



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

November 20th, 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 11/20/2009

### 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
0000221213	11/6/2009	2009	C001	2009	(208,095.45)	Res. 090711 11/06/09 Sales Tax

### Remaining Reserved Commitments Authorized by prior Council meetings

Res 090671 11/03/09: DNS computer expenses & demolition activities (80,000.00)

Total Transfers & Reserved (1,300,770.18)

Balance Available on Nov. 20th, 2009 3,699,229.82

% Expended/Reserved Current status 26%

### Comparative Balance Available on Nov. 20th, of prior years

	<u>Balance</u>	<u>Budgeted</u>	<u>% Expended</u>
2004	4,171,599	5,000,000	17%
2005	3,614,134	5,000,000	28%
2006	4,497,000	5,500,000	18%
2007	2,372,000	5,500,000	57%
2008	1,368,349	5,000,000	73%
Average of prior years	3,204,616	5,200,000	38%

Office of the Comptroller  
TD



# City of Milwaukee

City Hall  
200 East Wells Street  
Milwaukee, WI 53202

## Meeting Agenda FINANCE & PERSONNEL COMMITTEE

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

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

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**Tuesday, November 24, 2009**

**1:30 PM**

**Room 301-B, City Hall**

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1.     [090862](#)     Communication from the Department of Administration - Budget and Management Analysis Division regarding vacancy requests, fund transfers and equipment requests.  
  
          Sponsors:     THE CHAIR  
  
          Attachments:   [Hearing Notice List](#)
  
2.     [090830](#)     Communication from the Department of Employee Relations relating to classification studies scheduled for City Service Commission action.  
  
          Sponsors:     THE CHAIR  
  
          Attachments:   [Hearing Notice List](#)
  
3.     [090773](#)     Communication from the Department of Employee Relations to further amend the salary ordinance in relation to implementing the labor agreements with District Council 48.  
  
          Sponsors:     THE CHAIR  
  
          Attachments:   [Cover Letter](#)  
                              [Hearing Notice List](#)
  
4.     [090848](#)     Communication from the Ethics Board relative to effectuating various changes to the Positions Ordinance.  
  
          Sponsors:     THE CHAIR  
  
          Attachments:   [Communication](#)  
                              [Hearing Notice List](#)
  
5.     [090937](#)     Communication from the Library relative to amending the positions ordinance.  
  
          Sponsors:     THE CHAIR  
  
          Attachments:   [Communication](#)  
                              [Hearing Notice List](#)
  
6.     [070018](#)     Substitute resolution to ratify and confirm the final agreements between the City of Milwaukee and The Association of Scientific Personnel.  
  
          Sponsors:     THE CHAIR

**Attachments:**    [Dept. of Employee Relations Cover Letter.DOC](#)  
[Cover letter from Dept of Employee Relations](#)  
[Summary of Wage and Fringe benefits 2007 - 2009](#)  
[Summary of Wage and Fringe benefits for 2010 - 2011](#)  
[Fiscal Note 2007 - 2009](#)  
[Fiscal note 2010 - 2011](#)  
[Letter from ERS Actuary re Cost analysis](#)  
[Agreement 2007 - 2009](#)  
[Agreement 2010 - 2011](#)  
[Memorandum of Understandings](#)  
[11-16-09 Letter from labor negotiator to union president 11-16-09](#)  
[11-13-09 Letters from President of the Association of Scientific Personnel](#)  
[Hearing Notice List](#)

7.        [070021](#)        Substitute resolution to ratify and confirm the final agreements between the City of Milwaukee and Technicians, Engineers and Architects of Milwaukee.

**Sponsors:**        THE CHAIR

**Attachments:**    [Dept. of Employee Relations Cover Letter.DOC](#)  
[Cover letter from Dept of Employee Relations](#)  
[Summary of Wage and Fringe benefits 2007-2009](#)  
[Summary of Wage and Fringe benefits 2010-2011](#)  
[Fiscal Note 2007 - 2009](#)  
[Fiscal note 2010 - 2011](#)  
[Letter from ERS Actuary re Cost analysis](#)  
[Agreement 2007-2009](#)  
[Agreement 2010-2011](#)  
[Memorandum of Understandings](#)  
[11-9-09 Letter from labor negotiator to TEAM president](#)  
[10-26-09 Letters from TEAM president](#)  
[Hearing Notice List](#)

8.        [070024](#)        Substitute resolution to ratify and confirm the final agreements between the City of Milwaukee and The Association of Municipal Attorneys.

**Sponsors:**        THE CHAIR



**Attachments:** [Dept. of Employee Relations Cover Letter.DOC](#)  
[Cover letter from Dept of Employee Relations](#)  
[Summary of Wage and Fringe benefits 2007-2009](#)  
[Summary of Wage and Fringe benefits for 2010-2011](#)  
[Fiscal Note 2007-2009](#)  
[Fiscal Note 2010-2011](#)  
[Letter from ERS Actuary re Cost analysis](#)  
[Agreement 2007-2009](#)  
[Agreement 2010-2011](#)  
[Memorandum of Understandings](#)  
[Letter from Association of Municipal Attorneys union](#)  
[Letter from labor negotiator to union](#)  
[Hearing Notice List](#)

9. [090951](#) A charter ordinance relating to retirement benefits for certain city employees.

**Sponsors:** THE CHAIR

**Attachments:** [Dept of Employee Relations cover letter](#)  
[Fiscal note](#)  
[Hearing Notice List](#)

10. [090952](#) An ordinance relating to transportation reimbursement payments for certain city employees.

**Sponsors:** THE CHAIR

**Attachments:** [Dept of Employee Relations cover letter](#)  
[Fiscal note](#)  
[Hearing Notice List](#)

11. [090813](#) Resolution approving the form of the Preliminary Official Statement used in connection with the sale of City of Milwaukee, Wisconsin, debt.

**Sponsors:** THE CHAIR

**Attachments:** [Fiscal Note](#)  
[Cover Letter](#)  
[Preliminary Official Statement](#)

12. [090814](#) Substitute resolution authorizing the Commissioners of the Public Debt to market general obligation notes and bonds of the City for school purposes. (Comptroller)

**Sponsors:** THE CHAIR

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

13.     [090786](#)     Resolution with reference to special taxes or assessments for the year 2009.  
  
          Sponsors:     THE CHAIR  
          Attachments:   [Cover Letter](#)  
                              [Hearing Notice List](#)
14.     [081477](#)     Communication from the Police Department transmitting 2009 quarterly reports relative to the status of overtime expenditures.  
  
          Sponsors:     THE CHAIR  
          Attachments:   [Hearing Notice List](#)  
                              [6-9-09 letter from Dept. of Admin re 2009 Police Dept overtime status report](#)  
                              [Hearing Notice List](#)
15.     [090949](#)     An ordinance implementing various provisions of the 2010 budget.  
  
          Sponsors:     THE CHAIR  
          Attachments:   [Hearing Notice List](#)
16.     [090675](#)     An ordinance to further amend the 2009 rates of pay of offices and positions in the City Service.  
  
          Sponsors:     THE CHAIR
17.     [090676](#)     An ordinance to further amend the 2009 offices and positions in the City Service.  
  
          Sponsors:     THE CHAIR
18.     [090827](#)     An ordinance to further amend the 2010 rates of pay of offices and positions in the City Service.  
  
          Sponsors:     THE CHAIR
19.     [090828](#)     An ordinance to further amend the 2010 offices and positions in the City Service.  
  
          Sponsors:     THE CHAIR

**Items 20-22 may be placed on file as no longer needed:**

20.     [071437](#)     Resolution appropriating \$100,000 from the Common Council Contingent Fund to United Ethnic Festivals for marketing of the city of Milwaukee during the festival season.  
  
          Sponsors:     Ald. Davis
21.     [090508](#)     Substitute resolution increasing 2009 budget appropriations for Grant and Aid Fund and Special Capital Projects or Purposes - Grant and Aid.  
  
          Sponsors:     THE CHAIR

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

22. [090742](#) Resolution authorizing the Department of Employee Relations to enter into a contract amendment or execute a new contract with UnitedHealthcare (UHC) to provide the UHC Care24 EAP services to City employees currently enrolled in the Basic Plan.

Sponsors: THE CHAIR

Attachments: [Cover Letter](#)  
[Revised Fiscal note](#)  
[Fiscal Note](#)  
[Letter from Employee Relations](#)  
[Care 24](#)  
[Frequently Asked Questions](#)  
[Hearing Notice List](#)

23. The FINANCE & PERSONNEL COMMITTEE may convene into closed session, pursuant to s. 19.85(1)(e), Wis. Stats., for the purpose of formulating collective bargaining strategies.

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

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

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

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

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





## Legislation Details (With Text)

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**File #:** 090862      **Version:** 0

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

**File created:** 11/3/2009      **In control:** FINANCE & PERSONNEL COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

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

**Sponsors:** THE CHAIR

**Indexes:** VACANCY REQUESTS

**Attachments:** Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/19/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number  
090862  
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  
Budget & Mgt.  
CI  
10/27/09

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

DATE: November 24, 2009

TIME: 1:30 P.M.

PLACE: Committee Room 301-B  
City Hall

SCHEDULE A: Vacancy Requests

SCHEDULE B: Fund Transfers

SCHEDULE A - VACANCY REQUESTS

Finance & Personnel Committee Meeting: November 24, 2009

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

Funding Source - 100%  
Operating Budget Unless  
Otherwise Indicated

I.D. No.	Department and Position	Pay Range	Date Vacant	Number of Positions With Same Title					CSC Status and/or Funding Source	Int/ Ext Fill	Code	
				Authorized	Filled excl. this pos.	Recomm. Authori- zation	Vac. Prev. Appr.	Other Vac.				
	<u>PROPERTY TAX LEVY SUPPORTED POSITIONS</u>											
	9483	<u>ASSESSOR</u> Senior Property Appraiser	588	1/3/10	29	25	1	0	2		Int/Ext	x-2b
	9502	<u>FIRE DEPARTMENT</u> Fire Lieutenant	856	10/15/09	160	158	1	0	1		Int	x-1
		9503	Heavy Equipment Operator	853	10/27/09	183	181	1	0	1		Int
	<u>DEPT. OF NEIGHBORHOOD SERVICES</u>											
	9506 & 9533	Code Enforcement Inspector II (2 pos.)	541	5/31/09 8/14/09	40	31	2	2	5		Int/Ext	x-2b
	9507	Office Assistant III	425	5/17/09	13	11	1	1	0		Int/Ext	x-2b
	<u>POLICE DEPARTMENT</u>											
	9508	Latent Print Examiner	808	10/26/09	4	3	1	0	0		Int	x-1
	9509	Administrative Assistant II	445	1/1/10	5	4	1	0	0		Int	x-3
	9510	Office Assistant III	425	NA	26	23	1	0	2		Int	x-2b
	9512-16	Police District Office Asst. (5 positions)	410	NA	60	46	5	0	9		Int	x-2b
	<u>DPW-OPERATIONS DIVISION</u>											
	9526	Sanitation Supervisor	4	11/29/09	24	20	1	0	3		Int/Ext	x-2b
	9527-28	Sanitation Inspector (2 positions)	500	5/2/09 7/15/09	12	9	2	0	1		Int/Ext	x-2b
9529-30	Heavy Equipment Lubricator (2 pos.)	238	NA	5	3	2	0	0		Int/Ext	x-2b	
9531	Urban Forestry Mgr.	7	12/27/08	10	7	1	0	1		Int/Ext	x-2b	
<u>NON-PROPERTY TAX LEVY SUPPORTED POSITIONS (Enterprise Funds, Grants)</u>												
	<u>HEALTH DEPARTMENT</u>											
	9504	Public Health Nurse	666	9/12/09	63	54	1	1	7	100% Grant Lead Abatement Reimbursable	Int/Ext	x-6
	9518	Office Assistant II	410	11/14/09	7	6	1	0	0		Int/Ext	x-6
	9505	Envir. Disease Control Spec. (0.5 FTE)	547	12/27/08	3	1	1	0	1		Int/Ext	x-6
	<u>DPW-PARKING FUND</u>											
	9525	Parking Enforcement Supervisor	4	11/13/09	5	4	1	0	0	Parking Fund	Int/Ext	x-6
	9519	Tow Lot Attendant	220	10/16/09	9	8	1	0	0	Parking Fund	Int/Ext	x-6
	<u>DPW-WATER WORKS</u>											
	9520	Sr. Water Treatment Plant Operator	291	1/3/10	24	23	1	0	0	Water Works	Int	x-6
	9521-22	Water Meter Investigator (2 positions)	360	8/1/09	4	2	2	0	0	Water Works	Int	x-6
9523	Water Plant Steamfitter/HVAC Specialist	287	7/12/08	5	4	1	0	0	Water Works	Ext	x-6	
9524	Network Coordinator Associate	4	1/13/09	2	1	1	0	0	Water Works	Int/Ext	x-6	



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

Finance and Personnel Meeting: November 24, 2009

Department Account Name	Amount of Transfer		Reason
	From	To	
<u>CITY ATTORNEY</u> Damage & Claims Outside Counsel/Expert Witness	\$100,000	\$100,000	Extra resources necessary for trial preparation for on-going property tax assessment cases and the on-going MPSO case. The City Attorney projects that the Damages & Claims account will have adequate funds for all 2009 potential settlements.

SCHEDULE C - GENERAL MATTERS

1. Miscellaneous matters

**F&P FILE NUMBER: 090862**

[illegible]



## Legislation Details (With Text)

**File #:** 090830      **Version:** 0  
**Type:** Communication      **Status:** In Committee  
**File created:** 10/13/2009      **In control:** FINANCE & PERSONNEL COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**

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

**Sponsors:** THE CHAIR

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

**Attachments:** Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
10/13/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/19/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
11/19/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

**Number**

090830

**Version**

ORIGINAL

**Reference**

**Sponsor**

THE CHAIR

**Title**

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

**Drafter**

Cc

tjm

10/13/09



**Department of Employee Relations**

**Tom Barrett**  
Mayor

**Maria Monteagudo**  
Director

**Michael Brady**  
Employee Benefits Director

**Troy M. Hamblin**  
Labor Negotiator

November 19, 2009

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

Dear Committee Members:

Re: Common Council File Number 090830

The following classification and pay recommendations were approved by the City Service Commission on November 18, 2009.

In the Health Department:

One new position was recommended for classification to Office Assistant III, PR 425.

One new position was recommended for classification to Health Project Coordinator – WIC, SG 004.

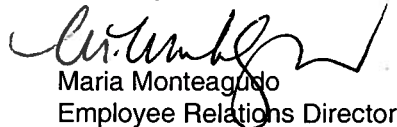
The following classification and pay recommendations were approved by the City Service Commission on November 17, 2009.

In the Health Department:

One position of Compliance Analyst, SG 004 currently vacant was reallocated to SG 006.

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

Sincerely,



Maria Monteagudo  
Employee Relations Director

MM:fcw

Attachments: 3 Job Evaluation Reports  
2 Fiscal Notes

C: Mark Nicolini, Renee Joos, Marianne Walsh, Troy Hamblin, Nicole Fleck, Joe Alvarado, Bevan Baker, Ray Weitz, Raquel Filmanowicz, Yvette Rowe, Anna Benton, Nancy Castro, Eric Gass, Richard Abelson, John English, Kenneth Wischer, Bill Mollenhauer, James Fields and Calvin Lee (DC48)

## JOB EVALUATION REPORT

City Service Commission Meeting Date: November 10, 2009

Department: Health

Present	Request	Recommendation
New Position	Office Assistant III PR 425 (\$33,865 - \$37,464)	Office Assistant III PR 425 (\$33,865 – \$37,464)
<p><b>Rationale:</b></p> <p>This new position will perform duties and responsibilities that are beyond what would be required of an Office Assistant II, at any of the Health Department's three Women Infants and Children's Nutrition Program (WIC) clinics such as training WIC staff in registration procedures, reviewing time sheets, and working at any of the Health Department's three WIC clinics as needed. This new position will consequently function as the most knowledgeable and skilled office assistant for the City's WIC program and we recommend classification of this position to Office Assistant III, Pay Range 425.</p>		

### **No Action Required**

### **Background**

On September 30, 2009, the Milwaukee Health Department requested that a new position of "Office Assistant III" in the Women Infants and Children's Nutrition Program (WIC) be studied for proper classification and salary range allocation. This is a grant-funded position, which will replace a vacant Clinic Assistant position.

### **Duties and Responsibilities**

This position will report to the WIC Program Manager or Health Project Coordinator – WIC. The basic function of the position is to perform a variety of office duties and responsibilities that support the WIC program and its clients. The employee filling this position will be expected to report to any of the City's three WIC clinics as assigned, on an as-needed basis. Specific duties of this job will include:

- Verifying client eligibility for the program
- Scheduling WIC appointments with clients
- Answering calls from clients
- Recording, tracking, and issuing food vouchers
- Training WIC staff in client registration procedures
- Processing reports and correspondence
- Attending meetings as assigned, including WIC clinic team meetings
- Reviewing information submitted on time sheets
- Maintaining WIC files and information
- Maintaining an adequate inventory of supplies and equipment
- Entering data into the state's database

The minimum requirements for this position, as stated on the description drafted by the Health Department, are a high school diploma and four years of clerical experience, at least one year of which must have been at the level of an Office Assistant II or above. Equivalent combinations of education and experience are acceptable.

The most noteworthy knowledge, skills, abilities, and attributes required for successful job performance are as follows:

- Ability to travel to and between WIC clinics located on the north and south sides of the city.
- Skill in interacting sensitively, effectively, and professionally with persons from diverse cultural, socioeconomic, educational, racial, ethnic and professional backgrounds, and persons of all ages and lifestyle preferences.
- Ability to use standard office software, hardware, and web applications.
- Ability to work in a fast paced setting
- Ability to develop and maintain good working relationships with a multicultural and multidisciplinary staff, other agencies, and the public
- Ability to maintain confidentiality
- Ability to work with minimal supervision
- Ability to respond positively to flexible and changing work schedules and environments
- Ability to work with detailed information

It should be noted that neither the minimum requirements nor KSAs stated above have been validated for staffing purposes.

### **Analysis / Comparison to Other Positions**

In the City service, positions assigned to the Office Assistant series perform general office duties in any number of City functions. The Office Assistant series consists of:

Office Assistant I  
Office Assistant II  
Office Assistant III  
Office Assistant IV

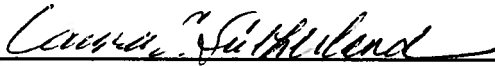
Office Assistants begin employment at the "I" level and progress to the "II" level, without competition, after successfully completing a total of two years of office experience, including a minimum of 6 months at the "I" level with the City. The "I" level of this series is consequently considered the "beginning" level and the "II" level is considered the "fully experienced" or journey level of the Office Assistant series. Positions assigned to the "III" level exercise a higher level of responsibility or require a greater degree of knowledge and skill than positions at the "II" level. One of the indicators of an "III" level Office Assistant position is a requirement that the individual performing the work possess an in-depth knowledge of rules, regulations, and procedures associated with a specific area, function, or program. Other indications of "III" level positions are lead worker responsibilities such as training others and monitoring work flow for a small work group. Ultimately, however, one must consider the entire job, including the impact of potential errors, scope of responsibility, impact of errors, and knowledge and skill required.

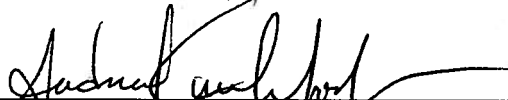
The job analysis indicates that the position under consideration will indeed perform duties and responsibilities that are somewhat beyond what would normally be required of an Office Assistant II, such as training WIC staff in registration procedures, reviewing time sheets, and working at any of the Health Department's three WIC clinics as needed. This last requirement implies that the employee performing the work will be required to have an in-depth knowledge of the rules and procedures associated with Program. From an organizational standpoint, the highest level of office support position that currently exists in the WIC Program, at all three clinics, is an Office Assistant II. This new position will consequently function as the most knowledgeable and skilled office assistant for the City's WIC program.

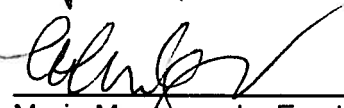
The level responsibility and knowledge and skill associated with this position indicate that it is appropriate to recommend classification of this position to Office Assistant III, Pay Range 425.

### **Recommendation**

It is recommended that this new grant-funded position in the Health Department be classified as an Office Assistant III, Pay Range 425.

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: November 10, 2009

Department: Health

Present	Request	Recommendation
New Position	Health Project Coordinator - WIC SG 04 (\$44,194 - \$61,871)	Health Project Coordinator - WIC SG 04 (\$44,194 - \$61,871)
Rationale:  The nature of work, level of responsibility, and knowledge/skill required for this job are comparable to that of other Health Project Coordinators in the Health Department allocated to Salary Grade 04.		

### Action Required

In the Salary Ordinance, under Salary Grade 04, add the title "Health Project Coordinator – WIC".

### Background

On October 5, 2009, the Milwaukee Health Department requested that a new position of "WIC Health Project Coordinator" be studied for proper job classification and salary grade allocation. In studying this request, the job description submitted for the job was reviewed and compared with other like positions.

This position will provide day-to-day coordination of the Women, Infants, and Children Program Clinic operations. The WIC Program is a supplemental nutrition program for women, infants, and children. Its mission is to safeguard the health of low-income women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating, and referrals to health care.

The following benefits are provided to WIC participants:

- Supplemental nutritious foods
- Nutrition education and counseling at WIC clinics
- Screening and referrals to other health, welfare and social services

### Duties & Responsibilities

Reporting to the WIC Program Manager, the "WIC Health Project Coordinator" will play a critical role in managing the day-to-day operations of the program as well as provide leadership in meeting goals and objectives. Daily program administration will include such duties as ensuring that clinics have all necessary equipment, supplies, and materials needed; assuring that data is collected and maintained according to prescribed standards and entered into WIC's state-wide system; and training, supervising, and coaching Clinical Assistants and Office Assistants.

The minimum requirements for the job, as stated on the description drafted by the Health Department, include status as a Registered Dietitian (RD) and a minimum of two years of experience managing a WIC program.

The most notable knowledge, skills, abilities, and attributes (KSAs) required for successful job performance are as follows:

- Thorough knowledge of the principles, practices and theory of public health nutrition, especially in the areas of maternal, infant and child nutrition.
- Working knowledge of community nutrition programs and related health and social agency functions.
- Ability to supervise, coach, and train staff.
- Ability to establish and maintain effective working relationships.
- Skill in interacting sensitively, effectively, and professionally with persons from diverse cultural, socioeconomic, educational, racial, ethnic and professional backgrounds, and persons of all ages and lifestyle preferences.
- Ability to communicate effectively both orally and in writing.
- Ability to use standard office hardware, software, and web applications.
- Ability to plan and prioritize work for self and others.


It should be noted that neither the minimum requirements nor KSAs listed above have been validated for staffing purposes.

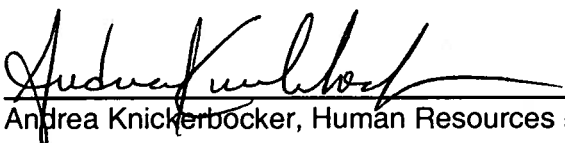
### **Analysis / Comparison to Other Positions**

The nature of work, scope of responsibility, and knowledge/skill required for this job are very similar to a number of other Project Coordinator positions in the Milwaukee Health department, including Health Project Coordinator – Emergency Preparedness, Health Project Coordinator – Immunizations, and Health Project Coordinator – Plain Talk, all of which are allocated to Salary Grade 04.

### **Recommendation**

Due to the fact that this position is very similar to other Project Coordinators in the Health Department allocated to SG 04, we recommend that this position be classified as a Health Project Coordinator – WIC in SG 04.

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: November 17, 2009

Department: Health

Present	Request	Recommendation
Compliance Analyst SG 004 (\$44,194 - \$61,871)	Compliance Analyst SG 006 (\$50,206 - \$70,295)	Compliance Analyst SG 006 (\$50,206 - \$70,295)

### Action Required

In the Salary Ordinance, under Salary Grade 006, add the title "Compliance Analyst" and under Salary Grade 004, delete the title "Compliance Analyst."

### Background

The Department of Employee Relations received a letter on August 27, 2009 from Bevan Baker, Commissioner of Health, requesting a classification study of the vacant Compliance Analyst position in Salary Grade 04. To study this position, job descriptions were reviewed and discussions were held with Ray Weitz, Health Personnel Officer.

### Duties & Responsibilities

The basic function of this position is to perform a full range of professional duties relating to the compliance function in the Milwaukee Health Department (MHD) such as ensuring compliance with internal process and procedure as well as State and Federal mandated policies and laws. Duties and responsibilities include the following;

30% Compliance Administration

Assist in the development and administration of compliance policies and programs including reviewing, analyzing and updating State and Federal Public Health Statutes, MHD policy under the Health Insurance Portability and Accountability Act 1996 (HIPAA), annual Civil Rights Plan, and internal policies relating to grant monitoring.

30% Grant and Contract Monitoring

Monitor and maintain internal Grants and Contracts Database; ensure contract reporting compliance by Program Managers through monthly reminders and tracking the timeliness of reporting; review contracts for reporting requirements and notify Senior Staff of any issues or questions about contract language; and act as a liaison between the MHD and the Community Development Block Grant Administration to monitor the annual multi-million dollar CDBG contract including assurance of timely and accurate reporting.

25% Internal Auditing of Programs

Work with Health Center Managers to conduct audits of Centers regarding State and Federal mandated regulations (HIPPA and Civil Rights Compliance); conduct walk-through audits with nurses, food inspectors, and other MHD staff to ensure that state statutes are applied; and discuss and provide guidance to Program Managers on best practices related to compliance.

15% HIPPA/Limited English Proficiency Coordination

Administer HIPPA for the MHD; develop and integrate department-wide HIPPA privacy policies and procedures; train and monitor staff on privacy regulations and maintain compliance through reviews, surveys, and audits; provide leadership as the Limited English Proficiency Coordinator for MHD; conduct ongoing efforts to implement policy changes ensuring staff have appropriate resources to provide language assistance to clients; and perform other duties as assigned.

The job description provided by the department lists the requirements for this position as a Bachelor's Degree in Business, Public Administration, Health Administration or related field or one to two years of related experience and/or training. Equivalent combinations of education and experience may also be considered.

### **Changes to the Position**

This position will have the new duty of administering the HIPPA law for the MHD and acting as the English Proficiency Coordinator. Further this position will act in a much more independent capacity than was the case when the position was created several years ago. When first created, this position served as an assistant to the Compliance Officer position in Salary Grade 07. The Compliance Officer position was later reclassified to Chief Compliance Officer in Salary Grade 10. That position has been eliminated in the 2010 budget and the duties and responsibilities have been distributed among other positions including this position under study.

### **Comparison to Other Positions and Analysis**

To study this position we made comparisons to numerous management positions, including the following:

Ecocultural Family Interview Program Coordinator in Salary Grade 05 (Health Department)

Provide overall leadership, oversight, coordination, and implementation of objectives for the Ecocultural Family Interview Project. This includes providing oversight for achievement of all grant goals and objectives, overseeing the interviews with project families, collecting and analyzing data, writing regular reports on project goals and objectives, providing oversight and consultation to the project team, managing the budget, developing contracts, identifying training needs, and ensuring the assessment tool does not duplicate existing home visiting data collection activities and that protocols are coordinated, effective, and standardized.

Grant Monitor in SG 06 (Department of Administration - CDGA)

Responsible for the monitoring and evaluation of assigned Community Development projects, assists project operators on an on-going basis in the implementation of their approved activities, ensures that Community Development Grant Administration (CDGA) funded activities conform to all program requirements, and evaluates the effectiveness of project activities and the performance of project operators. The time is divided up as 25% for technical assistance, 25% for monitoring, 25% for evaluations, and 25% for preparation of report findings, data collection and processing, and other duties.

WIC Program Manager in SG 07 (Health Department)

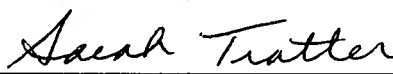
Manages the Women's, Infants, and Children Supplemental Nutrition Program which includes managing a staff of professional, paraprofessional, technical, and office support personnel;


preparing and managing a large budget; developing, implementing and evaluating program policies and procedures; and monitoring compliance with state and federal regulations and policies.


A review of these and other positions indicate that the closest match is Grant Monitor in Salary Grade 06. The Ecocultural Family Interview Program Coordinator position has more extensive program responsibilities for that particular program but the position under study oversees compliance throughout the department which requires broad and detailed knowledge of all Health department programs. The WIC Program Manager in Salary Grade 07 is stronger as it has extensive supervisory and program responsibilities. The Grant Monitor in Salary Grade 06 is most similar to the position under study as it also works independently and oversees compliance with policies and procedures for various grants.

**Recommendation:**

Based on the above analysis we recommend the position of Compliance Analyst in Salary Grade 04 be reallocated to Compliance Analyst 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

## CITY OF MILWAUKEE FISCAL NOTE

A) Date: 11/19/09

File Number: 090830  
Orig Fiscal Note ☒ Substitute ☐

Subject: Classification and pay recommendations approved by the City Service Commission on November 10 & 17, 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:	Classification and pay recommendations for new or changed positions in the Health Department.  (See attached spreadsheet for details)		(See attached spreadsheet)		
Supplies:					
Materials:					
New Equip:					
Equip Repair:					
Rollups (.2045):					
Totals					

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

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

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

H) Computations used in arriving at fiscal estimate:

(See attached spreadsheet for details)

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

Department of Employee Relations  
Fiscal Note Spreadsheet

Finance & Personnel Committee Meeting of November 24, 2009  
City Service Commission Meeting of November 10, 2009

NEW COST FOR 2009									
No. Pos.	Dept	From	PR/SG	To	PR/SG	Present Annual	New Annual	New Cost	Total Rollup+ Sal
1	Health	New Position	N/A	Health Project Coordinator - WIC	4	N/A	N/A	N/A Grant Funded Position	
1	Health	New Position	N/A	Office Assistant III	425	N/A	N/A	N/A Grant Funded Position	
1									

Assume changes are effective Pay Period 1 (December 27, 2009)

PROJECTED NEW COST FOR FULL YEAR

No. Pos.	Dept	From	PR/SG	To	PR/SG	Present Annual	New Annual	New Cost	Total Rollup+ Sal
1	Health	New Position	N/A	Health Project Coordinator - WIC	4	N/A	N/A	N/A Grant Funded Position	
1	Health	New Position	N/A	Office Assistant III	425	N/A	N/A	N/A Grant Funded Position	
1									

**Department of Employee Relations  
Fiscal Note Spreadsheet**

Finance & Personnel Committee Meeting of November 24, 2009  
City Service Commission Meeting of November 17, 2009

NEW COST FOR 2010									
No. Pos.	Dept	From	PR/SG	To	PR/SG	Present Annual	New Annual	New Cost	Total Rollup+ Sal
1	Health	Compliance Analyst	4	Compliance Analyst	6	\$44,194	\$50,206	\$6,012	\$7,034
1								\$6,012	\$7,034

Assume changes are effective Pay Period 1 (December 27, 2009)

**PROJECTED NEW COST FOR FULL YEAR**

No. Pos.	Dept	From	PR/SG	To	PR/SG	Present Annual	New Annual	New Cost	Total Rollup+ Sal
1	Health	Compliance Analyst	4	Compliance Analyst	6	\$44,194	\$50,206	\$6,012	\$7,241
1								\$6,012	\$7,241

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



## CITY OF MILWAUKEE FISCAL NOTE

A) Date: 11/19/09

File Number: 090830  
Orig Fiscal Note ☒ Substitute ☐

Subject: Classification and pay recommendations approved by the City Service Commission on November 10 & 17, 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:	Classification and pay recommendations for new or changed positions in the Health Department.  (See attached spreadsheet for details)		(See attached spreadsheet)		
Supplies:					
Materials:					
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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 November 24, 2009  
City Service Commission Meeting of November 10, 2009

NEW COST FOR 2009									
No. Pos.	Dept	From	PR/SG	To	PR/SG	Present Annual	New Annual	New Cost	Total Rollup+ Sal
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1	Health	New Position	N/A	Office Assistant III	425	N/A	N/A	N/A Grant Funded Position	
1									

Assume changes are effective Pay Period 1 (December 27, 2009)

**PROJECTED NEW COST FOR FULL YEAR**

No. Pos.	Dept	From	PR/SG	To	PR/SG	Present Annual	New Annual	New Cost	Total Rollup+ Sal
1	Health	New Position	N/A	Health Project Coordinator - WIC	4	N/A	N/A	N/A Grant Funded Position	
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1									

**Department of Employee Relations  
Fiscal Note Spreadsheet**

Finance & Personnel Committee Meeting of November 24, 2009  
City Service Commission Meeting of November 17, 2009

NEW COST FOR 2010									
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Assume changes are effective Pay Period 1 (December 27, 2009)

**PROJECTED NEW COST FOR FULL YEAR**

No. Pos.	Dept	From	PR/SG	To	PR/SG	Present Annual	New Annual	New Cost	Total Rollup+ Sal
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1								\$6,012	\$7,241

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

**F&P FILE NUMBER: 090830**

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## Legislation Details (With Text)

**File #:** 090773      **Version:** 0  
**Type:** Communication      **Status:** In Committee  
**File created:** 10/13/2009      **In control:** FINANCE & PERSONNEL COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**

**Title:** Communication from the Department of Employee Relations to further amend the salary ordinance in relation to implementing the labor agreements with District Council 48.

**Sponsors:** THE CHAIR

**Indexes:** RATES OF PAY, SALARY ORDINANCE, WAGES AND BENEFITS

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

Date	Ver.	Action By	Action	Result	Tally
10/13/2009	0	COMMON COUNCIL	ASSIGNED TO		
10/21/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
10/28/2009	0	FINANCE & PERSONNEL COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
11/19/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
11/19/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
11/19/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
11/19/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
11/19/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
11/19/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

090773

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Communication from the Department of Employee Relations to further amend the salary ordinance in relation to implementing the labor agreements with District Council 48.

Drafter

DER

MM::fcw

11/01/09



**Department of Employee Relations**

**Tom Barrett**  
Mayor

**Maria Monteagudo**  
Director

**Michael Brady**  
Employee Benefits Director

**Troy M. Hamblin**  
Labor Negotiator

November 20, 2009

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

Dear Committee Members:

Re: Common Council File Number 090773

Please make the following attached corrections to the Salary Ordinance in regards to Common Council File Number 07007 for the implementation of the 2007-2009 District Council 48, AFSCME AFL-CIO and the City of Milwaukee Labor Agreement.

Sincerely,

MARIA MONTEAGUDO  
Employee Relations Director

MM:fcw

Attachment

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

In the 2007 Salary Ordinance, under Pay Range 252, delete footnote 5/ in its entirety and substitute the following:

5/ Effective March 9, 1982, Water Distribution Repair Workers II shall receive a task rate equal to the difference in the hourly maximum salaries of the Water Distribution Repair Worker II and Water Distribution Chief Repair Worker when acting as Water Distribution Chief Repair Worker according to the guidelines outlined in the Milwaukee Water Works "Guidelines for Payment of Task Rate to (Water) Distribution Repair Worker II" dated November 19, 1981. Effective Pay Period 1, 2007 this differential is \$4.01 per hour (\$320.80 biweekly).

Under Pay Range 260, in footnote 7/ delete the rate and replace as follows: \$1,834.19 (2007).

Under Pay Range 282, delete the rates and replace as follows: \$1,743.50, \$1,799.84, \$1,860.64, \$1,922.62, \$2,000.20.

Under Pay Range 282, footnote 2/ delete the rate and replace as follows: \$2,072.17 (2007).

Under Pay Range 455, add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,426.50, \$1,460.22, \$1,495.76, \$1,533.69, \$1,590.36.

Under Pay Range 460, in footnote 3/ delete the rates and replace as follows: \$1,395.51, \$1,438.84, \$1,483.51, \$1,529.60, \$1,577.06, \$1,626.04, \$1,676.53, \$1,728.57, \$1,782.28, \$1,837.64, \$1,894.69, \$1,943.53 (2007).

Under Pay Range 540, in footnote 8/ step 12 delete the rate \$1,943.33 and replace with \$1,953.53.

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

In the 2008 Salary Ordinance, under Pay Range 252, delete footnote 5/ in its entirety and substitute the following:

5/ Effective March 9, 1982, Water Distribution Repair Workers II shall receive a task rate equal to the difference in the hourly maximum salaries of the Water Distribution Repair Worker II and Water Distribution Chief Repair Worker when acting as Water Distribution Chief Repair Worker according to the guidelines outlined in the Milwaukee Water Works "Guidelines for Payment of Task Rate to (Water) Distribution Repair Worker II" dated November 19, 1981. Effective Pay Period 1, 2008 this differential is \$4.05 per hour (\$324.00 biweekly).

Under Pay Range 260, footnote 7, delete the rate and replace as follows: \$1,852.53 (PP 1, 2008).

Under Pay Range 282, footnote 2, delete the rate and replace as follows: \$2,092.89 (PP 1, 2008).



Under Pay Range 415, footnote 4, delete the rate and replace as follows: \$1,391.34 (PP 1, 2008).

Under Pay Range 437, delete the current paragraph regarding employees represented by District Council 48, AFSCME, AFL-CIO and replace as follows: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,344.96, \$1,373.99, \$1,406.65, \$1,441.02, \$1,477.17, \$1,515.21, \$1,555.87.

Under Pay Range 460, in footnote 1/ delete the rate and replace as follows: \$1,702.46 (PP 1, 2008).

Under Pay Range 540, in footnote 5/ delete the rate and replace as follows: \$2,001.29 (PP 1, 2008).

Under Pay Range 540, in footnote 8/ step 12 delete the rate \$1,962.76 and replace with \$1,973.07.

**Effective Pay Period 5, 2008 (February 4, 2008)**

Under Pay Range 282, delete footnote 2/.

Create new Pay Range 288 with the following biweekly rates of pay: \$1,817.84, \$1,879.25, \$1,941.85, \$2,020.20, \$2,092.89, \$2,209.03.

Under Pay Range 288, create footnote 1/ with the following rate: \$2,092.89 (PP 5, 2008).

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

In the 2008 Salary Ordinance, under Pay Range 252, delete footnote 5/ in its entirety and substitute the following:

5/ Effective March 9, 1982, Water Distribution Repair Workers II shall receive a task rate equal to the difference in the hourly maximum salaries of the Water Distribution Repair Worker II and Water Distribution Chief Repair Worker when acting as Water Distribution Chief Repair Worker according to the guidelines outlined in the Milwaukee Water Works "Guidelines for Payment of Task Rate to (Water) Distribution Repair Worker II" dated November 19, 1981. Effective Pay Period 14, 2008 this differential is \$4.10 per hour (\$328.00 biweekly).

Under Pay Range 260, in footnote 7/ delete the rate and replace as follows: \$1,871.06 (PP 14, 2008).

Under Pay Range 288, delete the rates and substitute as follows: \$1,836.02, \$1,898.04, \$1,961.27, \$2,040.40, \$2,113.82, \$2,231.12.

Under Pay Range 288, footnote 1/ delete the rate and replace as follows: \$2,113.82 (PP 14, 2008).

Under Pay Range 415, footnote 4/ delete the rate and replace as follows: \$1,405.25 (PP 14, 2008).

Under Pay Range 460, in footnote 1/ delete the rate and replace as follows: \$1,719.48 (PP 14, 2008).

Under Pay Range 500, in footnote 1/ delete the rate \$1,524.44 and replace as follows: \$1,539.68 (PP 14, 2008).

Under Pay Range 500, in footnote 2/ delete the rate \$1,539.68 and replace as follows: \$1,503.44 (PP 14, 2008).

Under Pay Range 540, in footnote 5/ delete the rate and replace as follows: \$2,021.30 (PP 14, 2008).

Under Pay Range 540, in footnote 8/ step 12 delete the rate \$1,982.39 and replace with \$1,992.80.

**Effective Pay Period 1, 2009 (December 28, 2008)**

In the 2009 Salary Ordinance, under Pay Range 252, delete footnote 5/ in its entirety and substitute the following:

5/ Effective March 9, 1982, Water Distribution Repair Workers II shall receive a task rate equal to the difference in the hourly maximum salaries of the Water Distribution Repair Worker II and Water Distribution Chief Repair Worker when acting as Water Distribution Chief Repair Worker according to the guidelines outlined in the Milwaukee Water Works "Guidelines for Payment of Task Rate to (Water) Distribution Repair Worker II" dated November 19, 1981. Effective Pay Period 1, 2009 this differential is \$4.14 per hour (\$331.20 biweekly).

Under Pay Range 260, footnote 7/ delete the rate and replace as follows: \$1,889.77 (PP 1, 2009).

Under Pay Range 288, delete the rates and substitute as follows: \$1,854.38, \$1,917.02, \$1,980.88, \$2,060.80, \$2,134.96, \$2,253.43.

Under Pay Range 288, footnote 1/ delete the rate and replace as follows: \$2,134.96 (PP 1, 2009).

Under Pay Range 415, footnote 4/ delete the rate and replace as follows: \$1,419.30 (PP 1, 2009).

Under Pay Range 437, delete the current paragraph regarding employees represented by District Council 48, AFSCME, AFL-CIO and replace as follows: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,371.99, \$1,401.61, \$1,434.93, \$1,469.98, \$1,506.86, \$1,545.66, \$1,587.14.

Under Pay Range 460, in footnote 1/ delete the rate and replace as follows: \$1,736.67 (PP 1, 2009).

Under Pay Range 500, in footnote 2/, delete the rate and replace as follows: \$1,518.47 (PP 1, 2009).

Under Pay Range 540, in footnote 5/, delete the rate and replace as follows: \$2,041.51 (PP 1, 2009).

Under Pay Range 540, in footnote 8/ step 12 delete the rate \$2,002.21 and replace with \$2,012.73.

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

In the 2009 Salary Ordinance, under Pay Range 252, delete footnote 5/ in its entirety and substitute the following:

5/ Effective March 9, 1982, Water Distribution Repair Workers II shall receive a task rate equal to the difference in the hourly maximum salaries of the Water Distribution Repair Worker II and Water Distribution Chief Repair Worker when acting as Water Distribution Chief Repair Worker according to the guidelines outlined in the Milwaukee Water Works "Guidelines for Payment of Task Rate to (Water) Distribution Repair Worker II" dated November 19, 1981. Effective Pay Period 14, 2009 this differential is \$4.18 per hour (\$334.40 biweekly).

Under Pay Range 260, footnote 7, delete the rate and replace as follows: 1,908.67 (PP 14, 2009).

Under Pay Range 288, delete the rates and substitute as follows: \$1,872.92, \$1,936.19, \$2,000.69, \$2,081.41, \$2,156.31, \$2,275.96.

Under Pay Range 288, footnote 1/ delete the rate and replace as follows: \$2,156.31 (PP 14, 2009).

Under Pay Range 415, footnote 4/ delete the rate and replace as follows: \$1,433. 49 (PP 14, 2009).

Under Pay Range 437, delete current paragraph regarding employees represented by District Council 48, AFSCME, AFL-CIO and replace as follows: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2009: \$1,385.71, \$1,415.63, \$1,449.28, \$1,484.68, \$1,521.93, \$1,561.12, \$1,603.01.

Under Pay Range 460, in footnote 1/ delete the rate and replace as follows: \$1,754.04 (PP 14, 2009).

Under Pay Range 500, in footnote 2/ delete the rate and replace as follows: \$1,533.65 (PP 14, 2009).

Under Pay Range 535, in footnote 1/ step 2 delete the rate \$1,512.52 and replace with \$1,812.52.

Under Pay Range 536, in footnote 1/ delete the rate and replace as follows: \$1,914.56 (PP 14, 2009).

Under Pay Range 540, in footnote 5/ delete the rate and replace as follows: \$2,061.93 (PP 14, 2009).

Under Pay Range 540, in footnote 8/ correct the effective date to read as follows: (updated effective Pay Period 14, 2009).

Under Pay Range 540, in footnote 8/ step 12 delete the rate \$2,022.23 and replace with \$2,032.86.

Under Pay Range 936, delete the rate and replace as follows: \$2,020.78.



Department of Employee Relations

**Tom Barrett**  
Mayor

**Maria Monteagudo**  
Director

**Michael Brady**  
Employee Benefits Director

**Troy M. Hamblin**  
Labor Negotiator

October 1, 2009

To the Honorable  
The Common Council  
City of Milwaukee

Dear Common Council Members:

We wish to open a file to further amend the salary ordinance in relation to implementing the labor agreements with District Council 48.

Sincerely,

MARIA MONTEAGUDO  
Employee Relations Director

MM:fcw

**F&P FILE NUMBER: 090773**

[illegible]



## Legislation Details (With Text)

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**File #:** 090848      **Version:** 0

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

**File created:** 11/3/2009      **In control:** FINANCE & PERSONNEL COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Communication from the Ethics Board relative to effectuating various changes to the Positions Ordinance.

**Sponsors:** THE CHAIR

**Indexes:** POSITIONS ORDINANCE

**Attachments:** Communication, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
10/13/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/19/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
11/19/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

**Number**

090848

**Version**

Original

**Reference**

**Sponsor**

The Chair

**Title**

Communication from the Ethics Board relative to effectuating various changes to the Positions Ordinance.

**Drafter**

Ethics.

DE

10/19/09





**The Board of Ethics**

October 22, 2009

Milwaukee Common Council  
200 East Wells Street, Room 205  
Milwaukee, WI 53202

To the Honorable the Common Council:

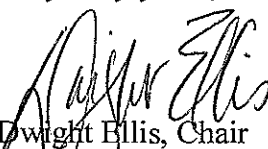
The Board of Ethics hereby requests that a file be opened to complete various changes to the 2009 Positions Ordinance.

On August 20, 2009 the Ethics Board sent a letter to all Directors, Department and Division Heads asking them to review their departments in regard to the Ethics Ordinance, specifically the (Y) footnote requiring the filing of the Statement of Economic Interest. The Department Heads requested various additions or deletions of the (Y) footnote to positions within their departments. On October 21, 2009, the Ethics Board met to review the requested changes. A detailed list of the changes accompanies this letter.

The Board respectfully asks that this matter be referred to the appropriate committee for further action.

Thank you for your attention to this matter.

Very truly yours,



Dwight Ellis, Chair  
Ethics Board

Nmd.

**Requests for addition of the (Y) footnote:**

**DEPARTMENT OF CITY DEVELOPMENT**

General Management and Policy Development Decision Unit

Planning section

City Planning Manager 1 positions

**DEPARTMENT OF ADMINISTRATION – BUSINESS OPERATIONS DIVISION**

Administrative Services

Contract Compliance Officer 1 position

**LIBRARY**

**NEIGHBORHOOD LIBRARY AND EXTENSION SERVICES DECISION UNIT**

Extension Services Bureau

Neighborhood Services Division

Library Public Service Area Manager 1 position

**No requests for removal of the “Y” footnote.**

**F&P FILE NUMBER: 090848**

[illegible]



## Legislation Details (With Text)

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**File #:** 090937      **Version:** 0

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

**File created:** 11/3/2009      **In control:** FINANCE & PERSONNEL COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Communication from the Library relative to amending the positions ordinance.

**Sponsors:** THE CHAIR

**Indexes:** POSITIONS ORDINANCE, PUBLIC LIBRARY

**Attachments:** Communication, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/19/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
11/19/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

**Number**

090937

**Version**

ORIGINAL

**Reference**

**Sponsor**

**Title**

Communication from the Library relative to amending the positions ordinance.

**Drafter**

Library

PAK

11/2/09



November 2, 2009

To The Honorable Members of the Common Council  
City Hall, Room 205

Dear Council Members:

On October 13, 2009 the Common Council passed File No. 090300, a substitute ordinance to further amend the 2009 office and positions in the City Service. Included in that file, under Part 1, Section 1 were changes in the Milwaukee Public Library System which created two positions of Library Public Services Area Manager, in different decision units.

The position of Library Public Services Area Manager in the Central Library Decision Unit, Central Library Services Bureau contained the footnotes: (X) and (Y) pertaining respectively to private automobile allowance and the requirement to file a statement of economic interests in accordance with the Milwaukee Code of Ordinances Chapter 303-Code of Ethics. The position of Library Public Services Area Manager in the Neighborhood Library and Extension Services Decision Unit, Extension Service Bureau, Neighborhood Services Division only contained footnote, (X)

It is the intention of the Milwaukee Public Library System for both positions to be required to file the statement of economic interests. Therefore, I am requesting that the positions ordinance be amended as follows:

Under "Library, Neighborhood Library and Extension Services Decision Unit, Extension Services Bureau, Neighborhood Services Division, Library Public Services Area Manager (X)" add footnote (Y).

I appreciate your attention to this matter.

Respectfully,

A handwritten signature in cursive script, appearing to read "Paula A. Kiely".

Paula A. Kiely  
Director

**F&P FILE NUMBER: 090937**

[illegible]



## Legislation Details (With Text)

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**File #:** 070018      **Version:** 1

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

**File created:** 4/17/2007      **In control:** FINANCE & PERSONNEL COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution to ratify and confirm the final agreements between the City of Milwaukee and The Association of Scientific Personnel.

**Sponsors:** THE CHAIR

**Indexes:** AGREEMENTS, LABOR CONTRACTS

**Attachments:** Dept. of Employee Relations Cover Letter.pdf, Cover letter from Dept of Employee Relations, Summary of Wage and Fringe benefits 2007 - 2009, Summary of Wage and Fringe benefits for 2010 - 2011, Fiscal Note 2007 - 2009, Fiscal note 2010 - 2011, Letter from ERS Actuary re Cost analysis, Agreement 2007 - 2009, Agreement 2010 - 2011, Memorandum of Understandings, 11-16-09 Letter from labor negotiator to union president 11-16-09, 11-13-09 Letters from President of the Association of Scientific Personnel, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
4/17/2007	0	COMMON COUNCIL	ASSIGNED TO		
4/18/2007	0	FINANCE & PERSONNEL COMMITTEE	REFERRED TO		
11/16/2009	1	CITY CLERK	DRAFT SUBMITTED		
11/19/2009	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		



Number  
070018  
Version  
SUBSTITUTE 1  
Reference

Sponsor  
THE CHAIR  
Title

Substitute resolution to ratify and confirm the final agreements between the City of Milwaukee and The Association of Scientific Personnel.

Analysis

The purpose of this resolution is to confer Common Council approval, ratification and confirmation on memoranda of understanding between the City of Milwaukee negotiating team and The Association of Scientific Personnel covering wages, hours and conditions of employment for the time periods commencing January 1, 2007, through December 31, 2009 and January 1, 2010, through December 31, 2011.

Body

Whereas, The total agreements between the city negotiating team and The Association of Scientific Personnel, for the time periods commencing January 1, 2007, through December 31, 2009 and January 1, 2010, through December 31, 2011 have been reduced to writing; and

Whereas, The memoranda of understanding embodying the agreements reached by the parties to such negotiations, copies of which are attached to Common Council File No. 070018 and incorporated herein as though fully set forth at length, were executed 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. 070018 and incorporated herein as though fully set forth at length; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the agreements between the city negotiating team and The Association of Scientific Personnel be approved; and, be it

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

Further Resolved, That the proper city officials are hereby authorized and directed to execute formal contracts between the City of Milwaukee and The Association of Scientific Personnel which reflect the terms of the agreements; and, be it

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

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

accounting requirements.

**Requestor**

Department of Employee Relations

Drafter

NMF:

070018 res

labr/SCIPERS/2007-2009/07-09,10-11 Implementation

11/13/09



Office of the Comptroller  
November 23, 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

Ref: Pay Admin

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

Dear Committee Members:

Re: Common Council File No. 070018

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

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Salaries – Base pay	\$ 21,520	\$ 38,040	\$ 60,430
Salary Rollups – Workers' Comp, Unemploy. Comp, Terminal Leave, Overtime, and Group Life	1,365	2,413	3,832
Pension & FICA	2,830	5,003	7,947
Health Ins. Contribution	---	---	(900)
Wellness Cost	---	---	6,300
Pension Changes and Sunset for Military	1,087	1,103	1,120
Health Plan Co-Pays	---	---	(860)
<b>Total Contract Costs:</b>	<b>\$ 26,802</b>	<b>\$ 46,559</b>	<b>\$ 77,869</b>

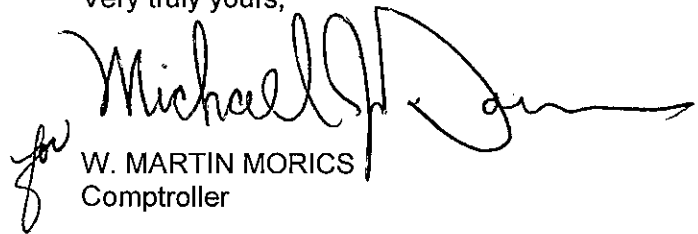
The total incremental costs as developed by my staff for the January 1, 2010 through December 31, 2011 agreement by category are:

	<u>Year 1</u>	<u>Year 2</u>
Salaries – Base pay	\$ -	\$ -
Salary Rollups – Workers' Comp, Unemploy. Comp, Terminal Leave, Overtime, and Group Life	-	-
Pension & FICA	-	-
Early Retirement	40,000	-
Pension Contributions	(942)	(1,884)
<b>Total Contract Costs:</b>	<b>\$ 39,058</b>	<b>\$ (1,884)</b>

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

The 2010-2011 agreement does not call for cost of living increases or no pay step advancements. These provisions do not increase or decrease salaries over 2009 rates. Further, Article 26, Pension Benefits, call for "Employees hired on or after 01/01/2010 shall be required to pay member contributions equal to 5.5%". Currently, this cost is entirely borne by the City. While it is unknown how many scientific personnel will be hired, it is unreasonable to assume that the City will not hire any employees in 2010 and 2011. Since 01/01/2007, the City hired 1 scientific personnel. Using a three year average for hires, the savings for the pension contributions are significant enough to report.

Very truly yours,

  
W. MARTIN MORICS  
Comptroller

WMM:JB

UN32 Scientific Personnel 2007-2011

c: Labor Relations  
Deferrred Comp  
ERS

March 16, 2007

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

Dear Mr. Owczarski:

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

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

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

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

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

Sincerely

Troy M. Hamblin  
Labor Negotiator

TMH:JAA:lk

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

November 16, 2009

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

Dear Committee Members:

Re: Common Council File #070018

Agreements on Memoranda of Understandings have been reached between the City Negotiating Team and The Association of Scientific Personnel. The Memoranda of Understandings cover wages, hours and conditions of employment for the periods commencing January 1, 2007 through December 31, 2009, and January 1, 2010 through December 31, 2011.

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

It is recommended that the attached resolution be approved.

Sincerely,

Troy M. Hamblin  
City Labor Negotiator

Attachments

NMF  
F&P\_TA-SciPer\_07-11\_10-26-09  
labr/SCIPERS/07-09, 10-11 Implementation

**Summary of Wage and Fringe Benefit Modifications in the Tentative Agreement  
Between the City of Milwaukee and  
The Association of Scientific Personnel  
Three-year Agreement  
CC# 070018**

1. Duration, Article 1: Three year: January 1, 2007 through December 31, 2009.
2. Base Salary, Article 9:
  - a. Effective Pay Period 1, 2007, a 2% across the board increase over Pay Period 26, 2006 wage rates.
  - b. Effective Pay Period 1, 2008, a 1% across the board increase over Pay Period 26, 2007 wage rates.
  - c. Effective Pay Period 14, 2008, a 1% across the board increase over Pay Period 13, 2008 wage rates.
  - d. Effective Pay Period 1, 2009, a 1% across the board increase over Pay Period 26, 2008 wage rates.
  - e. Effective Pay Period 14, 2009, a 1% across the board increase over Pay Period 13, 2009 wage rates.
  - f. Within 60 days following the execution date of the 2007-2009 Agreement, all employees who are capable of maintaining a financial relationship with a banking institution shall participate in direct deposit of pay checks.
3. Health Insurance, Article 27:
  - a. Basic Plan: Effective the first full calendar month following implementation of a Health Risk Assessment (HRA), including basic biometrics and a blood draw, but not sooner than December 1, 2009, increase the monthly employee contribution to \$85 single/\$170 family. The monthly employee contribution shall increase \$20 per month for each adult (maximum of two, not including dependent children) who does not participate fully in the HRA. For employees with single coverage and for employees and their spouse (if applicable) with family coverage who fully participate in the HRA and who do not smoke (as determined by the HRA), the monthly contribution shall be \$75 per month for single coverage and \$150 per month for family coverage.
  - b. HMO: Effective upon execution of the Agreement, eliminate requirement to offer an HMO. City may offer an exclusive provider organization with a South Eastern Wisconsin network and no coverage outside of network. Effective the first full calendar month following the execution of this



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

- c. Wellness and Prevention Program and Committee shall be established to promote wellness and prevention of illness among employees and their families. The City shall not spend more than two million dollars, annually, Citywide, including the cost of conducting the HRA, on the Wellness and Prevention Program.
- d. For a limited benefit employee in active service, or who retires, or receives a duty disability retirement allowance during the term of this Agreement effective the first full calendar month following implementation of the annual HRA but not sooner than December 1, 2009, in addition to the employee contribution specified in subsections 27.3.a.(1) and (2) of this Agreement for active employees, such employees shall also contribute the amount toward meeting the subscriber cost in the Plan elected as specified in subsections 27.5 of this Agreement

#### 4. Pension Benefits, Article 26:

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

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

5. Sick Leave, Article 19:

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

6. Layoffs:

The City agrees that there will be no layoffs of Association employees from October 2, 2009 through December 31, 2009 with the exception of seasonal layoffs and loss of grant funding.

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

7. Furlough:

The Union agrees to withdraw any current 2009 grievances regarding the July 2, 2009 and/or September 8, 2009 furlough days with out precedent or prejudice, and the Union agrees it will not file a prohibited practice complaint or any other legal action regarding the 2009 furlough days.

8. City Letter:

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

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

**Summary of Wage and Fringe Benefit Modifications in the Tentative Agreement  
Between the City of Milwaukee and  
The Association of Scientific Personnel  
Two-year Agreement  
CC# 070018**

1. Duration, Article 1: Two year: January 1, 2010 through December 31, 2011.
2. Base Salary, Article 9:
  - a. During the term of the Agreement, the biweekly base salary paid to employees shall be those rates which became effective Pay Period 14, 2009.
  - b. Effective Pay Period 1, 2010 through Pay Period 26, 2011 there shall be no pay step advancement.
    - This provision shall expire at the end of Pay Period 26, 2011.
3. Pension Benefits, Article 26:
  - a. Effective 1/1/2010 through 12/31/2011 employees who retire from active service on a normal service retirement or an early retirement during the term of the Agreement shall receive a 2% COLA increase after the first twelve months of retirement.
    - This provision shall expire 12/31/2011.
  - b. Employees who retire from active service between 1/1/2010 and 12/31/2010 on a normal service retirement or an early service retirement shall be eligible for a bonus year. That year may be, at the discretion of the employee, added to either age, for eligibility qualification, or years of service. The bonus year may be split into portions no smaller than full months and used for a combination of age and service not to exceed 12 months in total. If the bonus year is used as an additional year of service credit the total years of service cannot exceed 35, and will not be used to break the 70% cap. In order to be eligible for this benefit, employees must provide notice only of their intent to retire during 2010 to their Department head or designee by August 31, 2010.
    - This provision shall expire 12/31/2010.
  - c. Employee's hired on or after 1/1/2010 shall be required to pay member contributions equal to 5.5%.

4. Health Insurance, Article 27:

Employees who retire from active service on a normal service retirement and elect to use the bonus year to meet the minimum age requirements or years of creditable service for retiree health insurance shall be entitled to the benefits under subsections 27.2.e or f and costs under subsection 27.3.c.(1) or (2).

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

5. Sick Leave, Article 19:

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

6. Layoffs:

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

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

7. Furloughs:

a. There shall be no more than four furlough days during calendar year 2010 and no more than four furlough days during calendar year 2011.

b. The policies set as set forth in the Department of Employee Relations Mandatory Furlough and Administrative Guidelines policy dated June 19, 2009 regarding benefits during furlough days shall apply in calendar years 2010 and 2011.

c. The agreement on furloughs shall not be used by either party in future grievances, prohibited practice complaints, or any other legal actions.

d. These provisions shall expire at the end of Pay Period 26, 2011.

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

## CITY OF MILWAUKEE FISCAL NOTE

A) Date: 11-16-09

File Number: 070018

Original Fiscal Note ☒ Substitute ☐

Subject: Resolution to ratify and confirm the final agreement between the City of Milwaukee and The Association of Scientific Personnel.

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

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

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

E) Purpose	Specify Type/Use	Account	Expenditure	Revenue	Savings
Salaries/Wages:			121,871		
Pensions:			19,813		
Health Ins:					1,760
Life Ins:			647		
Equip Repair:					
Other: Auto					
<b>Totals</b>			142,331		1,760

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 \$83,806 and savings of \$7,044 will recur on an annual basis ('07, '08 and '09 repeats).

H) Computations used in arriving at fiscal estimate:

Current staffing levels.

Please list any comments on reverse side and check here ☐

## CITY OF MILWAUKEE FISCAL NOTE

A) Date: 11/16/09

File Number: 070018

Original Fiscal Note ☒ Substitute ☐

Subject: Resolution to ratify and confirm the final agreement between the City of Milwaukee and The Association of Scientific Personnel.

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

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

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

E) Purpose	Specify Type/Use	Account	Expenditure	Revenue	Savings
Salaries/Wages:					
Pensions:			40,000		
Health Ins:					
Life Ins:					
Equip Repair:					
Other: Auto					
<b>Totals</b>			40,000		

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

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

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

Costs of \$40,000 will recur on an annual basis during the period of amortization of this cost. An estimated savings of \$3,000 recur during 2010 and 2011 due to the elimination of pay step advancement.

H) Computations used in arriving at fiscal estimate:

Current staffing and prior years' experience.

Please list any comments on reverse side and check here ☐

November 19, 2009 VIA EMAIL

Mr. Troy Hamblin  
Labor Negotiator  
City of Milwaukee  
200 E. Wells St, Rm 701-A  
Milwaukee, WI 53202

**Re: Cost of Proposed Early Retirement Incentive for City Represented Employees**

Dear Troy:

As requested in your November 3, 2009 phone call, we have determined the fiscal impact of extending four combinations of the following two early retirement incentive (ERI) plan components (Numbered C1-C2), to City represented employees:

- C1. Effective 1/1/2010 through 12/31/2011 employees who retire during the term of Agreement shall receive a 2% COLA increase after twelve months of retirement. This provision shall sunset 12/31/2011.
- C2. Employees who retire from active service between 1/1/2010 and 12/31/2010 on a normal or early service retirement shall be eligible for a bonus year. That year may be, at the discretion of the employee, added to either age, for eligibility qualification, years of service, or some combination thereof. If the bonus year is used as an additional year of service credit the total years of service cannot exceed 35, and will not be used to break the 70% cap. This provision shall sunset 12/31/2010.

These two components are combined in various ways to form the four following ERI proposals (Numbered P1-P4), as listed below:

- P1. C1 and C2.
- P2. C1 modified to be effective from 1/1/2010 through 12/31/2010 only, and C2 unmodified.
- P3. C1 modified to be effective from 1/1/2010 through 12/31/2010 only, and C2 eliminated.
- P4. C2 only.

Along with City Staff, we have identified 199 active members that would be eligible for the four ERI proposals. If enacted, this proposal could increase the projected benefits to be paid to these 199 active members. Of these 199 members, based on their current situation they are projected to be eligible for and benefit from only certain proposals. (For example, some members will not benefit from P4 because of having already reached the 35 year service cap.) We are not aware of any additional incentives outside the retirement system that could incent early retirement behavior. As such, when evaluating proposals two through four, we have assumed that these individuals will not change their behavior, and that there will be no cost impact for these individuals should these proposals be enacted. The number of members projected to be eligible for and benefit from the proposals is summarized in the table below:

Group	Projected to be Eligible for and Benefit from Proposal			
	P1.	P2.	P3.	P4.
Eligible by 12/31/10 w/o use of bonus svc, svc $\geq$ 35	18	18	18	-
Eligible by 12/31/10 w/o use of bonus svc, svc $\leq$ 35	143	143	143	143
Eligible by 12/31/10 with use of bonus svc	38	38	-	38
Not eligible by 12/31/10*	—	—	—	—
<b>Total</b>	199	199	161	181

\* Note that to be part of the “Not Eligible by 12/31/10” group, the member needs to both turn 55 and reach 30 years of service in 2011. There are no such members in the study group.

Unless otherwise noted, this analysis is based on the participant data, actuarial assumptions and methods used to prepare the January 1, 2009 actuarial valuation. We have calculated the fiscal impact of these proposals as of January 1, 2009 if all eligible members elect the ERI (except as described above), as summarized in the table below:

**Potential Impact of ERI Assuming 100% Utilization by Eligible Benefiting Members**  
(dollars in thousands)

Item	Description	Liability			Amortization at 8.5%	
		Baseline	ERI	Increase	5 Years	24 Years
P1.	C1 and C2.	\$ 38,485	\$ 51,736	\$ 13,251	\$ 3,362	\$ 1,310
P2.	C1 modified to be effective from 1/1/2010 through 12/31/2010 only, and C2 unmodified.	38,485	51,736	13,251	3,362	1,310
P3.	C1 modified to be effective from 1/1/2010 through 12/31/2010 only, and C2 eliminated.	38,485	47,512	9,027	2,291	892
P4.	C2 only.	38,485	49,170	10,685	2,710	1,057

We have included an appendix with tables that break out each of the four proposals (P1-P4) by union group. See Appendix A for these figures.

The Baseline Liability above is the liability for all 199 members based on the current assumptions of the Retirement System. The 100% Utilization Liability is based on all eligible members electing the ERI at the earliest opportunity, reflecting the bonus year and COLA if applicable. Note that the actual utilization of an ERI is unpredictable. If it is anticipated that 50% of the affected group is likely to elect the ERI, it



is not unreasonable to use 50% of the costs above. It should be noted that the actual demographics of those that elect will greatly influence the final cost of the ERI.

There are two primary sources of ERI costs to the Retirement System. First, the benefit enhancements used to incent, the 2% cola and the bonus year, add costs to the Retirement System. Second, we anticipate that members will retire earlier than assumed in the annual valuation (except as noted above for unaffected members). For purposes of the annual valuation, we do not anticipate that all members will retire at the earliest retirement date, but rather member are anticipated to retire on average a few years after earliest retirement eligibility. When valuing the ERI we do assume that all members will retire at the earliest retirement date. Additional costs result from benefits being paid earlier than average. These additional costs from benefits being paid earlier than anticipated are a significant portion of the increase in liability.

If all 199 eligible members elect proposal 1 of the ERI, the annual contribution will decrease by the amount of employer normal cost which is estimated to be about \$1.5 million in the upcoming year. (For other proposals the decrease is slightly less.) The employer normal cost represents the cost of the accrual of benefits during 2009 for all eligible members. It should be noted that the savings above will rapidly decline to zero over the next few years.

The current funding policy for CMERS includes a provision for amortizing unfunded liabilities over a twenty four year period as of January 1, 2010. Assuming no change in policy, unfunded liabilities generated by an ERI will be amortized over the current board policy. We have included a twenty four year amortization of the costs. The cost associated with an ERI should be amortized over a short period of time that matches the period over which savings generated by the ERI are realized. Best practices dictate that these costs be paid back over a period of three to five years. As requested, we have included a five year amortization of costs in the exhibit above.

For purposes of this analysis, we have only isolated the potential impact on the Retirement System. The impact on other benefit programs has not been included in this analysis and should be developed to determine the overall impact on the City of the ERI.

The GFOA has a Recommended Practice regarding Early Retirement Incentives that we encourage the appropriate staff to read. We have attached a copy of the recommended practice to the cover email.

Please call me if you have any questions or need further information.

Sincerely,



Larry Langer, ASA, EA, MAAA  
Principal, Consulting Actuary

LL:pl

12736/C6787RET01-one-yr-bonus-retirement-incent.doc

## APPENDIX A

### Potential Impact of ERI Split By Union Code

#### Potential Impact of ERI Proposal 1 Assuming 100% Utilization by Eligible Members (dollars in thousands)

Union Code	Count	Liability			Amortization at 8.5%	
		Baseline	ERI	Increase	5 Years	24 Years
19	2	\$ 282	\$ 373	\$ 91	\$ 23	\$ 9
20	20	5,260	6,875	1,615	410	160
21	2	184	273	89	22	9
22	9	1,788	2,528	740	188	73
23	11	2,173	2,860	687	174	68
32	6	1,242	1,649	407	103	40
34	5	700	976	276	70	27
35	6	2,468	3,319	851	216	84
36	5	918	1,292	374	95	37
48	4	923	1,208	285	72	28
52	59	7,700	10,469	2,769	703	274
61	34	4,664	6,361	1,697	431	168
71	25	7,340	9,748	2,408	611	238
MBCTC	11	2,843	3,805	962	244	95
Total	199	38,485	51,736	13,251	3,362	1,310

#### Potential Impact of ERI Proposal 2 Assuming 100% Utilization by Eligible Members (dollars in thousands)

Union Code	Count	Liability			Amortization at 8.5%	
		Baseline	ERI	Increase	5 Years	24 Years
19	2	\$ 282	\$ 373	\$ 91	\$ 23	\$ 9
20	20	5,260	6,875	1,615	410	160
21	2	184	273	89	22	9
22	9	1,788	2,528	740	188	73
23	11	2,173	2,860	687	174	68
32	6	1,242	1,649	407	103	40
34	5	700	976	276	70	27
35	6	2,468	3,319	851	216	84
36	5	918	1,292	374	95	37
48	4	923	1,208	285	72	28
52	59	7,700	10,469	2,769	703	274
61	34	4,664	6,361	1,697	431	168
71	25	7,340	9,748	2,408	611	238
MBCTC	11	2,843	3,805	962	244	95
Total	199	38,485	51,736	13,251	3,362	1,310

## APPENDIX A

### Potential Impact of ERI Split By Union Code

#### Potential Impact of ERI Proposal 3 Assuming 100% Utilization by Eligible Members (dollars in thousands)

Union Code	Count	Liability			Amortization at 8.5%	
		Baseline	ERI	Increase	5 Years	24 Years
19	2	\$ 282	\$ 353	\$ 71	\$ 18	\$ 7
20	15	5,260	6,327	1,067	271	106
21	0	184	184	-	-	-
22	6	1,788	2,274	486	123	48
23	10	2,173	2,762	589	149	58
32	4	1,242	1,530	288	73	28
34	5	700	913	213	54	21
35	4	2,468	2,869	401	102	40
36	4	918	1,172	254	65	25
48	3	923	1,111	188	48	19
52	50	7,700	9,685	1,985	504	196
61	28	4,664	5,748	1,084	275	107
71	20	7,340	8,979	1,639	416	162
MBCTC	10	2,843	3,605	762	193	75
Total	161	38,485	47,512	9,027	2,291	892

#### Potential Impact of ERI Proposal 4 Assuming 100% Utilization by Eligible Members (dollars in thousands)

Union Code	Count	Liability			Amortization at 8.5%	
		Baseline	ERI	Increase	5 Years	24 Years
19	2	\$ 282	\$ 366	\$ 84	\$ 21	\$ 8
20	17	5,259	6,409	1,150	292	114
21	2	184	267	83	21	8
22	9	1,788	2,478	690	175	68
23	7	2,173	2,472	299	76	30
32	5	1,242	1,506	264	67	26
34	5	700	957	257	65	25
35	6	2,468	3,254	786	199	78
36	5	918	1,267	349	88	35
48	4	923	1,185	262	66	26
52	53	7,700	9,834	2,134	542	211
61	32	4,664	6,110	1,446	367	143
71	23	7,340	9,334	1,994	506	197
MBCTC	11	2,844	3,731	887	225	88
Total	181	38,485	49,170	10,685	2,710	1,057

AGREEMENT  
Between  
CITY OF MILWAUKEE  
and  
ASSOCIATION OF SCIENTIFIC PERSONNEL

Effective January 1, 2007 through December 31, 2009

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 ASSOCIATION OF SCIENTIFIC PERSONNEL, 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.

## **ARTICLE 1**

### **DURATION OF AGREEMENT AND TIMETABLE**

1. This Agreement shall be in effect beginning at 12:01 a.m. on January 1, 2007, and ending at 12:01 a. m. on January 1, 2010, unless both parties agree to extend it beyond that date.
2. Except as provided in Subsection 3, below, not earlier than June 15, 2009, nor later than July 1, 2009, the Union shall give the City written notice in accordance with the NOTICES ARTICLE of this Agreement indicating areas in a succeeding labor agreement in which changes are requested; conferences and negotiations shall be carried on by the parties hereto beginning thirty (30) calendar days following the date such notice is provided.
3. Any matter which directly or indirectly relates to wages, hours or conditions of employment or which relates to other matters, whether the same are specifically covered by this Agreement or not, will not be a subject for bargaining during the term of this Agreement, provided, however, this item is subject to the WAIVER OF NEGOTIATIONS Article of this Agreement.

## **ARTICLE 2**

### **RECOGNITION**

1. The City recognizes the Union as the exclusive collective bargaining agent for all employees it has been certified to represent by the WERC.
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.
3. In the event a consolidation occurs in any City department, between City departments, or units thereof whose employees in part or in whole are within a recognized bargaining unit and such consolidation results in a combining of the employees in the department who were members of more than one bargaining unit; then a new election shall be requested of the Wisconsin Employment Relations Commission. The certified representative as determined by the WERC pursuant to the election shall assume the contractual obligations of each and every consolidated unit as if no consolidation had occurred until the expiration of existing contract terms.
4. In the event new positions not now covered by the recognition provisions of this Agreement are created by the City through action of the Common Council and said positions would be embraced within the bargaining unit, provided the parties agree that the new position(s) should be embraced within the bargaining unit; then the employees appointed to such positions shall be deemed part of such bargaining unit and shall be represented by the bargaining unit, and they shall also be covered by the Agreement between the Association of Scientific Personnel and the City.
5. It is understood that the bargaining unit set forth above is subject to determination by the WERC under the Wisconsin Statutes.

### **ARTICLE 3**

#### **SUBORDINATE TO CHARTER**

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

## **ARTICLE 4**

### **ORDINANCE AND RESOLUTION REFERENCES**

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



## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

1. The Union recognizes the right of the City to operate and manage its affairs in all respects. Any power or authority which the City has not officially abridged, delegated or modified by this Agreement is retained by the City.
2. The Union recognizes the exclusive right of the City to establish 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.
3. The City shall have the right to determine schedules of work and to establish the methods and processes by which such work is performed.
4. The City has the right to schedule and assign regular and overtime work as required.
5. The City reserves the right to discipline or discharge for cause; except that discipline or discharge of a probationary employee in an entry level classification shall not have to be for cause. When it becomes necessary to suspend, terminate or discharge a non-probationary employee, the City will give notice to the Union before taking such action except when, in the judgment of the City, emergency action is required. In such cases, the Union will be notified as soon as practicable after the action has taken place. This provision is not to be construed as requiring a meeting with the Union. Notices for suspensions, terminations or discharges shall not be subject to the NOTICES provision of this Agreement, requiring "certified mail" but, rather shall be given by the most expeditious means as determined by the City.
6. The Union recognizes that every incidental duty connected with an operation enumerated in a job description is not always specifically described, nevertheless, it is intended that all such duties shall be performed by the employee.
7. The City reserves the right to layoff employees.
8. Effective October 14, 2009 thru December 31, 2009, there shall be no layoffs of bargaining unit employees with the exception of seasonal layoffs and layoffs due to loss

of grant funding. This provision shall expire Pay Period 26, 2009.

9. 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.
10. The City shall have the authority, without prior negotiations, to consolidate operations of two or more departments or bureaus or to consolidate operations within a department or bureau or to reorganize within a department or bureau. The City will give the Union reasonable and timely notice and an opportunity to present its position when bargaining unit personnel are involved and affected by the City's proposed action.

## **ARTICLE 6**

### **GRIEVANCE AND ARBITRATION**

#### 1. Grievances

- a. A grievance is a difference of opinion or dispute involving the interpretation, application or enforcement of the provisions of this agreement.
- b. The following matters shall not constitute a grievance hereunder:
  - (1) Interpretation, application, enforcement or administration of any matter involving the City pension systems, including pension benefits provided by such systems and their administration.
  - (2) Termination or discipline of a probationary employee.
  - (3) The articles of this agreement entitled Subordinate to Charter and Management Rights with the exception of discipline for cause.
  - (4) Matters involving the approval of medical or dental insurance claims filed by an employee on behalf of him/herself or on behalf of his/her dependent.
  - (5) Any matter which is not initiated within ten (10) working days of the date upon which the employee knew or could reasonably have known of the event giving rise to the dispute.

#### 2. Procedure

- a. Step One. An employee who has a grievance shall within 10 working days of the event giving rise to the dispute first present the grievance orally to his/her section head, either alone or accompanied by a Union representative.
- b. Step Two. If the grievance is not settled at the first step, within ten (10) working days the Union or employee shall appeal in writing to the division head. A written decision on the appeal shall be given to the employee and Union within ten (10) working days of receipt of the appeal.
- c. Step Three. If the grievance is not settled at the second step, within ten (10) days the Union or employee shall appeal in writing to the department head. A written

decision on the appeal shall be given to the employee and Union within ten (10) working days of receipt of the appeal.

3. Arbitration

- a. If the department head's written answer to the grievance is unsatisfactory to the Union, the Union shall, within ten (10) working days of receipt of the decision, notify the City Labor Negotiator in writing of its intention to refer the grievance to arbitration. After the notice of intent to proceed to arbitration is received, the grievance shall be reviewed at a meeting between the City Labor Negotiator and the President of the Union or their designees. The designated participants shall be empowered to settle the grievance. The grievance shall not be presented before an Arbitrator until such a meeting has occurred or been waived by mutual written agreement.
- b. If the grievance is not resolved by the procedure in subsection 3.a., above, the matter shall go to arbitration except that no matter shall be subject of arbitration unless arbitration is requested within 120 working days of the date the event occurred giving rise to the dispute. The parties shall first attempt to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within five (5) working days, the parties shall immediately jointly request the Wisconsin Employment Relations Commission to submit a panel of five (5) potential arbitrators. The Union president and the City Labor Negotiator or their designees shall, after the receipt of the lists, meet promptly to select an arbitrator. The arbitrator shall be selected by the parties' alternately striking names until one name remains. The parties shall notify the arbitrator in writing of his/her selection, and request that he/she set a time and place for an arbitration hearing.
- c. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue. The arbitrator shall have no authority to grant wage increases or wage decreases, or to increase the number of

jobs in the City.

- d. The arbitrator shall have no authority to make a decision contrary to, inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law or any City ordinance.
- e. The arbitrators shall submit in writing his/her decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension of the time.
- f. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.
- g. The fee and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the City and the Union. Each party shall be responsible for compensating its own representatives and witnesses, and bearing the costs of its own copy of the written transcript.

4. 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 employer's last answer. If the employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the department head and the Union representative involved in each 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.

## **ARTICLE 7**

### **LIMITATIONS ON UNION ACTIVITY**

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 time.

## **ARTICLE 8**

### **NOTICES**

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.
2. All notices to be sent by the City to the Union shall be in writing and sent by certified mail to the President of the Union.
3. Subject to their mutual consent, the City and the Union may waive the certified mail requirement provided above whenever they deem it appropriate.

## **ARTICLE 9**

### **NEGOTIATIONS**

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.
2. The Union shall advise the City of the names of its negotiators. 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 meetings so as to permit notification of the appropriate City department.
3. One or more representatives from the Union shall be paid regular base salary up to a combined total of 50 hours annually for negotiating time during regular working hours under the following conditions:
  - a. No payment will be made for time outside regular working hours.
  - b. No payment will be made for time in excess of eight hours.
  - c. Reasonable travel time from site of employment to site of meeting will be allowed.
  - d. The City Labor Negotiator shall interpret and administer the provisions of this Article.



## **ARTICLE 10**

### **DUES DEDUCTIONS/AGENCY SHOP**

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.
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.
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, an amount that is equal to the proportionate share of the cost of the collective bargaining process and contract administration measured by amount of dues uniformly required of all members of the Union 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.
4. The Union shall file a report with the Division of Labor Relations certifying the amount of the employees' dues deduction and fair share dues deduction that is required of all employees represented by the Union. Changes in union membership dues or fair share dues shall be certified by the Union and filed with the Division of Labor Relations at least four (4) weeks before the start of the pay period the changed deduction is to be effective.
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.
6. The City will honor only dues deduction cards which authorize dues to the certified bargaining unit which represents the employee or dues deductions authorized by

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

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.
8. The Union will fully and fairly represent all members of the bargaining unit regardless of whether they are members of the Union.
9. The Union shall, at its sole cost and expense, fully indemnify, defend and hold harmless the City, its officers, agents and employees against any and all claims, suits, actions or liability of judgments for damages (including, but not limited to, expenses for reasonable legal fees and disbursements of the City, if any) arising from any objections to or contesting of the validity of any dues or agency shop deductions or the interpretation, application or enforcement of this provision.

## **ARTICLE 11**

### **PROHIBITION OF STRIKES AND LOCKOUTS**

1. The Union pledges itself to make every effort to maintain unimpaired service to the City. 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, participate in a sympathy strike, participate in a wildcat strike, engage in a work speedup or slowdown, engage in so-called "sickout" activity, disrupt, impede any City functions or refuse to perform any customarily assigned duties for the City. Any local of the Union shall also be prohibited from taking the action enumerated in this section. However, whether or not the Union or a local, 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.
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 order its members to return to work in writing, 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. 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, directly or indirectly, the strike.
3. The City will not lock out employees. If any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, or slowdown by any other employees, the inability to work shall not be deemed a lockout under the

provisions of this section.

## **ARTICLE 12**

### **BASE SALARY**

1. Effective Pay Period 1, 2007 (December 31, 2006) the biweekly salary for employees shall be as follows:

- a. Pay Range 635<sup>(1)</sup>: Medical Laboratory Technician

Step 1.	\$1,371.57
Step 2.	1,401.19
Step 3.	1,434.48
Step 4.	1,469.50
Step 5.	1,506.36
Step 6.	1,572.89

- b. Pay Range 640<sup>(1)</sup>: Microbiologist I, Chemist I, Virologist I

Step 1.	\$1,463.79
Step 2.	1,505.87
Step 3.	1,553.69
Step 4.	1,604.98
Step 5.	1,658.24

- c. Pay Range 642<sup>(1)</sup>: Microbiologist II, Chemist II, Virologist II

Step 1.	\$1,715.75
Step 2.	1,778.34
Step 3.	1,845.78
Step 4.	1,916.71
Step 5.	1,980.88
Step 6.	2,080.58

- d. Pay Range 644<sup>(1)</sup>: Microbiologist III, Chemist III, Virologist III

Step 1.	\$1,980.88
Step 2.	2,050.61
Step 3.	2,120.17
Step 4.	2,212.14
Step 5.	2,304.28
Step 6.	2,407.01

- e. Pay Range 646<sup>(1)</sup>: Laboratory Information Systems Specialist

Step 1.	\$2,212.14
Step 2.	2,304.28
Step 3.	2,407.01
Step 4.	2,486.43
Step 5.	2,568.48
Step 6.	2,653.23

<sup>(1)</sup> Appointment may be at any step of the range.

2. Effective Pay Period 1, 2008 (December 30, 2007) the biweekly salary for employees

shall be as follows:

a. Pay Range 635: Medical Laboratory Technician

Step 1.	\$1,385.29
Step 2.	1,415.20
Step 3.	1,448.82
Step 4.	1,484.20
Step 5.	1,521.42
Step 6.	1,588.62

b. Pay Range 640<sup>(1)</sup>: Microbiologist I, Chemist I, Virologist I

Step 1.	\$1,478.43
Step 2.	1,520.93
Step 3.	1,569.23
Step 4.	1,621.03
Step 5.	1,674.82

c. Pay Range 642<sup>(1)</sup>: Microbiologist II, Chemist II, Virologist II

Step 1.	\$1,732.91
Step 2.	1,796.12
Step 3.	1,864.24
Step 4.	1,935.88
Step 5.	2,000.69
Step 6.	2,101.39

d. Pay Range 644<sup>(1)</sup>: Microbiologist III, Chemist III, Virologist III

Step 1.	\$2,000.69
Step 2.	2,071.12
Step 3.	2,141.37
Step 4.	2,234.26
Step 5.	2,327.32
Step 6.	2,431.08

e. Pay Range 646<sup>(1)</sup>: Laboratory Information Systems

Step 1.	\$2,234.26
Step 2.	2,327.32
Step 3.	2,431.08
Step 4.	2,511.29
Step 5.	2,594.16
Step 6.	2,679.76

<sup>(1)</sup> Appointment may be at any step of the range.

3. Effective Pay Period 14, 2008 (June 29, 2008) the biweekly salary for employees shall be as follows:

a. Pay Range 635: Medical Laboratory Technician

Step 1.	\$1,399.14
Step 2.	1,429.35

Step 3.	1,463.31
Step 4.	1,499.04
Step 5.	1,536.63
Step 6.	1,604.51

b. Pay Range 640<sup>(1)</sup>: Microbiologist I, Chemist I, Virologist I

Step 1.	\$1,493.21
Step 2.	1,536.14
Step 3.	1,584.92
Step 4.	1,637.24
Step 5.	1,691.57

c. Pay Range 642<sup>(1)</sup>: Microbiologist II, Chemist II, Virologist II

Step 1.	\$1,750.24
Step 2.	1,814.08
Step 3.	1,882.88
Step 4.	1,955.24
Step 5.	2,020.70
Step 6.	2,122.40

d. Pay Range 644<sup>(1)</sup>: Microbiologist III, Chemist III, Virologist III

Step 1.	\$2,020.70
Step 2.	2,091.83
Step 3.	2,162.78
Step 4.	2,256.60
Step 5.	2,350.59
Step 6.	2,455.39

e. Pay Range 646<sup>(1)</sup>: Laboratory Information Systems

Step 1.	\$2,256.60
Step 2.	2,350.59
Step 3.	2,455.39
Step 4.	2,536.40
Step 5.	2,620.10
Step 6.	2,706.56

<sup>(1)</sup> Appointment may be at any step of the range.

4. Effective Pay Period 1, 2009 (December 28, 2008) the biweekly salary for employees shall be as follows:

a. Pay Range 635: Medical Laboratory Technician

Step 1.	\$1,413.13
Step 2.	1,443.64
Step 3.	1,477.94
Step 4.	1,514.03
Step 5.	1,552.00
Step 6.	1,620.56

b. Pay Range 640<sup>(1)</sup>: Microbiologist I, Chemist I, Virologist I

Step 1.	\$1,508.14
Step 2.	1,551.50
Step 3.	1,600.77
Step 4.	1,653.61
Step 5	1,708.49

c. Pay Range 642<sup>(1)</sup>: Microbiologist II, Chemist II, Virologist II

Step 1.	\$1,767.74
Step 2.	1,832.22
Step 3.	1,901.71
Step 4.	1,974.79
Step 5.	2,040.91
Step 6.	2,143.62

d. Pay Range 644<sup>(1)</sup>: Microbiologist III, Chemist III, Virologist III

Step 1.	\$2,040.91
Step 2.	2,112.75
Step 3.	2,184.41
Step 4.	2,279.17
Step 5.	2,374.10
Step 6.	2,479.94

e. Pay Range 646<sup>(1)</sup>: Laboratory Information Systems Specialist

Step 1.	\$2,279.17
Step 2.	2,374.10
Step 3.	2,479.94
Step 4.	2,561.76
Step 5.	2,646.30
Step 6.	2,733.63

<sup>(1)</sup> Appointment may be at any step of the range.

5. Effective Pay Period 14, 2009 (June 28, 2009) the biweekly salary for employees shall be as follows:

a. Pay Range 635: Medical Laboratory Technician

Step 1.	\$1,427.26
Step 2.	1,458.08
Step 3.	1,492.72
Step 4.	1,529.17
Step 5.	1,567.52
Step 6.	1,636.77

b. Pay Range 640<sup>(1)</sup>: Microbiologist I, Chemist I, Virologist I

Step 1.	\$1,523.22
Step 2.	1,567.02
Step 3.	1,616.78
Step 4.	1,670.15
Step 5	1,725.57

c. Pay Range 642<sup>(1)</sup>: Microbiologist II, Chemist II, Virologist II



Step 1.	\$1,785.42
Step 2.	1,850.54
Step 3.	1,920.73
Step 4.	1,994.54
Step 5.	2,061.32
Step 6.	2,165.06

d. Pay Range 644<sup>(1)</sup>: Microbiologist III, Chemist III, Virologist III

Step 1.	\$2,061.32
Step 2.	2,133.88
Step 3.	2,206.25
Step 4.	2,301.96
Step 5.	2,397.84
Step 6.	2,504.74

e. Pay Range 646<sup>(1)</sup>: Laboratory Information Systems Specialist

Step 1.	\$2,301.96
Step 2.	2,397.84
Step 3.	2,504.74
Step 4.	2,587.38
Step 5.	2,672.76
Step 6.	2,760.97

<sup>(1)</sup> Appointment may be at any step of the range.

6. An employee completing one year of active service within a pay step other than the highest pay step shall advance to the next pay step on his/her anniversary date. Active service, as used herein, shall mean the performance of assigned duties and shall include time spent by an employee on paid leave as provided in this Agreement, but shall not include any time spent by an employee on leave without pay.
7. Base salaries of employees shall be paid biweekly and shall be in compensation for the full performance of the regularly scheduled hours of work for the given biweekly pay period in accordance with the HOURS OF WORK Article of this Agreement. When less than the full schedule of hours is worked by an employee during any such biweekly pay period, the employee's biweekly base salary for that period shall be reduced by an amount equivalent to his/her hourly base salary rate computed on the basis of his/her average work week in effect as established under the HOURS OF WORK Article of this Agreement for each hour, or fraction thereof to the nearest 0.1 of an hour, during which work is not performed.
8. The parties agree that, where the City deems it necessary to aid recruitment, the City may make reallocations or change recruitment rates during the term of this Agreement;

however, in such cases, the City agrees to inform the Union prior to implementing such changes.

9. The City reserves the right to make classification changes, but said changes shall not operate to reduce the salary of current incumbents. These changes shall not be subject to the Grievance and Arbitration Article.
10. The City reserves the right to make corrections of errors to the salary ordinance, if any are found.
11. Retroactive wage payments. The parties to this collective bargaining agreement elect not to be bound by the required frequency of wage payment provisions of 109.03, 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 60 days from the execution of this Agreement.
12. Within 60 days following the execution date of the 2007-2009 Agreement, all employees who are capable of maintaining a financial relationship with a banking institution shall participate in direct deposit of pay checks.

## **ARTICLE 13**

### **HOURS OF WORK**

1. The normal work day for an employee covered by this Agreement shall be eight (8) consecutive hours per calendar day, except for an unpaid lunch period as assigned. As far as is practicable, this work day shall conform with the established hours of business. This conformity shall not interfere with the special time schedules governing departments operating more than eight (8) hours in each calendar day, nor shall this provision be construed as prohibiting the creation of part-time employment or the establishment of rotating, staggered, or shortened work periods.
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 for eligible employees 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 for eligible employees 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 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.
3. "Time Worked" means the time worked during regularly scheduled work periods, time taken off on authorized sick leave, vacation, or any other period for which the employee was compensated, including officially excused time lost such as that due to inclement weather and time lost due to civil emergencies by employees who were ready, willing, and able to report to work.
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 14**

### **OVERTIME, SHOW-UP PAY, ON-CALL PAY**

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

Medical Laboratory Technician  
Microbiologist I  
Microbiologist II  
Chemist I  
Chemist II  
Virologist I  
Virologist II

- a. 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. Overtime compensation will only be paid for time actually worked.
- b. The Department Head or his/her designee shall have the authority to schedule and assign all overtime work.
- c. Overtime shall be compensated at a rate of one and one-half (1.5X) times the overtime hours actually worked in cash or compensatory time off at the discretion of the Department Head.
- d. The accumulated credit for each employee shall not exceed 120 hours worked, which is the equivalent on a time and one-half (1.5X) basis to 180 hours taken off. The City shall have the authority to reduce compensatory time balances.
- e. The prescribed pay for overtime work shall not apply until all unexcused hours in any calendar day or week have been worked for on a straight-time basis or before any hours previously lost at any time by reason of inclement weather, civil disturbances or causes beyond the control of the employee, as determined by the City when the employee was able to report to work, have been made up by working hours in excess of the regular working hours on a basis of one and one-half (1.5) hours' credit for each hour of work lost.

- f. Application of the provisions of this Article shall not allow pyramiding of overtime.
  - g. 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.
2. Employees in active service and in the position classifications of Chemist III, Microbiologist III, Virologist III and Laboratory Information Systems Specialist shall be eligible to receive overtime benefits as provided in section 1 of this OVERTIME ARTICLE, except as follows:

In lieu of section 1.a., above, overtime means authorized work performed in excess of the 40-hour work week or for work performed on holidays. This overtime pay provision shall not apply to hours worked in excess the 40-hour work week as a result of the employee's flexible schedule.

#### SPECIAL OVERTIME COMPENSATION

- a. On any continuous time worked in excess of twelve (12) hours, 25 cents shall be added to the base pay and the employee compensated at a rate of one and one-half (1.5) hours in compensatory time off or cash, at the discretion of the Department Head.
- b. For non-scheduled overtime worked on Sundays and/or holidays designated in this Agreement, the employee shall be compensated at the rate of one and three-quarters (1.75X) times his/her regular base salary in compensatory time off or cash, at the discretion of the Department Head. Non-scheduled overtime is an overtime work assignment that is not "arranged in advance" as defined in subsection 2 of the HOURS OF WORK Article. Hours of work affected by this paragraph shall be those which fall within the calendar day of the Sunday or holiday.

#### SHOW-UP PAY

- a. All employees, except part-time personnel, who report for work at a regularly assigned time and who are officially excused and sent home due to lack of work

or inclement weather shall be credited with hours worked, but not less than two (2) hours pay at their straight time rate, except that the time credited for employees who work less than full time shall be prorated.

- b. All employees who report to work for an emergency overtime assignment on a day other than a Sunday or a holiday at the direction of competent authority and who are officially excused before completing three (3) hours of work, shall be credited with three (3) hours pay at time and one-half (1.5X). Such credit shall be given in compensatory time off or in cash at the discretion of the Department Head, in accordance with the OVERTIME Article of this Agreement.
- c. All employees who are required to work emergency overtime hours on a Sunday or a holiday at the direction of competent authority, and who are officially excused before completing three (3) hours of work, shall be credited with three (3) hours pay at time and three quarters (1.75X). Such credit shall be given in compensatory time off or cash at the discretion of the Department Head in accordance with the OVERTIME Article of this Agreement.

#### ON-CALL PAY

- a. An employee who is on an authorized on-call assignment shall be compensated at the rate of one (1) hour of pay in cash for each eight hour time period or fraction thereof outside an employee's regularly scheduled workday, weekend day or holiday that he or she is so assigned. An employee who is on authorized on-call must be available to work and be able to report to work within two hours from the time he/she is notified by the Public Health Laboratories Director or designee. As deemed necessary at the discretion of the Public Health Laboratories Director or designee, employees on an authorized on call assignment may be directed to report in less than two hours, when reasonably possible.
- b. An employee in a classification listed under Article 14, section 1, who is on an authorized on-call assignment and who is called in to work during his/her on-call shift shall be compensated at time and one-half in either compensatory time

off or in cash at the Department Head's discretion for any time actually spent on an authorized assignment outside his/her regularly scheduled shift.

- c. An employee in a classification listed under Article 14, section 2, who is on an authorized on-call assignment and who is called in to work during his/her on-call shift shall be compensated at time and one-half in either compensatory time off or in cash at the Department Head's discretion for any time actually spent on an authorized assignment in excess of the 40 hour work week.



## **ARTICLE 15**

### **FLEXIBLE SCHEDULE**

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

Microbiologist III  
Chemist III  
Virologist III  
Laboratory Information Systems Specialist

- a. The flexible schedule arrangement permits those employees who are eligible and authorized to use it some flexibility in scheduling working hours.
- b. Employees are required to work an average of at least 40 hours per week to be eligible for flexible scheduling.
- c. Daily schedules may be adjusted from time to time in accordance with departmental needs as determined by the Department Head or his/her designee.
- d. The Department Head or his/her designee shall administer the provisions of this section and shall determine the manner in which the use of flexible schedule is to be applied.
- e. Employees in positions covered by the Flexible Schedule shall not be eligible for overtime benefits under Article 14 for any hours worked in excess of 40 hours in a work week as a result of the employee using flexibility in scheduling working hours. These employees shall only be eligible for Overtime benefits under Article 14 when the Department Head assigned them to work in excess of their 40 hour work week or on a holiday and the employees performed the assigned work in excess of their 40 hour work week or on a holiday.

## **ARTICLE 16**

### **SHIFT DIFFERENTIAL**

1. Employees in the following job classifications shall be eligible for a shift differential in accordance with the terms and conditions of this Article:

Medical Laboratory Technician  
Chemist I  
Chemist II  
Microbiologist I  
Microbiologist II  
Virologist I  
Virologist II

2. An employee who works at least (4) hours of his/her regularly scheduled eight-hour shift within the second or third shift as defined in subsection 2.a. or 2.b., below, shall be paid, in addition to his/her base salary, the following shift differential premium rates:

- 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.

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

3. Weekend differential for regularly scheduled Saturday work paid to an employee shall be in the amount of \$0.50 per hour and weekend differential for regularly scheduled Sunday work and holidays paid to an employee shall be in the amount of \$0.60 per hour.
4. An employee who is on paid vacation, holiday, personal day, sick leave or funeral leave during a period in which his/her regular shift assignment is the second or 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.
5. 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 17**

### **VACATIONS**

1. An employee shall earn vacation time in the following manner :
  - a. 3.7 hours per pay period for employees who have completed less than 4 years' creditable service;
  - b. 5.3 hours per pay period for employees who have completed at least 4 but less than 9 years of creditable service;
  - c. 6.8 hours per pay period for employees who have completed at least 9 but less than 14 years of creditable service;
  - d. 8.4 hours per pay period for employees who have completed at least 14 but less than 21 years of creditable service.
  - e. 9.9 hours per pay period for employees who have completed at least 21 years of creditable service.
2. An employee on the payroll for at least eighty (80) hours in a pay period shall be allowed to accumulate vacation time at the rate prescribed for under 17.1. 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.
3. Eligibility for, and accumulation of vacation shall begin upon appointment to a position eligible for vacation. A department head may allow an employee whose service is expected to continue so as to complete a year's actual service, to use vacation within the first 12 months of employment if the convenience of the service would be promoted. If the employee leaves the service of the City before the completion of the initial 12-month period, that vacation shall be deemed unearned, and payments made during the vacation period shall be deducted from his/her paycheck upon termination of employment. Employees who are not expected by the department head to work 12 consecutive months shall be eligible for vacation only after completing twelve (12) months of service.
4. The maximum amount of vacation an employee can maintain in his/her vacation account

shall be as follows:

- a. 136 hours for employees who have completed less than 4 years of service.
  - b. 176 hours for employees who have completed 4 years of service but less than 9 years of service.
  - c. 216 hours for employees who have completed 9 years of service but less than 14 years of service.
  - d. 256 hours for employees who have completed 14 years of service but less than 21 years of service.
  - e. 296 hours for employees who have completed 21 years of service.
5. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. With department head approval, an employee who has completed one year of vacation eligible service may borrow up to 80 hours of vacation before it is earned. In no case may an employee's vacation account balance be less than negative eighty (80) hours. 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 his/her paycheck. 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.
6. The City shall make every reasonable effort to avoid changes in an employee's schedule of hours of work which would require an employee to work during a previously scheduled vacation period of five (5) days or more in duration.
7. 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.
8. An employee scheduling a two-week vacation which by its term starts with a regular Monday work day shall be guaranteed that he/she will not be scheduled for regular or

overtime work (a) on the Saturday or Sunday before the vacation starts; or (b) on the Saturday or Sunday succeeding the vacation period. It is understood that the provision of this vacation guarantee might necessitate some changes in vacation scheduling in the affected areas.

9. The City shall adjust an employee's length of service to reflect his/her full-time status as a City employee.
10. Transitional Vacation Account
  - a. Effective pay period 1, 1996, the amount of vacation earned by an employee in 1995 for use in 1996 shall be placed in a Transitional Vacation Account (TVA). TVA hours may be scheduled and used as vacation hours with the approval of the Department Head. Employees may not borrow vacation hours unless and until TVA hours have been exhausted.

## **ARTICLE 18**

### **HOLIDAYS**

1. Eligible employees 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.
2. Whenever Independence Day (July 4) shall fall on a Saturday, the preceding Friday shall be observed as a holiday.
3. Whenever New Year's Day, Independence Day, or Christmas Day shall fall on a Sunday, the following Monday shall be observed as a holiday.
4. Whenever New Year's Day or Christmas shall fall on Saturday, the following Monday shall be observed as a holiday.
5. In order to qualify for holiday pay, the eligible employee must work the work day normally scheduled preceding the holiday and following the holiday.
6. An eligible employee who is required to work on a holiday and who is not on flexible schedule shall receive holiday pay plus one and one-half times base salary in compensatory time off for each hour he/she works.
7. The provisions of this paragraph shall not in any way abridge the City's right to schedule employees to work on recognized holidays.
8. If the State of Wisconsin adopts a statute under which some or all of the above enumerated holidays are established or observed as so-called "Monday" holidays, the

City will move to observation of such law but the operation of said law shall not operate to increase or diminish the number holidays with pay granted annually.



## **ARTICLE 19**

### **SICK LEAVE**

1. "Sick Leave" shall mean all necessary absence from duty because of illness, pregnancy disability, bodily injury, or exclusion from employment because of exposure to contagious disease. Sick leave benefits shall be limited to the period of time the employee would have worked in accordance with the Hours of Work Article of this Agreement.
2.
  - a. Eligibility for sick leave shall begin after the completion of six (6) 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.
3. A permanent full-time employee shall earn sick leave with pay at the rate of one and one-quarter (1.25) working day for each month of active service or 4.6 working hours for each two (2) weeks of active service. An employee who works an average of twenty (20) hours per week on a year-round basis shall earn sick leave at the rate of .625 working days for each month of service or 2.3 working hours for each two (2) weeks of service.

An employee working less than full-time but more than twenty hours per week shall

earn sick leave with pay on a pro-rata basis.

4. Sick leave allowance shall not accumulate in excess of 120 working days. Employees may utilize sick leave with pay credited to their accounts during periods of sick leave for the period of time they would have worked in accordance with the regularly scheduled hours of work as established under the HOURS OF WORK provision of this Agreement.
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. When sick leave extends beyond three (3) consecutive work days acceptable medical substantiation from the employee's private physician certifying the nature and seriousness of the sickness or pregnancy disability shall be furnished to the department head and to the City Service Commission.
7. When acceptable medical substantiation is required from the employee for an instance of sick leave under subsection 5 or 6:
  - a. It must be certified by the employee's private physician not later than two work days following the date on which such sick leave instance commenced; and
  - b. It must be received by the employee's Department Head or his/her designee not later than five work days following the date on which such sick leave instances commenced.
8. Sick Leave Control Incentive Program
  - a. The Sick Leave Control Incentive Program shall be in effect beginning Pay Period 1, 2007 and ending Pay Period 26, 2009. Nothing herein shall be construed as requiring the City to continue the program for time periods after Pay Period 26, 2009.
  - b. The trimester periods for each calendar year are defined as follows:

Trimester 1 - Pay Periods 1-9

Trimester 2 - Pay Periods 10-18

Trimester 3 - Pay Periods 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, was not on an unpaid leave of absence, was not AWOL, was not tardy, was not suspended from duty for disciplinary reasons and did not take any unpaid time off the payroll; and
  - (2) During the full term of the trimester, the employee was in active service; and
  - (3) At the beginning of the trimester, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 120 hours or in the case of an employee who was employed for an average of 20 hours per week on a year round basis, the employee had an amount of earned and unused sick leave credit in his/her sick leave of 60 hours.
  - (4) The employee was represented by the Union for at least 560 hours in the trimester period or effective the next trimester following the execution date of this Agreement; in the case of an employee who was employed for an average of 20 hours per week, the employee was represented by the Union for at least 280 hours in a trimester.
- d. In a Trimester period set forth in subsections a. and b., above, that an employee is eligible for a sick leave control incentive program (SLIP) benefit, the Department/Bureau Head may allow the employee to determine which one of the two types of SLIP benefits listed below he/she shall receive in accordance with procedures established for that purpose by the Department/Bureau 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 (8) 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 (8) hour day off with pay. Such day off with pay earned in Trimester 1 must be used in Trimester 2 or 3 of the same fiscal year. A day off earned in Trimester 2 must be used in Trimester 3 of the same fiscal year. A day off earned in Trimester 3 may be used in Trimester 1, 2 or 3 of 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 through 26 or 1 through 27, whichever is appropriate.

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

(1) A special sick leave incentive payment

An employee receiving a special sick leave incentive payment shall be entitled to receive a lump-sum cash payment equivalent to four (4) hours of his/her base salary computed on the basis of his/her hourly base salary rate in effect on the last day of the trimester for which the payment was earned. Such payment shall not be deemed part of the employee's base salary and shall not have any sum deducted for pension benefits nor shall it be included in determination of pension benefits or any other benefits and/or compensation provided by the City. Sick leave control incentive payments provided hereunder shall be made as soon as is administratively practicable following the close of the trimester period in which they were earned.

(2) A special incentive leave

An employee receiving a special incentive leave shall earn one four (4) 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 earned in Trimester 3 must be used any time in the following fiscal year. An employee may use such day off with pay on a date he/she 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.

## **ARTICLE 20**

### **DUTY-INCURRED DISABILITY PAY**

1. An employee with regular Civil Service status who sustains an injury while performing within the scope of his/her employment for which he/she is entitled to receive Worker's Compensation temporary disability benefits, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), may receive 70% of base salary, as "injury pay," instead of such Worker's Compensation benefits for the period of time he/she may be temporarily totally or temporarily partially disabled because of such injury, subject to the terms and conditions set forth in subsections 2 through 6, inclusive, below.
2. In no case shall an employee receive "injury pay" for more than 250 working days during his/her employment regardless of the number of compensable injuries sustained.
3. In providing injury pay in an amount equal to 70% of the employee's base salary, the employee agrees to allow the City to make a payroll adjustment to his/her biweekly pay check deducting an amount equal to 30% 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 employee's pension benefits. For purposes of interpretation of the provisions of this paragraph, the term, base salary, shall mean the employee's base salary pay rate in effect during the pay period he/she is claiming injury pay.
4. After "injury pay" benefits have been exhausted, an employee shall have the option of accepting sick leave benefits or accepting Worker's Compensation temporary disability benefits. This option, which shall be in writing, may be terminated without prejudice to temporary total, or temporary partial, disability benefits under the Worker's Compensation Act, but such termination shall not be retroactive and any sick leave already used at the time of the termination of the option shall not be restored to the employee.
5. Questions involving eligibility for injury pay shall be determined under the applicable

law and the substantive and procedural rules of the Department of Industry, Labor and Human Relations relative to Worker's Compensation and in the event of a dispute between the City and the employee relative to such eligibility, the Department of Industry, Labor and Human Relations and the courts, upon the statutorily prescribed review thereof, shall be the sole and final arbiters of such dispute.

6. In all third-party claims or actions, the City shall not be limited in its recovery to the amount of temporary disability benefits which would otherwise have been payable under the Worker's Compensation Act, but shall instead be entitled to recover the amount of injury pay received by the employee.

## **ARTICLE 21**

### **OWED TIME**

1. An employee who loses time from work during his/her regularly scheduled work week because of inclement weather or civil disturbances who is able to report to work shall be permitted to owe the time lost.
2. Officially excused time lost shall constitute time owed the City, and shall be deducted from the employee's pay to the extent the employee does not work assigned emergency or other overtime work periods except when excused from assignment for a legitimate reason.
3. Owed time is to be made up at the rate of time and one-half (1.5).
4. If operation of the Fair Labor Standards Act on Owed Time provisions results in an increase in costs to the City, as determined by the City, the City shall have the exclusive right to modify existing Owed Time provisions to the extent that such cost increase is eliminated.
5. An employee on flexible schedule is not subject to this Article.



## **ARTICLE 22**

### **LEAVE OF ABSENCE FOR MILITARY DUTY**

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. 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 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 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 he/she is still qualified to perform the duties of his/her 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 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.
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 23**

### **JURY DUTY LEAVE**

1. An employee of the City of Milwaukee 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 therefore without receiving a jury assignment for that day or in any case where such employee is engaged in jury duty for a part of a day, he/she shall report for the performance of his/her City duties for the remainder of that 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. Except as provided in subsection 4, below, employees covered by the OVERTIME Article of this Agreement shall not be eligible for overtime while on jury duty or being under subpoena even if such duty or subpoena extends beyond eight (8) hours in one (1) day.
4. An employee covered by the OVERTIME Article of this Agreement who is subpoenaed to testify in court on matters directly related to the duties and responsibilities of his/her City Service job classification as determined by the Bureau Head or his/her designee, shall not be eligible for the "subpoena pay" provisions contained herein but, rather, shall receive compensation in accordance with the BASE SALARY and/or OVERTIME

Articles of this Agreement.

## **ARTICLE 24**

### **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 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 25**

### **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 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 as provided under Chapter 111 of the Milwaukee Code of Ordinances. Effective the next pay period following the execution date of this Agreement, for purposes of this Article only include spouse's siblings' spouse in the definition of brother-in-law and sister-in-law.

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.
3. In the case of a death of the employee's grandparent the employee shall be granted a leave of absence not to exceed one work day with pay; this work day 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.

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 26**

### **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. These pension benefits shall continue unchanged during the term of this Agreement except for the following changes enumerated below:

Creditable service for active military service, as provided in 36-04-2-c, shall be extended to employees represented by the Union who participate in the combined fund and who retire on a service retirement on or after January 1, 2007.

## **ARTICLE 27**

### **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 2004-2006

City/Union Agreement, which included the following changes in benefits:

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

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

- (4) An employee's Basic Plan benefits shall terminate on the last day of the calendar month in which the employee separates from active service.
- (5) A Utilization Review/Case Management (UR/CM) program 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 Administrator for that purpose. Any elective procedure not submitted to the designated UR/CM program representative shall not be covered by these benefits. UR/CM shall determine whether or not a procedure is elective. Within 48 hours of the hospital admission time for any urgent or emergency procedure performed on an employee, or his/her dependents, the employee or adult responsible for him/her, shall be required to notify the designated UR/CM program representative of this fact by telephone in accordance with procedures established by the Employee Benefits Administrator for that purpose; provided however, that if bona fide medical circumstances applicable to the employee preclude compliance with the 48-hour notification requirement, UR/CM shall authorize a reasonable extension of this time limit consistent with such medical circumstances or the availability of an adult responsible for the employee. Following its review of an elective procedure contemplated for an employee, or his/her dependents, UR/CM will inform the employee of its determination in respect to approval or denial of the procedure.

- (6) The major medical deductible shall be \$100 per person, \$300 per family maximum on the Basic Plan.
- (7) 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 Utilization Review/Case Management program set forth in subsection 27.1.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.

b. Health Maintenance Organization (HMO) Plans

- (1) Except as provided in subsection 27.1.b.(2)., hereunder, an employee shall have the right to select coverage under a Health Maintenance Organization (HMO) Plan approved by the City in lieu of coverage provided by the Basic Plan. Except as provided in subsection 27.1.b.(3)., hereunder, the benefits for employees enrolled in an HMO plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations.
- (2) Effective upon the execution date of this Agreement, the City may offer to employees an Exclusive Provider Organization (EPO) Plan instead of or in addition to a Health Maintenance Organization (HMO) Plan. An EPO Plan offered by the City shall, at a minimum, 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 the execution date of this 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 27.1.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, except this co-payment shall be waived if admitted directly to the hospital from the emergency room.
- (e) The prescription drug card plan under the uniform benefits shall be replaced with a three-tier drug card plan. The designation of legend drugs and the assignment of drugs to the following tiers shall be determined by the plan:
  - i. Tier 1 co-payment equal to \$5.00;
  - ii. Tier 2 co-payment equal to \$17.00;
  - iii. Tier 3 co-payment equal to \$25.00;
  - iv. Legend Drugs co-payment equal to \$5.00;
  - v. Mail Order Drug co-payment amount for a three-month or 90-day supply shall be equal to the co-payment amount for a two-month or 60-day supply.

c. Basic Dental Plan

Basic Dental Plan insurance benefits shall be the same as the benefits provided for in the DENTAL SERVICES GROUP CONTRACT FOR THE CITY OF MILWAUKEE, 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)

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 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 27.1.a. through 27.1.d..
- (4) The City, in conjunction with its insurance administrator, carrier, or provider shall have the right to develop and implement any other cost containment measure it deems necessary.
- (5) An annual Health Risk Assessment (HRA), which shall include basic biometrics, a written health risk assessment questionnaire and a blood draw, shall be implemented as soon as practicable following the execution of this Agreement.
- (6) Both a Wellness and Prevention Program and Committee shall be implemented. A description of both the program and the committee is appended herto as Appendix A.

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 27.1, 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 subsections 27.1.c. or 27.1.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 27.1.a. or 27.1.b., for the term of this Agreement.
- e. An employee who retires on normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) during the term of this Agreement, with at least 15 years of creditable service, shall be entitled to the benefits provided in subsections 27.1.a. or 27.1.b., during the term of this Agreement, so long as he/she is at least 60 and less than age 65. 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 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 27.2.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 27.1.a. and 27.1.b. during the term of this Agreement. Between the ages of 55 and 65 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 27.2.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.

- g. Registered domestic partners of eligible City employees, if registered as such by the City 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 such coverage for his or her domestic partner must be enrolled in the same plan.

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

#### a. Employees in Active Service

- (1) For Employees Enrolled in the Basic Plan for calendar years 2007, 2008, and 2009.

##### (a)

Except as provided in subsection 27.5., below, prior to the implementation of a Health Risk Assessment (HRA), an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$75.00 per month for single enrollment when such employee's enrollment status is single and \$150.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis. Any subscriber costs for single or family

enrollment in excess of the above-stated amounts shall be paid by the City.

- (b) Except as provided in subsections 27.5 and 27.6, below, effective the first full calendar month following implementation of the annual HRA, but not sooner than December 1, 2009, for active employees enrolled in the Basic Plan, the employee contributions shall be as follows:
  - i. The employee contribution shall increase to \$85.00 per month for single enrollment when an employee's enrollment status is single and to \$170.00 per month for family enrollment 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 27.3.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 above-stated amounts shall

be paid by the City.

- (2) For Employees Enrolled in a Health Maintenance Organization Plan for calendar years 2007, 2008, and 2009.
  - (a) Except as provided in subsection 27.5. and 27.3.a.(2)(b), below, for employees enrolled in a HMO during calendar years 2007, 2008, and 2009 the City will contribute an amount towards meeting the subscriber cost for single enrollment in the HMO Plan elected of 100% of the monthly subscriber cost of enrollment in the HMO offered by the City, when an employee's enrollment status is single or up to 100% of the monthly subscriber cost of family enrollment in the HMO offered by the City pursuant to subsection 27.1.b., above, having the lowest family enrollment subscriber cost to the City when an employee's enrollment status is family. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her pay check on a monthly basis.
  - (b) Except as provided in subsection 27.5, below, effective October 1, 2009, an employee enrolled in an HMO plan shall contribute \$20.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$40.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.
  - (c) Except as provided in subsection 27.5 and 27.6, below, effective the first full calendar month following implementation of the annual HRA, but not sooner than December 1, 2009, an employee enrolled in an HMO plan shall contribute the following amounts:

- i. An employee shall contribute \$30.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$60.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.
  - ii. An employee shall also contribute an additional \$20.00 per month over and above the amount specified in 27.3.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 subsection 27.3.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 and who has completed at least 12 months of active service shall be permitted to maintain the benefits for the plan he/she was covered under on the date his/her sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. The City's contribution towards the cost of maintaining the benefits during this period shall be as provided for respectively in subsection 27.3.a., above. The provisions of this subsection shall not cover retirees (including disability retirements). After the initial six (6) month period, an employee must be physically back at work for three (3) work days before being eligible for an additional six (6) month coverage period.

b. Duty Disability

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 27.3.a. of this Article, above.

c. Employees Who Retire Between January 1, 2007, and December 31, 2009

- (1) Except as noted below, eligible employees under subsections 27.2.e. or 27.2.f, who retire between January 1, 2007 and December 31, 2009 and who are enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$30 per month for single enrollment when such employee's enrollment status is single and \$60 per month for family enrollment when such employee's enrollment status is family. The amount of retiree contribution shall be deducted from the retiree's pension check.

Any subscriber costs for single or family enrollment in excess of the above stated amounts shall be paid by the City. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost plan to retirees offered by the City, the foregoing \$30 employee contribution shall be waived. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost plan to retirees offered by the City, the foregoing \$60 employee contribution shall be waived.

- (2) Except as noted below, for eligible employees under subsections 27.2.e. or 27.2.f, who retire between January 1, 2007 and December 31, 2009 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for single enrollment for retirees in the HMO plan elected of 100% of the monthly subscriber cost of single enrollment in the Plan offered by the City pursuant to subsection 27.1.a. or 27.1.b, above, having the lowest single enrollment subscriber cost for retirees to the City. For eligible employees under subsections 27.2.e. or 27.2.f, who retire between January 1, 2007 and December 31, 2009 and who are enrolled in the an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for family enrollment in the HMO plan elected of 100% of the monthly subscriber cost of family enrollment for retirees in the Plan offered by the City pursuant to subsection 27.1.a. or 27.1.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 family 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 single enrollment for retirees in the Basic Plan.

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

- (4) Surviving Spouse

The provisions of subsection 27.3.c.(1) shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsection 27.2.e. or 27.2.f. of this Article.

4. Cost of Coverage -- Dental Plan

In calendar years 2007, 2008 and 2009, 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 pay check on a monthly basis.

- 5. A limited benefit employee in active service, or who retires, or receives a duty disability retirement allowance during the term of this Agreement shall contribute the following toward meeting the subscriber cost in the Plan elected:

- (a) An employee enrolled in the Basic Plan (single or family enrollment status) shall



contribute an amount equal to fifty (50%) percent of the City contribution toward meeting the cost of the premium of the enrollment status elected as provided under subsection 27.3.a.(1) above; or

(b) An employee enrolled in an HMO Plan with single enrollment status shall contribute an amount equal to twenty-five (25%) percent of the City contribution toward meeting the cost of the single premium of the HMO Plan elected as provided under subsection 27.3.a.(2) above; or

(c) An employee enrolled in an HMO Plan with family enrollment status shall contribute an amount equal to forty (40%) percent of the City contribution toward meeting the cost of the family premium of the HMO Plan elected as provided under subsection 27.3.a.(2), above.

6. Effective the first full calendar month following implementation of the annual HRA, but not sooner than December 1, 2009, in addition to the employee contribution specified in subsections 27.3.a.(1) and (2), above, a limited benefit employee in active service, or who retires, or receives a duty disability retirement allowance during the term of this Agreement shall also contribute the amount toward meeting the subscriber cost in the Plan elected as specified in subsections 27.5, above.

7. 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 27.1., 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, the 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 27.3., 27.4., 27.5., and 27.6 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 27.3., 27.4., 27.5., and 27.6 of this Article, if the provision was not in effect.

8. 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 27.1. of this Article, 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. A retiree shall be ineligible to receive the retiree health insurance benefits provided hereunder when eligible to receive health insurance benefits from other employment or from the employment of the retiree's spouse if the benefits received by the spouse cover the retiree.
- d. City health insurance cost contributions provided hereunder to retirees shall be in lieu of any other City retiree health insurance contributions provided by ordinance, resolution or by other means, while retirees are receiving the benefits hereunder.
- e. After the deductible is paid, the employee's share of the cost for claims made under the Major Medical co-insurance provisions shall not be less than 20% .
- f. In the event an employee or eligible dependent becomes eligible for Medicare benefits prior to attaining age 65, the City will contribute an amount up to the City's maximum contribution provided in subsection 27.3.c. of this Article towards the cost of coverage for the City's Medicare Supplemental Plan.
- g. When a member of the employee's family, as the term "family is defined in the provisions of the Plans defined in subsections 27.1.a. or 27.1.b., is a City retiree receiving City Health Insurance benefits, the coverage shall be limited to one

family plan.

- h. 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 27.1.a. or 27.1.b. hereof, the retiree coverage provided by the City shall be limited to one plan.

9. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in subsections 27.1.a. or 27.1.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.

10. 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 27.1., 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).

- 11. An employee shall have a 270-day waiting period for a pre-existing condition for the benefits provided in subsection 27.1.a., above.

12. Effective Date

Except where specifically provided otherwise herein, the provisions of this Article shall be effective from January 1, 2007 through December 31, 2009.

## **ARTICLE 28**

### **LIFE INSURANCE**

#### **1. Eligibility For Benefits**

- a. An employee's eligibility for election and maintenance of the Life Insurance benefits hereinafter provided shall be as set forth in either the contract between the City and any insurance carrier or administrator providing the benefits or directly by the City if the City elects to provide these benefits on a self-insured basis.
- b. 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.
- c. Half-time employees who are employed at least 20 hours per week for 365 consecutive calendar days shall become eligible for Life Insurance on a prorata basis.

#### **2. Election of Benefits**

- a. The terms and conditions for election of Life Insurance benefits by any eligible employee shall be as prescribed by the City or by the contract between the City and any insurance carrier or administrator providing the benefits hereunder, as appropriate.
- b. 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 revoke such waiver and 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.

#### **3. Amount of Life Insurance Benefits**

- a. During the term of this Agreement, the City shall provide an eligible employee, as defined in the life insurance contract, with group life insurance benefits so long as the employee elects the coverage and remains in active service as follows:
- (1) Employees under age sixty-five (65) shall be eligible to elect and maintain life insurance coverage in an amount equivalent to their annual base salary rates, rounded to the next higher thousand dollars, so long as they remain in active service and are under age sixty-five (65). Upon attaining age sixty-five (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 sixty-fifth (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.
  - (2) Optional Coverage. No later than 30 days prior to a 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 is eligible for and taking base coverage, shall be eligible to apply for supplemental coverage effective the first day of the next month following the next open enrollment (as determined by the City) for supplemental life insurance following the execution date of this Agreement, at his/her option in increments of \$1,000 to a maximum of either one and one-half times (1.5 times) his/her annual basic salary rounded to the next higher thousand dollars of earnings or \$100,000, whichever is greater. This coverage shall be made available to 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 sixty-five (65), the amount of life insurance coverage for which an employee who was insured for more than 100% of annual base salary on the day immediately preceding his/her sixty-fifth (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 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.

- b. The amount of life insurance benefits to which an employee is entitled shall be adjusted semi-annually as of Pay Periods 1 and 15 respectively, and made effective 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, multiplied by 26.07143.

4. Cost of Life Insurance Benefits

Except for half-time employees eligible for the life insurance coverage described under section 1, above, eligible employees who elect such coverage, shall pay the following amount to the City for calendar years 2007 through 2009: an amount equal to \$0.21 per month for each \$1,000 of coverage in excess of \$35,000 but not greater than 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings and an amount equal to the full premium per month for each \$1,000 of coverage in excess of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars. Half-time employees eligible for the life insurance coverage described under section 1, above, who elect such coverage, shall pay the following amount to the City for the calendar years 2007 through 2009: an amount equal to \$0.21 per month for each \$1,000 of coverage in excess of \$18,000 but not greater than 1.5 times his/her annual basic salary rounded to the next higher thousand dollars and an amount equal to the full premium per month for each \$1,000 of coverage in excess of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars. These payments shall be accomplished by periodic deductions from employees' biweekly paychecks. The City shall make all other necessary payments for life insurance benefits.

5. Conditions and Limitations on Benefits

- a. An employee eligible to elect life insurance benefits must elect, at minimum, an amount equal to his or her base salary.
  - b. The life insurance benefits provided hereunder shall only cover employees while they are in active service. 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, and shall not be subject to the grievance and arbitration provisions of this Agreement.
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 29**

### **TUITION REIMBURSEMENT**

1. Tuition and textbook reimbursement shall be in accordance with the Veteran's Administration benefits and Safe Streets Act benefits pertaining thereto. In no event shall there be any duplication of these benefits paid the employee.
2. In the event that an employee is ineligible to receive tuition or textbook reimbursement under the provisions of subsection 1., above, and meets the criteria specified under subsections 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 \$1,200 per year in calendar years 2007 and 2008 and 2009. The City shall also provide the employee reimbursement up to \$125 of the above maximum reimbursement for approved professional fees.
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, except that coursework approved to be on City time by both the employee's Department Head and Employee Relations Director may be on City time.
  - b. All courses of study shall be related to an employee's job or to a reasonable promotional opportunity and be approved by a City-designated administrator. Graduate courses must be directly related to an employee's present position or to a reasonable promotional opportunity and be approved by a City-designated administrator.
  - c. Courses must be taken at accredited institutions or schools currently approved by the Department of Employee Relations.
  - d. Short courses (less than three weeks' duration) that are approved by management may be taken. Such courses include directly job-related short courses, workshops or other institutes of less than three weeks.
  - e. An employee must submit an application for reimbursement to a City-designated



administrator on a form provided by the City and all receipts for tuition and required textbooks must be submitted within eight (8) weeks of the last course date. Any changes in the request for reimbursement must be reported to the Department of Employee Relations within one week of the change.

- f. An employee shall submit the official grade report to a City-designated administrator within eight (8) weeks of the successful completion of the approved course. An approved course of study shall be deemed successfully completed if:
  - (1) For college courses and short courses, the minimum grade accepted as satisfactory completion is a final grade that represents the minimum grade point average required for a degree, diploma, or certificate; or
  - (2) 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 the successful completion date of the approved course 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. 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 in 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 30**

### **EDUCATIONAL DAY**

Employees represented by the Union shall be eligible for an Educational Day with pay provided the following criteria is met:

1. Must be employed for a one-year period of time.
2. Must plan to continue employment. If plans are to leave employment within the next 30 days, the educational day will not be granted.
3. Must request educational day with pay at least one week in advance.
4. Coverage for assignment must be available.
5. An educational day must relate to the job area of responsibility. Conventions are usually not considered as institutes unless a specific educational course is provided as part of the convention.
6. Requests should be submitted to the Director or Chief and the announcement or flyer relating to the institute should be attached. Supervisors will indicate on request form if employee meets these guidelines.
7. Full-time technologists are given up to 8 hours with pay per calendar year. If institute extends beyond one day, a vacation or personal day will have to be used for the second day, etc.

## **ARTICLE 31**

### **MISCELLANEOUS**

Effective Pay Period 26, 2004, a \$2.70 per day travel allowance shall be authorized for a laboratory employee represented by the Union who is regularly assigned to the Health Department laboratory located in the Municipal Building and who is reassigned during part of his/her workday to use their personal vehicle or take the bus to perform laboratory work at the Keenan Health Center.

## **ARTICLE 32**

### **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 33**

### **JOINT CITY-UNION EARLY INTERVENTION PROGRAM**

A joint City-Union Early Intervention Program shall be established in accordance with the June 7, 1993, Agreement between the City and the Union.

## **ARTICLE 34**

### **BUS DISCOUNT FARE PROGRAM**

The City's Bus Discount Fare Program for non-management, non-represented employees shall be extended to employees represented by the Union. The Program shall be as established and administered by the Department of Employee Relations.

## **ARTICLE 35**

### **LONG TERM DISABILITY PROGRAM**

1. The City will continue 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.

## **ARTICLE 36**

### **PART-TIME EMPLOYEES**

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

- Vacations
- Holidays
- Sick Leave
- Funeral Leave
- Sick Leave Incentive Program
- Jury Duty
- Tuition and Textbook Reimbursement
- Educational Days

Eligibility for the above benefits shall be confined to periods of active service.



## **ARTICLE 37**

### **AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT**

1. 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.
2. For purposes of construction and interpretation of the various provisions, this Agreement shall be considered to have been executed on the date this agreement is approved by the Common Council.

## **ARTICLE 38**

### **WAIVER OF NEGOTIATIONS**

1. The parties acknowledge 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.
2. The term and conditions set forth in this Agreement can only be modified during its term by written consent of both parties.

## **ARTICLE 39**

### **SAVINGS CLAUSE**

If any article or section of this Agreement or any addenda hereto 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 40**

**ENTIRE AGREEMENT**

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

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.

THE ASSOCIATION  
OF SCIENTIFIC PERSONNEL

BY:

\_\_\_\_\_  
Mark W. Zemke, President

\_\_\_\_\_  
Richard A. Pries  
Bargaining Team Member

\_\_\_\_\_  
Elizabeth Zembrowski  
Bargaining Team Member

CITY OF MILWAUKEE  
A Municipal Corporation

BY:

\_\_\_\_\_  
Maria L. Monteagudo  
Director of Employee Relations

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

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

FOR THE CITY:

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

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

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

\_\_\_\_\_  
W. Martin Morics, Comptroller

\_\_\_\_\_  
Michael Murphy, Alderman  
Chairman, Finance and Personnel  
Committee

**SIGNATURES**

07-09 Labor Contract  
labr/scipers

## **APPENDIX A**

### **WELLNESS AND PREVENTION**

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

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

A Wellness and Prevention Committee shall be established to assist the consultant in the design of the Wellness and Prevention Program and to provide oversight of the program. The Wellness and Prevention Committee shall be comprised of nine union members appointed by the unions and three management representatives appointed by the Mayor. Two of the nine union members on the Wellness and Prevention Committee shall be Milwaukee District Council 48, AFSCME members as determined by District Council 48. The City has agreed that two of the nine union members on the Wellness and Prevention Committee shall be Milwaukee Police Association (MPA) members as determined by the MPA [and one member of the nine union members will be from Local 215 as determined by Local 215](#). The City has agreed that one of the nine members shall be a member from either the Milwaukee Building and Construction Trades Council (MBCTC) or Lo. 494, DPW-Electrical Group as determined jointly by MBCTC and Lo. 494, DPW-Electrical Group. The City agrees that no other Union except DC48 and MPA may have more than one voting member on the Committee. The City has also agreed to allow other union presidents and

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

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

The City shall develop a Request for Proposals (RFP) and solicit bids from third party vendors qualified to implement the Wellness and Prevention Program. Upon conclusion of the bidding process, the City shall meet with the unions to review the results of the RFP. The Committee shall decide on the vendors giving due consideration to all City policies associated with the selection procedures. The City shall not spend more than two million dollars per year, including the cost of conducting the HRA, on the Wellness and Prevention Program.

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

MEMORANDUM OF UNDERSTANDING  
Between  
THE ASSOCIATION OF SCIENTIFIC PERSONNEL  
And  
THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

This Memorandum records the agreement reached on all items between the parties for the time period commencing January 1, 2007, and expiring December 31, 2009. The negotiating committee for the Association of Scientific Personnel (their signatures appear below) agree to recommend and support ratification and adoption of this Agreement to their principals.

Upon receiving notice from the negotiating committee of the Association of Scientific Personnel that their membership has properly ratified and adopted this Agreement, the City of Milwaukee Negotiating Team agrees to recommend the items contained in this Agreement to the Common Council of the City of Milwaukee and support their adoption.

Dated: \_\_\_\_\_

Representatives of the Association of Scientific Personnel	City of Milwaukee Negotiating Team



**AGREEMENT**  
**Between**  
**THE CITY OF MILWAUKEE**  
**And**  
**THE ASSOCIATION OF SCIENTIFIC PERSONNEL**

**Effective January 1, 2007 to December 31, 2009**

**TABLE OF CONTENTS**  
**Agreement Between**  
**CITY OF MILWAUKEE**  
**and**  
**ASSOCIATION OF SCIENTIFIC PERSONNEL**

<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
<b>ARTICLE 1</b> .....	<b>2</b>
DURATION OF AGREEMENT AND TIMETABLE.....	2
<b>ARTICLE 2</b> .....	<b>3</b>
RECOGNITION .....	3
<b>ARTICLE 3</b> .....	<b>4</b>
SUBORDINATE TO CHARTER.....	4
<b>ARTICLE 4</b> .....	<b>5</b>
ORDINANCE AND RESOLUTION REFERENCES .....	5
<b>ARTICLE 5</b> .....	<b>6</b>
MANAGEMENT RIGHTS .....	6
<b>ARTICLE 6</b> .....	<b>8</b>
GRIEVANCE AND ARBITRATION .....	8
<b>ARTICLE 7</b> .....	<b>11</b>
LIMITATIONS ON UNION ACTIVITY .....	11
<b>ARTICLE 8</b> .....	<b>12</b>
NOTICES .....	12
<b>ARTICLE 9</b> .....	<b>13</b>
NEGOTIATIONS .....	13
<b>ARTICLE 10</b> .....	<b>14</b>
DUES DEDUCTIONS/AGENCY SHOP .....	14
<b>ARTICLE 11</b> .....	<b>16</b>
PROHIBITION OF STRIKES AND LOCKOUTS.....	16
<b>ARTICLE 12</b> .....	<b>18</b>
BASE SALARY .....	18
<b>ARTICLE 13</b> .....	<b>24</b>
HOURS OF WORK.....	24
<b>ARTICLE 14</b> .....	<b>26</b>
OVERTIME, SHOW-UP PAY, ON-CALL PAY .....	26
<b>ARTICLE 15</b> .....	<b>30</b>
FLEXIBLE SCHEDULE .....	30

<b>ARTICLE 16.....</b>	<b>31</b>
SHIFT DIFFERENTIAL .....	31
<b>ARTICLE 17.....</b>	<b>33</b>
VACATIONS .....	33
<b>ARTICLE 18.....</b>	<b>36</b>
HOLIDAYS .....	36
<b>ARTICLE 19.....</b>	<b>38</b>
SICK LEAVE .....	38
<b>ARTICLE 20.....</b>	<b>43</b>
DUTY-INCURRED DISABILITY PAY .....	43
<b>ARTICLE 21.....</b>	<b>45</b>
OWED TIME.....	45
<b>ARTICLE 22.....</b>	<b>46</b>
LEAVE OF ABSENCE FOR MILITARY DUTY .....	46
<b>ARTICLE 23.....</b>	<b>50</b>
JURY DUTY LEAVE.....	50
<b>ARTICLE 24.....</b>	<b>52</b>
TERMINAL LEAVE.....	52
<b>ARTICLE 25.....</b>	<b>53</b>
FUNERAL LEAVE .....	53
<b>ARTICLE 26.....</b>	<b>55</b>
PENSION BENEFITS .....	55
<b>ARTICLE 27.....</b>	<b>56</b>
HEALTH INSURANCE.....	56
<b>ARTICLE 28.....</b>	<b>73</b>
LIFE INSURANCE .....	73
<b>ARTICLE 29.....</b>	<b>77</b>
TUITION REIMBURSEMENT .....	77
<b>ARTICLE 30.....</b>	<b>79</b>
EDUCATIONAL DAY .....	79
<b>ARTICLE 31.....</b>	<b>80</b>
MISCELLANEOUS .....	80
<b>ARTICLE 32.....</b>	<b>81</b>
AMERICANS WITH DISABILITIES ACT (ADA).....	81
<b>ARTICLE 33.....</b>	<b>82</b>
JOINT CITY-UNION EARLY INTERVENTION PROGRAM .....	82
<b>ARTICLE 34.....</b>	<b>83</b>
BUS DISCOUNT FARE PROGRAM .....	83

<b>ARTICLE 35</b> .....	<b>84</b>
LONG TERM DISABILITY PROGRAM.....	84
<b>ARTICLE 36</b> .....	<b>85</b>
PART-TIME EMPLOYEES .....	85
<b>ARTICLE 37</b> .....	<b>86</b>
AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT .....	86
<b>ARTICLE 38</b> .....	<b>87</b>
WAIVER OF NEGOTIATIONS .....	87
<b>ARTICLE 39</b> .....	<b>88</b>
SAVINGS CLAUSE.....	88
<b>ARTICLE 40</b> .....	<b>89</b>
ENTIRE AGREEMENT .....	89
<b>SIGNATURES</b> .....	<b>90</b>
<b>APPENDIX A</b> .....	<b>91</b>

AGREEMENT  
Between  
CITY OF MILWAUKEE  
and  
ASSOCIATION OF SCIENTIFIC PERSONNEL

Effective January 1, 2010 through December 31, 2011

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 ASSOCIATION OF SCIENTIFIC PERSONNEL, 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.

## **ARTICLE 1**

### **DURATION OF AGREEMENT AND TIMETABLE**

1. This Agreement shall be in effect beginning at 12:01 a.m. on January 1, 2010, and ending at 12:01 a. m. on January 1, 2012, unless both parties agree to extend it beyond that date.
2. Except as provided in Subsection 3, below, not earlier than June 15, 2011, nor later than July 1, 2011, the Union shall give the City written notice in accordance with the NOTICES ARTICLE of this Agreement indicating areas in a succeeding labor agreement in which changes are requested; conferences and negotiations shall be carried on by the parties hereto beginning thirty (30) calendar days following the date such notice is provided.
3. Any matter which directly or indirectly relates to wages, hours or conditions of employment or which relates to other matters, whether the same are specifically covered by this Agreement or not, will not be a subject for bargaining during the term of this Agreement, provided, however, this item is subject to the WAIVER OF NEGOTIATIONS Article of this Agreement.

## **ARTICLE 2**

### **RECOGNITION**

1. The City recognizes the Union as the exclusive collective bargaining agent for all employees it has been certified to represent by the WERC.
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.
3. In the event a consolidation occurs in any City department, between City departments, or units thereof whose employees in part or in whole are within a recognized bargaining unit and such consolidation results in a combining of the employees in the department who were members of more than one bargaining unit; then a new election shall be requested of the Wisconsin Employment Relations Commission. The certified representative as determined by the WERC pursuant to the election shall assume the contractual obligations of each and every consolidated unit as if no consolidation had occurred until the expiration of existing contract terms.
4. In the event new positions not now covered by the recognition provisions of this Agreement are created by the City through action of the Common Council and said positions would be embraced within the bargaining unit, provided the parties agree that the new position(s) should be embraced within the bargaining unit; then the employees appointed to such positions shall be deemed part of such bargaining unit and shall be represented by the bargaining unit, and they shall also be covered by the Agreement between the Association of Scientific Personnel and the City.
5. It is understood that the bargaining unit set forth above is subject to determination by the WERC under the Wisconsin Statutes.

## **ARTICLE 3**

### **SUBORDINATE TO CHARTER**

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



## **ARTICLE 4**

### **ORDINANCE AND RESOLUTION REFERENCES**

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

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

1. The Union recognizes the right of the City to operate and manage its affairs in all respects. Any power or authority which the City has not officially abridged, delegated or modified by this Agreement is retained by the City.
2. The Union recognizes the exclusive right of the City to establish 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.
3. The City shall have the right to determine schedules of work and to establish the methods and processes by which such work is performed.
4. The City has the right to schedule and assign regular and overtime work as required.
5. The City reserves the right to discipline or discharge for cause; except that discipline or discharge of a probationary employee in an entry level classification shall not have to be for cause. When it becomes necessary to suspend, terminate or discharge a non-probationary employee, the City will give notice to the Union before taking such action except when, in the judgment of the City, emergency action is required. In such cases, the Union will be notified as soon as practicable after the action has taken place. This provision is not to be construed as requiring a meeting with the Union. Notices for suspensions, terminations or discharges shall not be subject to the NOTICES provision of this Agreement, requiring "certified mail" but, rather shall be given by the most expeditious means as determined by the City.
6. The Union recognizes that every incidental duty connected with an operation enumerated in a job description is not always specifically described, nevertheless, it is intended that all such duties shall be performed by the employee.
7. The City reserves the right to layoff employees.
8. Effective Pay Period 1, 2010 thru Pay Period 26, 2010, there shall be no layoffs of bargaining unit employees with the exception of seasonal layoffs, layoffs due to loss of

grant funding, or layoffs due to loss of reimbursement for specific programs or positions.

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

9. 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.
10. The City shall have the authority, without prior negotiations, to consolidate operations of two or more departments or bureaus or to consolidate operations within a department or bureau or to reorganize within a department or bureau. The City will give the Union reasonable and timely notice and an opportunity to present its position when bargaining unit personnel are involved and affected by the City's proposed action.

## **ARTICLE 6**

### **GRIEVANCE AND ARBITRATION**

#### 1. Grievances

- a. A grievance is a difference of opinion or dispute involving the interpretation, application or enforcement of the provisions of this agreement.
- b. The following matters shall not constitute a grievance hereunder:
  - (1) Interpretation, application, enforcement or administration of any matter involving the City pension systems, including pension benefits provided by such systems and their administration.
  - (2) Termination or discipline of a probationary employee.
  - (3) The articles of this agreement entitled Subordinate to Charter and Management Rights with the exception of discipline for cause.
  - (4) Matters involving the approval of medical or dental insurance claims filed by an employee on behalf of him/herself or on behalf of his/her dependent.
  - (5) Any matter which is not initiated within ten (10) working days of the date upon which the employee knew or could reasonably have known of the event giving rise to the dispute.

#### 2. Procedure

- a. Step One. An employee who has a grievance shall within 10 working days of the event giving rise to the dispute first present the grievance orally to his/her section head, either alone or accompanied by a Union representative.
- b. Step Two. If the grievance is not settled at the first step, within ten (10) working days the Union or employee shall appeal in writing to the division head. A written decision on the appeal shall be given to the employee and Union within ten (10) working days of receipt of the appeal.
- c. Step Three. If the grievance is not settled at the second step, within ten (10) days the Union or employee shall appeal in writing to the department head. A written

decision on the appeal shall be given to the employee and Union within ten (10) working days of receipt of the appeal.

3. Arbitration

- a. If the department head's written answer to the grievance is unsatisfactory to the Union, the Union shall, within ten (10) working days of receipt of the decision, notify the City Labor Negotiator in writing of its intention to refer the grievance to arbitration. After the notice of intent to proceed to arbitration is received, the grievance shall be reviewed at a meeting between the City Labor Negotiator and the President of the Union or their designees. The designated participants shall be empowered to settle the grievance. The grievance shall not be presented before an Arbitrator until such a meeting has occurred or been waived by mutual written agreement.
- b. If the grievance is not resolved by the procedure in subsection 3.a., above, the matter shall go to arbitration except that no matter shall be subject of arbitration unless arbitration is requested within 120 working days of the date the event occurred giving rise to the dispute. The parties shall first attempt to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within five (5) working days, the parties shall immediately jointly request the Wisconsin Employment Relations Commission to submit a panel of five (5) potential arbitrators. The Union president and the City Labor Negotiator or their designees shall, after the receipt of the lists, meet promptly to select an arbitrator. The arbitrator shall be selected by the parties' alternately striking names until one name remains. The parties shall notify the arbitrator in writing of his/her selection, and request that he/she set a time and place for an arbitration hearing.
- c. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue. The arbitrator shall have no authority to grant wage increases or wage decreases, or to increase the number of

jobs in the City.

- d. The arbitrator shall have no authority to make a decision contrary to, inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law or any City ordinance.
- e. The arbitrators shall submit in writing his/her decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension of the time.
- f. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.
- g. The fee and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the City and the Union. Each party shall be responsible for compensating its own representatives and witnesses, and bearing the costs of its own copy of the written transcript.

4. 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 employer's last answer. If the employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the department head and the Union representative involved in each 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.

## **ARTICLE 7**

### **LIMITATIONS ON UNION ACTIVITY**

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 time.

## **ARTICLE 8**

### **NOTICES**

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.
2. All notices to be sent by the City to the Union shall be in writing and sent by certified mail to the President of the Union.
3. Subject to their mutual consent, the City and the Union may waive the certified mail requirement provided above whenever they deem it appropriate.



## **ARTICLE 9**

### **NEGOTIATIONS**

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.
2. The Union shall advise the City of the names of its negotiators. 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 meetings so as to permit notification of the appropriate City department.
3. One or more representatives from the Union shall be paid regular base salary up to a combined total of 50 hours annually for negotiating time during regular working hours under the following conditions:
  - a. No payment will be made for time outside regular working hours.
  - b. No payment will be made for time in excess of eight hours.
  - c. Reasonable travel time from site of employment to site of meeting will be allowed.
  - d. The City Labor Negotiator shall interpret and administer the provisions of this Article.

## **ARTICLE 10**

### **DUES DEDUCTIONS/AGENCY SHOP**

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.
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.
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, an amount that is equal to the proportionate share of the cost of the collective bargaining process and contract administration measured by amount of dues uniformly required of all members of the Union 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.
4. The Union shall file a report with the Division of Labor Relations certifying the amount of the employees' dues deduction and fair share dues deduction that is required of all employees represented by the Union. Changes in union membership dues or fair share dues shall be certified by the Union and filed with the Division of Labor Relations at least four (4) weeks before the start of the pay period the changed deduction is to be effective.
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.
6. The City will honor only dues deduction cards which authorize dues to the certified bargaining unit which represents the employee or dues deductions authorized by

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

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.
8. The Union will fully and fairly represent all members of the bargaining unit regardless of whether they are members of the Union.
9. The Union shall, at its sole cost and expense, fully indemnify, defend and hold harmless the City, its officers, agents and employees against any and all claims, suits, actions or liability of judgments for damages (including, but not limited to, expenses for reasonable legal fees and disbursements of the City, if any) arising from any objections to or contesting of the validity of any dues or agency shop deductions or the interpretation, application or enforcement of this provision.

## **ARTICLE 11**

### **PROHIBITION OF STRIKES AND LOCKOUTS**

1. The Union pledges itself to make every effort to maintain unimpaired service to the City. 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, participate in a sympathy strike, participate in a wildcat strike, engage in a work speedup or slowdown, engage in so-called "sickout" activity, disrupt, impede any City functions or refuse to perform any customarily assigned duties for the City. Any local of the Union shall also be prohibited from taking the action enumerated in this section. However, whether or not the Union or a local, 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.
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 order its members to return to work in writing, 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. 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, directly or indirectly, the strike.
3. The City will not lock out employees. If any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, or slowdown by any other employees, the inability to work shall not be deemed a lockout under the

provisions of this section.

## **ARTICLE 12**

### **BASE SALARY**

1. Effective Pay Period 1, 2010 thru Pay Period 26, 2011, the biweekly base salary paid to employees shall be those rates that became effective Pay Period 14, 2009. This provision shall expire at the end of Pay Period 26, 2011.
2. Effective Pay Period 14, 2009 (June 28, 2009) the biweekly salary for employees shall be as follows:
  - a. Pay Range 635: Medical Laboratory Technician

Step 1.	\$1,427.26
Step 2.	1,458.08
Step 3.	1,492.72
Step 4.	1,529.17
Step 5.	1,567.52
Step 6.	1,636.77
  - b. Pay Range 640<sup>(1)</sup>: Microbiologist I, Chemist I, Virologist I

Step 1.	\$1,523.22
Step 2.	1,567.02
Step 3.	1,616.78
Step 4.	1,670.15
Step 5.	1,725.57
  - c. Pay Range 642<sup>(1)</sup>: Microbiologist II, Chemist II, Virologist II

Step 1.	\$1,785.42
Step 2.	1,850.54
Step 3.	1,920.73
Step 4.	1,994.54
Step 5.	2,061.32
Step 6.	2,165.06
  - d. Pay Range 644<sup>(1)</sup>: Microbiologist III, Chemist III, Virologist III

Step 1.	\$2,061.32
Step 2.	2,133.88
Step 3.	2,206.25
Step 4.	2,301.96
Step 5.	2,397.84
Step 6.	2,504.74
  - e. Pay Range 646<sup>(1)</sup>: Laboratory Information Systems Specialist

Step 1.	\$2,301.96
Step 2.	2,397.84
Step 3.	2,504.74
Step 4.	2,587.38
Step 5.	2,672.76

Step 6. 2,760.97

<sup>(1)</sup> Appointment may be at any step of the range.

3. An employee completing one year of active service within a pay step other than the highest pay step shall advance to the next pay step on his/her anniversary date. Active service, as used herein, shall mean the performance of assigned duties and shall include time spent by an employee on paid leave as provided in this Agreement, but shall not include any time spent by an employee on leave without pay. Effective Pay Period 1, 2010, there shall be no pay step advancement for the term of the Agreement. This provision shall expire at the end of Pay Period 26, 2011.
4. Base salaries of employees shall be paid biweekly and shall be in compensation for the full performance of the regularly scheduled hours of work for the given biweekly pay period in accordance with the HOURS OF WORK Article of this Agreement. When less than the full schedule of hours is worked by an employee during any such biweekly pay period, the employee's biweekly base salary for that period shall be reduced by an amount equivalent to his/her hourly base salary rate computed on the basis of his/her average work week in effect as established under the HOURS OF WORK Article of this Agreement for each hour, or fraction thereof to the nearest 0.1 of an hour, during which work is not performed.
5. The parties agree that, where the City deems it necessary to aid recruitment, the City may make reallocations or change recruitment rates during the term of this Agreement; however, in such cases, the City agrees to inform the Union prior to implementing such changes.
6. The City reserves the right to make classification changes, but said changes shall not operate to reduce the salary of current incumbents. These changes shall not be subject to the Grievance and Arbitration Article.
7. The City reserves the right to make corrections of errors to the salary ordinance, if any are found.
8. Retroactive wage payments. The parties to this collective bargaining agreement elect not to be bound by the required frequency of wage payment provisions of 109.03,

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 60 days from the execution of this Agreement.

9. All employees who are capable of maintaining a financial relationship with a banking institution shall participate in direct deposit of pay checks.
10. During the term of the Agreement, there shall be no more than four furlough days during calendar year 2010 and no more than four furlough days during calendar year 2011. The policies as set forth in the Department of Employee Relations Mandatory Furlough and Administrative Guidelines policy dated June 19, 2009 regarding benefits during furlough days shall apply in calendar years 2010 and 2011. The agreement between the City and the Union regarding furlough days shall not be used by either party in any future grievances, prohibited practice complaints, or any other legal actions. This provision shall expire December 31, 2011.



## **ARTICLE 13**

### **HOURS OF WORK**

1. The normal work day for an employee covered by this Agreement shall be eight (8) consecutive hours per calendar day, except for an unpaid lunch period as assigned. As far as is practicable, this work day shall conform with the established hours of business. This conformity shall not interfere with the special time schedules governing departments operating more than eight (8) hours in each calendar day, nor shall this provision be construed as prohibiting the creation of part-time employment or the establishment of rotating, staggered, or shortened work periods.
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 for eligible employees 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 for eligible employees 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 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.
3. "Time Worked" means the time worked during regularly scheduled work periods, time taken off on authorized sick leave, vacation, or any other period for which the employee was compensated, including officially excused time lost such as that due to inclement weather and time lost due to civil emergencies by employees who were ready, willing, and able to report to work.
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 14**

### **OVERTIME, SHOW-UP PAY, ON-CALL PAY**

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

Medical Laboratory Technician  
Microbiologist I  
Microbiologist II  
Chemist I  
Chemist II  
Virologist I  
Virologist II

- a. 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. Overtime compensation will only be paid for time actually worked.
- b. The Department Head or his/her designee shall have the authority to schedule and assign all overtime work.
- c. Overtime shall be compensated at a rate of one and one-half (1.5X) times the overtime hours actually worked in cash or compensatory time off at the discretion of the Department Head.
- d. The accumulated credit for each employee shall not exceed 120 hours worked, which is the equivalent on a time and one-half (1.5X) basis to 180 hours taken off. The City shall have the authority to reduce compensatory time balances.
- e. The prescribed pay for overtime work shall not apply until all unexcused hours in any calendar day or week have been worked for on a straight-time basis or before any hours previously lost at any time by reason of inclement weather, civil disturbances or causes beyond the control of the employee, as determined by the City when the employee was able to report to work, have been made up by working hours in excess of the regular working hours on a basis of one and one-half (1.5) hours' credit for each hour of work lost.

- f. Application of the provisions of this Article shall not allow pyramiding of overtime.
  - g. 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.
2. Employees in active service and in the position classifications of Chemist III, Microbiologist III, Virologist III and Laboratory Information Systems Specialist shall be eligible to receive overtime benefits as provided in section 1 of this OVERTIME ARTICLE, except as follows:

In lieu of section 1.a., above, overtime means authorized work performed in excess of the 40-hour work week or for work performed on holidays. This overtime pay provision shall not apply to hours worked in excess the 40-hour work week as a result of the employee's flexible schedule.

#### SPECIAL OVERTIME COMPENSATION

- a. On any continuous time worked in excess of twelve (12) hours, 25 cents shall be added to the base pay and the employee compensated at a rate of one and one-half (1.5) hours in compensatory time off or cash, at the discretion of the Department Head.
- b. For non-scheduled overtime worked on Sundays and/or holidays designated in this Agreement, the employee shall be compensated at the rate of one and three-quarters (1.75X) times his/her regular base salary in compensatory time off or cash, at the discretion of the Department Head. Non-scheduled overtime is an overtime work assignment that is not "arranged in advance" as defined in subsection 2 of the HOURS OF WORK Article. Hours of work affected by this paragraph shall be those which fall within the calendar day of the Sunday or holiday.

#### SHOW-UP PAY

- a. All employees, except part-time personnel, who report for work at a regularly assigned time and who are officially excused and sent home due to lack of work

or inclement weather shall be credited with hours worked, but not less than two (2) hours pay at their straight time rate, except that the time credited for employees who work less than full time shall be prorated.

- b. All employees who report to work for an emergency overtime assignment on a day other than a Sunday or a holiday at the direction of competent authority and who are officially excused before completing three (3) hours of work, shall be credited with three (3) hours pay at time and one-half (1.5X). Such credit shall be given in compensatory time off or in cash at the discretion of the Department Head, in accordance with the OVERTIME Article of this Agreement.
- c. All employees who are required to work emergency overtime hours on a Sunday or a holiday at the direction of competent authority, and who are officially excused before completing three (3) hours of work, shall be credited with three (3) hours pay at time and three quarters (1.75X). Such credit shall be given in compensatory time off or cash at the discretion of the Department Head in accordance with the OVERTIME Article of this Agreement.

#### ON-CALL PAY

- a. An employee who is on an authorized on-call assignment shall be compensated at the rate of one (1) hour of pay in cash for each eight hour time period or fraction thereof outside an employee's regularly scheduled workday, weekend day or holiday that he or she is so assigned. An employee who is on authorized on-call must be available to work and be able to report to work within two hours from the time he/she is notified by the Public Health Laboratories Director or designee. As deemed necessary at the discretion of the Public Health Laboratories Director or designee, employees on an authorized on call assignment may be directed to report in less than two hours, when reasonably possible.
- b. An employee in a classification listed under Article 14, section 1, who is on an authorized on-call assignment and who is called in to work during his/her on-call shift shall be compensated at time and one-half in either compensatory time

off or in cash at the Department Head's discretion for any time actually spent on an authorized assignment outside his/her regularly scheduled shift.

- c. An employee in a classification listed under Article 14, section 2, who is on an authorized on-call assignment and who is called in to work during his/her on-call shift shall be compensated at time and one-half in either compensatory time off or in cash at the Department Head's discretion for any time actually spent on an authorized assignment in excess of the 40 hour work week.

## **ARTICLE 15**

### **FLEXIBLE SCHEDULE**

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

Microbiologist III  
Chemist III  
Virologist III  
Laboratory Information Systems Specialist

- a. The flexible schedule arrangement permits those employees who are eligible and authorized to use it some flexibility in scheduling working hours.
- b. Employees are required to work an average of at least 40 hours per week to be eligible for flexible scheduling.
- c. Daily schedules may be adjusted from time to time in accordance with departmental needs as determined by the Department Head or his/her designee.
- d. The Department Head or his/her designee shall administer the provisions of this section and shall determine the manner in which the use of flexible schedule is to be applied.
- e. Employees in positions covered by the Flexible Schedule shall not be eligible for overtime benefits under Article 14 for any hours worked in excess of 40 hours in a work week as a result of the employee using flexibility in scheduling working hours. These employees shall only be eligible for Overtime benefits under Article 14 when the Department Head assigned them to work in excess of their 40 hour work week or on a holiday and the employees performed the assigned work in excess of their 40 hour work week or on a holiday.

## **ARTICLE 16**

### **SHIFT DIFFERENTIAL**

1. Employees in the following job classifications shall be eligible for a shift differential in accordance with the terms and conditions of this Article:

Medical Laboratory Technician  
Chemist I  
Chemist II  
Microbiologist I  
Microbiologist II  
Virologist I  
Virologist II

2. An employee who works at least (4) hours of his/her regularly scheduled eight-hour shift within the second or third shift as defined in subsection 2.a. or 2.b., below, shall be paid, in addition to his/her base salary, the following shift differential premium rates:

- 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.

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

3. Weekend differential for regularly scheduled Saturday work paid to an employee shall be in the amount of \$0.50 per hour and weekend differential for regularly scheduled Sunday work and holidays paid to an employee shall be in the amount of \$0.60 per hour.
4. An employee who is on paid vacation, holiday, personal day, sick leave or funeral leave during a period in which his/her regular shift assignment is the second or 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.
5. 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 17**

### **VACATIONS**

1. An employee shall earn vacation time in the following manner :
  - a. 3.7 hours per pay period for employees who have completed less than 4 years' creditable service;
  - b. 5.3 hours per pay period for employees who have completed at least 4 but less than 9 years of creditable service;
  - c. 6.8 hours per pay period for employees who have completed at least 9 but less than 14 years of creditable service;
  - d. 8.4 hours per pay period for employees who have completed at least 14 but less than 21 years of creditable service.
  - e. 9.9 hours per pay period for employees who have completed at least 21 years of creditable service.
2. An employee on the payroll for at least eighty (80) hours in a pay period shall be allowed to accumulate vacation time at the rate prescribed for under 17.1. 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.
3. Eligibility for, and accumulation of vacation shall begin upon appointment to a position eligible for vacation. A department head may allow an employee whose service is expected to continue so as to complete a year's actual service, to use vacation within the first 12 months of employment if the convenience of the service would be promoted. If the employee leaves the service of the City before the completion of the initial 12-month period, that vacation shall be deemed unearned, and payments made during the vacation period shall be deducted from his/her paycheck upon termination of employment. Employees who are not expected by the department head to work 12 consecutive months shall be eligible for vacation only after completing twelve (12) months of service.
4. The maximum amount of vacation an employee can maintain in his/her vacation account

shall be as follows:

- a. 136 hours for employees who have completed less than 4 years of service.
  - b. 176 hours for employees who have completed 4 years of service but less than 9 years of service.
  - c. 216 hours for employees who have completed 9 years of service but less than 14 years of service.
  - d. 256 hours for employees who have completed 14 years of service but less than 21 years of service.
  - e. 296 hours for employees who have completed 21 years of service.
5. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. With department head approval, an employee who has completed one year of vacation eligible service may borrow up to 80 hours of vacation before it is earned. In no case may an employee's vacation account balance be less than negative eighty (80) hours. 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 his/her paycheck. 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.
  6. The City shall make every reasonable effort to avoid changes in an employee's schedule of hours of work which would require an employee to work during a previously scheduled vacation period of five (5) days or more in duration.
  7. 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.
  8. An employee scheduling a two-week vacation which by its term starts with a regular Monday work day shall be guaranteed that he/she will not be scheduled for regular or

overtime work (a) on the Saturday or Sunday before the vacation starts; or (b) on the Saturday or Sunday succeeding the vacation period. It is understood that the provision of this vacation guarantee might necessitate some changes in vacation scheduling in the affected areas.

9. The City shall adjust an employee's length of service to reflect his/her full-time status as a City employee.
10. Transitional Vacation Account
  - a. Effective pay period 1, 1996, the amount of vacation earned by an employee in 1995 for use in 1996 shall be placed in a Transitional Vacation Account (TVA). TVA hours may be scheduled and used as vacation hours with the approval of the Department Head. Employees may not borrow vacation hours unless and until TVA hours have been exhausted.

## **ARTICLE 18**

### **HOLIDAYS**

1. Eligible employees 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.
2. Whenever Independence Day (July 4) shall fall on a Saturday, the preceding Friday shall be observed as a holiday.
3. Whenever New Year's Day, Independence Day, or Christmas Day shall fall on a Sunday, the following Monday shall be observed as a holiday.
4. Whenever New Year's Day or Christmas shall fall on Saturday, the following Monday shall be observed as a holiday.
5. In order to qualify for holiday pay, the eligible employee must work the work day normally scheduled preceding the holiday and following the holiday.
6. An eligible employee who is required to work on a holiday and who is not on flexible schedule shall receive holiday pay plus one and one-half times base salary in compensatory time off for each hour he/she works.
7. The provisions of this paragraph shall not in any way abridge the City's right to schedule employees to work on recognized holidays.
8. If the State of Wisconsin adopts a statute under which some or all of the above enumerated holidays are established or observed as so-called "Monday" holidays, the

City will move to observation of such law but the operation of said law shall not operate to increase or diminish the number holidays with pay granted annually.

## **ARTICLE 19**

### **SICK LEAVE**

1. "Sick Leave" shall mean all necessary absence from duty because of illness, pregnancy disability, bodily injury, or exclusion from employment because of exposure to contagious disease. Sick leave benefits shall be limited to the period of time the employee would have worked in accordance with the Hours of Work Article of this Agreement.
2.
  - a. Eligibility for sick leave shall begin after the completion of six (6) 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.
3. A permanent full-time employee shall earn sick leave with pay at the rate of one and one-quarter (1.25) working day for each month of active service or 4.6 working hours for each two (2) weeks of active service. An employee who works an average of twenty (20) hours per week on a year-round basis shall earn sick leave at the rate of .625 working days for each month of service or 2.3 working hours for each two (2) weeks of service.

An employee working less than full-time but more than twenty hours per week shall

earn sick leave with pay on a pro-rata basis.

4. Sick leave allowance shall not accumulate in excess of 120 working days. Employees may utilize sick leave with pay credited to their accounts during periods of sick leave for the period of time they would have worked in accordance with the regularly scheduled hours of work as established under the HOURS OF WORK provision of this Agreement.
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. When sick leave extends beyond three (3) consecutive work days acceptable medical substantiation from the employee's private physician certifying the nature and seriousness of the sickness or pregnancy disability shall be furnished to the department head and to the City Service Commission.
7. When acceptable medical substantiation is required from the employee for an instance of sick leave under subsection 5 or 6:
  - a. It must be certified by the employee's private physician not later than two work days following the date on which such sick leave instance commenced; and
  - b. It must be received by the employee's Department Head or his/her designee not later than five work days following the date on which such sick leave instances commenced.
8. Sick Leave Control Incentive Program
  - a. The Sick Leave Control Incentive Program shall be in effect beginning Pay Period 1, 2010 and ending Pay Period 26, 2011. Nothing herein shall be construed as requiring the City to continue the program for time periods after Pay Period 26, 2011.
  - b. The trimester periods for each calendar year are defined as follows:

Trimester 1 - Pay Periods 1-9



Trimester 2 - Pay Periods 10-18

Trimester 3 - Pay Periods 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, was not on an unpaid leave of absence, was not AWOL, was not tardy, was not suspended from duty for disciplinary reasons and did not take any unpaid time off the payroll; and
  - (2) During the full term of the trimester, the employee was in active service; and
  - (3) At the beginning of the trimester, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 120 hours or in the case of an employee who was employed for an average of 20 hours per week on a year round basis, the employee had an amount of earned and unused sick leave credit in his/her sick leave of 60 hours.
  - (4) The employee was represented by the Union for at least 560 hours in the trimester period or effective the next trimester following the execution date of this Agreement; in the case of an employee who was employed for an average of 20 hours per week, the employee was represented by the Union for at least 280 hours in a trimester.
- d. In a Trimester period set forth in subsections a. and b., above, that an employee is eligible for a sick leave control incentive program (SLIP) benefit, the Department/Bureau Head may allow the employee to determine which one of the two types of SLIP benefits listed below he/she shall receive in accordance with procedures established for that purpose by the Department/Bureau 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 (8) 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 (8) hour day off with pay. Such day off with pay earned in Trimester 1 must be used in Trimester 2 or 3 of the same fiscal year. A day off earned in Trimester 2 must be used in Trimester 3 of the same fiscal year. A day off earned in Trimester 3 may be used in Trimester 1, 2 or 3 of 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 through 26 or 1 through 27, whichever is appropriate.

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

(1) A special sick leave incentive payment

An employee receiving a special sick leave incentive payment shall be entitled to receive a lump-sum cash payment equivalent to four (4) hours of his/her base salary computed on the basis of his/her hourly base salary rate in effect on the last day of the trimester for which the payment was earned. Such payment shall not be deemed part of the employee's base salary and shall not have any sum deducted for pension benefits nor shall it be included in determination of pension benefits or any other benefits and/or compensation provided by the City. Sick leave control incentive payments provided hereunder shall be made as soon as is administratively practicable following the close of the trimester period in which they were earned.

(2) A special incentive leave

An employee receiving a special incentive leave shall earn one four (4) 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 earned in Trimester 3 must be used any time in the following fiscal year. An employee may use such day off with pay on a date he/she 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.

## **ARTICLE 20**

### **DUTY-INCURRED DISABILITY PAY**

1. An employee with regular Civil Service status who sustains an injury while performing within the scope of his/her employment for which he/she is entitled to receive Worker's Compensation temporary disability benefits, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), may receive 70% of base salary, as "injury pay," instead of such Worker's Compensation benefits for the period of time he/she may be temporarily totally or temporarily partially disabled because of such injury, subject to the terms and conditions set forth in subsections 2 through 6, inclusive, below.
2. In no case shall an employee receive "injury pay" for more than 250 working days during his/her employment regardless of the number of compensable injuries sustained.
3. In providing injury pay in an amount equal to 70% of the employee's base salary, the employee agrees to allow the City to make a payroll adjustment to his/her biweekly pay check deducting an amount equal to 30% 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 employee's pension benefits. For purposes of interpretation of the provisions of this paragraph, the term, base salary, shall mean the employee's base salary pay rate in effect during the pay period he/she is claiming injury pay.
4. After "injury pay" benefits have been exhausted, an employee shall have the option of accepting sick leave benefits or accepting Worker's Compensation temporary disability benefits. This option, which shall be in writing, may be terminated without prejudice to temporary total, or temporary partial, disability benefits under the Worker's Compensation Act, but such termination shall not be retroactive and any sick leave already used at the time of the termination of the option shall not be restored to the employee.
5. Questions involving eligibility for injury pay shall be determined under the applicable

law and the substantive and procedural rules of the Department of Industry, Labor and Human Relations relative to Worker's Compensation and in the event of a dispute between the City and the employee relative to such eligibility, the Department of Industry, Labor and Human Relations and the courts, upon the statutorily prescribed review thereof, shall be the sole and final arbiters of such dispute.

6. In all third-party claims or actions, the City shall not be limited in its recovery to the amount of temporary disability benefits which would otherwise have been payable under the Worker's Compensation Act, but shall instead be entitled to recover the amount of injury pay received by the employee.

## **ARTICLE 21**

### **OWED TIME**

1. An employee who loses time from work during his/her regularly scheduled work week because of inclement weather or civil disturbances who is able to report to work shall be permitted to owe the time lost.
2. Officially excused time lost shall constitute time owed the City, and shall be deducted from the employee's pay to the extent the employee does not work assigned emergency or other overtime work periods except when excused from assignment for a legitimate reason.
3. Owed time is to be made up at the rate of time and one-half (1.5).
4. If operation of the Fair Labor Standards Act on Owed Time provisions results in an increase in costs to the City, as determined by the City, the City shall have the exclusive right to modify existing Owed Time provisions to the extent that such cost increase is eliminated.
5. An employee on flexible schedule is not subject to this Article.

## **ARTICLE 22**

### **LEAVE OF ABSENCE FOR MILITARY DUTY**

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. 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 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 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 he/she is still qualified to perform the duties of his/her 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 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.
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 23**

### **JURY DUTY LEAVE**

1. An employee of the City of Milwaukee 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 therefore without receiving a jury assignment for that day or in any case where such employee is engaged in jury duty for a part of a day, he/she shall report for the performance of his/her City duties for the remainder of that 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. Except as provided in subsection 4, below, employees covered by the OVERTIME Article of this Agreement shall not be eligible for overtime while on jury duty or being under subpoena even if such duty or subpoena extends beyond eight (8) hours in one (1) day.
4. An employee covered by the OVERTIME Article of this Agreement who is subpoenaed to testify in court on matters directly related to the duties and responsibilities of his/her City Service job classification as determined by the Bureau Head or his/her designee, shall not be eligible for the "subpoena pay" provisions contained herein but, rather, shall receive compensation in accordance with the BASE SALARY and/or OVERTIME

Articles of this Agreement.

## **ARTICLE 24**

### **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 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 25**

### **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 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 as provided under Chapter 111 of the Milwaukee Code of Ordinances. Effective the next pay period following the execution date of this Agreement, for purposes of this Article only include spouse's siblings' spouse in the definition of brother-in-law and sister-in-law.

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.
3. In the case of a death of the employee's grandparent the employee shall be granted a leave of absence not to exceed one work day with pay; this work day 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.

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 26**

### **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. These pension benefits shall continue unchanged during the term of this Agreement except for the following changes enumerated below:  
  
Creditable service for active military service, as provided in 36-04-2-c, shall be extended to employees represented by the Union who participate in the combined fund and who retire on a service retirement on or after January 1, 2007.
2. Employees hired on or after January 1, 2010 shall contribute 5.5% of their earnable compensation in accordance with sec. 36-08-7-a-2 of the City Charter. The provisions of sec. 36-08-7-m of the City Charter shall not apply to such employees.
3. Employees who retire during calendar year 2010 or 2011 from active service on a normal service retirement allowance, including an allowance under sec. 36-05-1-d-3 of the City Charter, or from active service on an immediate retirement allowance under sec. 36-05-6-c of the City Charter, shall receive a 2% pension escalator effective with the installment next following the first anniversary of their retirement.
4. Employees who during calendar year 2010 only retire from active service on a normal service retirement, including an allowance under sec. 36-05-1-d-3 of the City Charter, or from active service on an immediate retirement allowance under sec. 36-05-6-c of the City Charter, shall be eligible for a bonus year in accordance with sec. 36-04-1-f of the City Charter. At such employee's discretion, the bonus year may be added either to the employee's age for purposes of retirement eligibility, or to creditable service. The bonus year may be divided into one month increments and used for a combination of additions to age and creditable service, not to exceed a total of twelve months. All or part of the bonus year cannot be applied to earn more than 35 years of creditable service or to exceed the 70% of final average salary limitation stated in sec. 36-07-10-f of the City Charter. This provision shall expire December 31, 2010.



## **ARTICLE 27**

### **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 2004-2006

City/Union Agreement, which included the following changes in benefits:

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

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

- (4) An employee's Basic Plan benefits shall terminate on the last day of the calendar month in which the employee separates from active service.
- (5) A Utilization Review/Case Management (UR/CM) program 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 Administrator for that purpose. Any elective procedure not submitted to the designated UR/CM program representative shall not be covered by these benefits. UR/CM shall determine whether or not a procedure is elective. Within 48 hours of the hospital admission time for any urgent or emergency procedure performed on an employee, or his/her dependents, the employee or adult responsible for him/her, shall be required to notify the designated UR/CM program representative of this fact by telephone in accordance with procedures established by the Employee Benefits Administrator for that purpose; provided however, that if bona fide medical circumstances applicable to the employee preclude compliance with the 48-hour notification requirement, UR/CM shall authorize a reasonable extension of this time limit consistent with such medical circumstances or the availability of an adult responsible for the employee. Following its review of an elective procedure contemplated for an employee, or his/her dependents, UR/CM will inform the employee of its determination in respect to approval or denial of the procedure.

- (6) The major medical deductible shall be \$100 per person, \$300 per family maximum on the Basic Plan.
- (7) 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 Utilization Review/Case Management program set forth in subsection 27.1.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.

b. Health Maintenance Organization (HMO) Plans

- (1) Except as provided in subsection 27.1.b.(2)., hereunder, an employee shall have the right to select coverage under a Health Maintenance Organization (HMO) Plan approved by the City in lieu of coverage provided by the Basic Plan. Except as provided in subsection 27.1.b.(3)., hereunder, the benefits for employees enrolled in an HMO plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations.
- (2) The City may offer to employees an Exclusive Provider Organization (EPO) Plan instead of or in addition to a Health Maintenance Organization (HMO) Plan. An EPO Plan offered by the City shall, at a minimum, 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) Employees shall be responsible for the following co-payments:
  - (a) An employee shall pay a \$10.00 office visit co-payment (OVCP) for all office or urgent care visits due to illness or injury, except as noted in subsections 27.1.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, except this co-payment shall be waived if admitted directly to the hospital from the emergency room.
- (e) The prescription drug card plan under the uniform benefits shall be replaced with a three-tier drug card plan. The designation of legend drugs and the assignment of drugs to the following tiers shall be determined by the plan:
  - i. Tier 1 co-payment equal to \$5.00;
  - ii. Tier 2 co-payment equal to \$17.00;
  - iii. Tier 3 co-payment equal to \$25.00;
  - iv. Legend Drugs co-payment equal to \$5.00;
  - v. Mail Order Drug co-payment amount for a three-month or 90-day supply shall be equal to the co-payment amount for a two-month or 60-day supply.

c. Basic Dental Plan

Basic Dental Plan insurance benefits shall be the same as the benefits provided for in the DENTAL SERVICES GROUP CONTRACT FOR THE CITY OF MILWAUKEE, 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)

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 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 27.1.a. through 27.1.d..
- (4) The City, in conjunction with its insurance administrator, carrier, or provider shall have the right to develop and implement any other cost containment measure it deems necessary.
- (5) An annual Health Risk Assessment (HRA), which shall include basic biometrics, a written health risk assessment questionnaire and a blood draw, shall be implemented as soon as practicable following the execution of this Agreement.
- (6) Both a Wellness and Prevention Program and Committee shall be implemented. A description of both the program and the committee is appended herto as Appendix A.

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 27.1, 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 subsections 27.1.c. or 27.1.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 27.1.a. or 27.1.b., for the term of this Agreement.
- e. An employee who retires on normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) during the term of this Agreement, with at least 15 years of creditable service, shall be entitled to the benefits provided in subsections 27.1.a. or 27.1.b., during the term of this Agreement, so long as he/she is at least 60 and less than age 65. 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 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 27.2.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 27.1.a. and 27.1.b. during the term of this Agreement. Between the ages of 55 and 65 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 27.2.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.

- g. Effective January 1, 2010 through December 31, 2010, an employee in active service who retires during 2010 on a normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) including an allowance under sec. 36-05-1-d-3 of the City Charter, and elects to use the Bonus Year, as provided in sec. 36-04-1-f of the City Charter, to meet the minimum age for retirement eligibility or to add to the employee's creditable service, shall be entitled, if the employee has at least 15 years of creditable service, which may include the Bonus Year, to the benefits referenced in subsection 27.2.e, subject to the provisions of that section, or the employee has at least 30 years of creditable service, which may include the Bonus Year, to the benefits referenced in subsection 27.2.f, subject to the provisions of that section, and shall be subject to the cost of coverage provisions under Article 27.3.c.(1) or (2). Thereafter, such employees who retire on a normal pension during 2010 shall, subject to the provisions of those sections, be eligible for the benefits referenced in subsection 27.2.e or f and shall be subject to the cost of coverage provisions under Article 27.3.c.(1) or (2).
- h. Registered domestic partners of eligible City employees, if registered as such by the City 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 such coverage for his or her domestic partner must be enrolled in the same plan.

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



a. Employees in Active Service

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

(a) Except as provided in subsection 27.5., below, prior to the implementation of a Health Risk Assessment (HRA), an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$75.00 per month for single enrollment when such employee's enrollment status is single and \$150.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

(b) Except as provided in subsections 27.5 and 27.6, below, effective the first full calendar month following implementation of the annual HRA- for active employees enrolled in the Basic Plan, the employee contributions shall be as follows:

- i. The employee contribution shall increase to \$85.00 per month for single enrollment when an employee's enrollment status is single and to \$170.00 per month for family enrollment 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 27.3.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 above-stated amounts shall be paid by the City.

- (2) For Employees Enrolled in a Health Maintenance Organization Plan for calendar years 2010 and 2011.
  - (a) Except as provided in subsection 27.5. and 27.3.a.(2)(b), below, for employees enrolled in a HMO during calendar years 2010 and 2011 the City will contribute an amount towards meeting the subscriber cost for single enrollment in the HMO Plan elected of 100% of the monthly subscriber cost of enrollment in the HMO offered by the City, when an employee's enrollment status is single or up to 100% of the monthly subscriber cost of family enrollment in the HMO offered by the City pursuant to subsection 27.1.b., above, having the lowest family enrollment subscriber cost to the City when an employee's enrollment status is family. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her pay check on a monthly basis.
  - (b) Except as provided in subsection 27.5, below, an employee enrolled in an HMO plan shall contribute \$20.00 per month

toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$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 subsection 27.5 and 27.6, below, effective the first full calendar month following implementation of the annual HRA an employee enrolled in an HMO plan shall contribute the following amounts:
  - i. An employee shall contribute \$30.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$60.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.
  - ii. An employee shall also contribute an additional \$20.00 per month over and above the amount specified in 27.3.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 subsection 27.3.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 and who has completed at least 12 months of active service shall be permitted to maintain the benefits for the plan he/she was covered under on the date his/her sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. The City's contribution towards the cost of maintaining the benefits during this period shall be as provided for respectively in subsection 27.3.a., above. The provisions of this subsection shall not cover retirees (including disability retirements). After the initial six (6) month period, an employee must be physically back at work for three (3) work days before being eligible for an additional six (6) month coverage period.

b. Duty Disability

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 27.3.a. of this Article, above.

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

- (1) Except as noted below, eligible employees under subsections 27.2.e.

or 27.2.f, who retire between January 1, 2010 and December 31, 2011 and who are enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$30 per month for single enrollment when such employee's enrollment status is single and \$60 per month for family enrollment when such employee's enrollment status is family. The amount of retiree contribution shall be deducted from the retiree's pension check. Any subscriber costs for single or family enrollment in excess of the above stated amounts shall be paid by the City. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost plan to retirees offered by the City, the foregoing \$30 employee contribution shall be waived. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost plan to retirees offered by the City, the foregoing \$60 employee contribution shall be waived.

- (2) Except as noted below, for eligible employees under subsections 27.2.e. or 27.2.f, who retire between January 1, 2010 and December 31, 2011 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for single enrollment for retirees in the HMO plan elected of 100% of the monthly subscriber cost of single enrollment in the Plan offered by the City pursuant to subsection 27.1.a. or 27.1.b, above, having the lowest single enrollment subscriber cost for retirees to the City. For eligible employees under subsections 27.2.e. or 27.2.f, who retire between January 1, 2010 and December 31, 2011 and who are enrolled in the an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for family enrollment in the HMO plan elected of 100% of the monthly subscriber cost of family enrollment for retirees in the Plan offered by the City

pursuant to subsection 27.1.a. or 27.1.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 family 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 single enrollment for retirees in the Basic Plan.

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

- (4) Surviving Spouse

The provisions of subsection 27.3.c.(1) shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsection 27.2.e. or 27.2.f. of this Article.

#### 4. Cost of Coverage -- Dental Plan

In calendar years 2010 and 2011, 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 pay check on a monthly basis.

5. A limited benefit employee in active service, or who retires, or receives a duty disability retirement allowance during the term of this Agreement shall contribute the following toward meeting the subscriber cost in the Plan elected:
  - (a) An employee enrolled in the Basic Plan (single or family enrollment status) shall contribute an amount equal to fifty (50%) percent of the City contribution toward meeting the cost of the premium of the enrollment status elected as provided under subsection 27.3.a.(1) above; or
  - (b) An employee enrolled in an HMO Plan with single enrollment status shall contribute an amount equal to twenty-five (25%) percent of the City contribution toward meeting the cost of the single premium of the HMO Plan elected as provided under subsection 27.3.a.(2) above; or
  - (c) An employee enrolled in an HMO Plan with family enrollment status shall contribute an amount equal to forty (40%) percent of the City contribution toward meeting the cost of the family premium of the HMO Plan elected as provided under subsection 27.3.a.(2), above.
6. Effective the first full calendar month following implementation of the annual HRA in addition to the employee contribution specified in subsections 27.3.a.(1) and (2), above, a limited benefit employee in active service, or who retires, or receives a duty disability retirement allowance during the term of this Agreement shall also contribute the amount toward meeting the subscriber cost in the Plan elected as specified in subsections 27.5, above.
7. 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 27.1., 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,

the 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 27.3., 27.4., 27.5., and 27.6 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 27.3., 27.4., 27.5., and 27.6 of this Article, if the provision was not in effect.

8. 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 27.1. of this Article, 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. A retiree shall be ineligible to receive the retiree health insurance benefits provided hereunder when eligible to receive health insurance benefits from other employment or from the employment of the retiree's spouse if the benefits received by the spouse cover the retiree.
- d. City health insurance cost contributions provided hereunder to retirees shall be in lieu of any other City retiree health insurance contributions provided by ordinance, resolution or by other means, while retirees are receiving the benefits hereunder.
- e. After the deductible is paid, the employee's share of the cost for claims made under the Major Medical co-insurance provisions shall not be less than 20%.



- f. In the event an employee or eligible dependent becomes eligible for Medicare benefits prior to attaining age 65, the City will contribute an amount up to the City's maximum contribution provided in subsection 27.3.c. of this Article towards the cost of coverage for the City's Medicare Supplemental Plan.
  - g. When a member of the employee's family, as the term "family is defined in the provisions of the Plans defined in subsections 27.1.a. or 27.1.b., is a City retiree receiving City Health Insurance benefits, the coverage shall be limited to one family plan.
  - h. 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 27.1.a. or 27.1.b. hereof, the retiree coverage provided by the City shall be limited to one plan.
9. Employees on Leave of Absence, Layoff or Suspension
- An employee in active service may elect to be covered by the benefits in subsections 27.1.a. or 27.1.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.
10. 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 27.1, 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).
11. An employee shall have a 270-day waiting period for a pre-existing condition for the benefits provided in subsection 27.1.a, above.
12. Effective Date
- Except where specifically provided otherwise herein, the provisions of this Article shall

be effective from January 1, 2010 through December 31, 2011.

## **ARTICLE 28**

### **LIFE INSURANCE**

#### **1. Eligibility For Benefits**

- a. An employee's eligibility for election and maintenance of the Life Insurance benefits hereinafter provided shall be as set forth in either the contract between the City and any insurance carrier or administrator providing the benefits or directly by the City if the City elects to provide these benefits on a self-insured basis.
- b. 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.
- c. Half-time employees who are employed at least 20 hours per week for 365 consecutive calendar days shall become eligible for Life Insurance on a prorata basis.

#### **2. Election of Benefits**

- a. The terms and conditions for election of Life Insurance benefits by any eligible employee shall be as prescribed by the City or by the contract between the City and any insurance carrier or administrator providing the benefits hereunder, as appropriate.
- b. 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 revoke such waiver and 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.

#### **3. Amount of Life Insurance Benefits**

- a. During the term of this Agreement, the City shall provide an eligible employee, as defined in the life insurance contract, with group life insurance benefits so long as the employee elects the coverage and remains in active service as follows:
- (1) Employees under age sixty-five (65) shall be eligible to elect and maintain life insurance coverage in an amount equivalent to their annual base salary rates, rounded to the next higher thousand dollars, so long as they remain in active service and are under age sixty-five (65). Upon attaining age sixty-five (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 sixty-fifth (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.
  - (2) Optional Coverage. No later than 30 days prior to a 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 is eligible for and taking base coverage, shall be eligible to apply for supplemental coverage effective the first day of the next month following the next open enrollment (as determined by the City) for supplemental life insurance following the execution date of this Agreement, at his/her option in increments of \$1,000 to a maximum of either one and one-half times (1.5 times) his/her annual basic salary rounded to the next higher thousand dollars of earnings or \$100,000, whichever is greater. This coverage shall be made available to 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 sixty-five (65), the amount of life insurance coverage for which an employee who was insured for more than 100% of annual base salary on the day immediately preceding his/her sixty-fifth (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 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.

- b. The amount of life insurance benefits to which an employee is entitled shall be adjusted semi-annually as of Pay Periods 1 and 15 respectively, and made effective 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, multiplied by 26.07143.

4. Cost of Life Insurance Benefits

Except for half-time employees eligible for the life insurance coverage described under section 1, above, eligible employees who elect such coverage, shall pay the following amount to the City for calendar years 2010 through 2011: an amount equal to \$0.21 per month for each \$1,000 of coverage in excess of \$35,000 but not greater than 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings and an amount equal to the full premium per month for each \$1,000 of coverage in excess of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars. Half-time employees eligible for the life insurance coverage described under section 1, above, who elect such coverage, shall pay the following amount to the City for the calendar years 2010 through 2011: an amount equal to \$0.21 per month for each \$1,000 of coverage in excess of \$18,000 but not greater than 1.5 times his/her annual basic salary rounded to the next higher thousand dollars and an amount equal to the full premium per month for each \$1,000 of coverage in excess of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars. These payments shall be accomplished by periodic deductions from employees' biweekly paychecks. The City shall make all other necessary payments for life insurance benefits.

5. Conditions and Limitations on Benefits

- a. An employee eligible to elect life insurance benefits must elect, at minimum, an amount equal to his or her base salary.
  - b. The life insurance benefits provided hereunder shall only cover employees while they are in active service. 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, and shall not be subject to the grievance and arbitration provisions of this Agreement.
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 29**

### **TUITION REIMBURSEMENT**

1. Tuition and textbook reimbursement shall be in accordance with the Veteran's Administration benefits and Safe Streets Act benefits pertaining thereto. In no event shall there be any duplication of these benefits paid the employee.
2. In the event that an employee is ineligible to receive tuition or textbook reimbursement under the provisions of subsection 1., above, and meets the criteria specified under subsections 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 \$1,200 per year in calendar years 2010 and 2011. The City shall also provide the employee reimbursement up to \$125 of the above maximum reimbursement for approved professional fees.
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, except that coursework approved to be on City time by both the employee's Department Head and Employee Relations Director may be on City time.
  - b. All courses of study shall be related to an employee's job or to a reasonable promotional opportunity and be approved by a City-designated administrator. Graduate courses must be directly related to an employee's present position or to a reasonable promotional opportunity and be approved by a City-designated administrator.
  - c. Courses must be taken at accredited institutions or schools currently approved by the Department of Employee Relations.
  - d. Short courses (less than three weeks' duration) that are approved by management may be taken. Such courses include directly job-related short courses, workshops or other institutes of less than three weeks.
  - e. An employee must submit an application for reimbursement to a City-designated

administrator on a form provided by the City and all receipts for tuition and required textbooks must be submitted within eight (8) weeks of the last course date. Any changes in the request for reimbursement must be reported to the Department of Employee Relations within one week of the change.

- f. An employee shall submit the official grade report to a City-designated administrator within eight (8) weeks of the successful completion of the approved course. An approved course of study shall be deemed successfully completed if:
  - (1) For college courses and short courses, the minimum grade accepted as satisfactory completion is a final grade that represents the minimum grade point average required for a degree, diploma, or certificate; or
  - (2) 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 the successful completion date of the approved course 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. 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 in 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 30**

### **EDUCATIONAL DAY**

Employees represented by the Union shall be eligible for an Educational Day with pay provided the following criteria is met:

1. Must be employed for a one-year period of time.
2. Must plan to continue employment. If plans are to leave employment within the next 30 days, the educational day will not be granted.
3. Must request educational day with pay at least one week in advance.
4. Coverage for assignment must be available.
5. An educational day must relate to the job area of responsibility. Conventions are usually not considered as institutes unless a specific educational course is provided as part of the convention.
6. Requests should be submitted to the Director or Chief and the announcement or flyer relating to the institute should be attached. Supervisors will indicate on request form if employee meets these guidelines.
7. Full-time technologists are given up to 8 hours with pay per calendar year. If institute extends beyond one day, a vacation or personal day will have to be used for the second day, etc.

## **ARTICLE 31**

### **MISCELLANEOUS**

Effective Pay Period 26, 2004, a \$2.70 per day travel allowance shall be authorized for a laboratory employee represented by the Union who is regularly assigned to the Health Department laboratory located in the Municipal Building and who is reassigned during part of his/her workday to use their personal vehicle or take the bus to perform laboratory work at the Keenan Health Center.

## **ARTICLE 32**

### **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 33**

### **JOINT CITY-UNION EARLY INTERVENTION PROGRAM**

A joint City-Union Early Intervention Program shall be established in accordance with the June 7, 1993, Agreement between the City and the Union.

## **ARTICLE 34**

### **BUS DISCOUNT FARE PROGRAM**

The City's Bus Discount Fare Program for non-management, non-represented employees shall be extended to employees represented by the Union. The Program shall be as established and administered by the Department of Employee Relations.

## **ARTICLE 35**

### **LONG TERM DISABILITY PROGRAM**

1. The City will continue 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.

## **ARTICLE 36**

### **PART-TIME EMPLOYEES**

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

- Vacations
- Holidays
- Sick Leave
- Funeral Leave
- Sick Leave Incentive Program
- Jury Duty
- Tuition and Textbook Reimbursement
- Educational Days

Eligibility for the above benefits shall be confined to periods of active service.

## **ARTICLE 37**

### **AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT**

1. 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.
2. For purposes of construction and interpretation of the various provisions, this Agreement shall be considered to have been executed on the date this agreement is approved by the Common Council.



## **ARTICLE 38**

### **WAIVER OF NEGOTIATIONS**

1. The parties acknowledge 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.
2. The term and conditions set forth in this Agreement can only be modified during its term by written consent of both parties.

## **ARTICLE 39**

### **SAVINGS CLAUSE**

If any article or section of this Agreement or any addenda hereto 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 40**

### **ENTIRE AGREEMENT**

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

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.

THE ASSOCIATION  
OF SCIENTIFIC PERSONNEL

BY:

\_\_\_\_\_  
Mark W. Zemke, President

\_\_\_\_\_  
Richard A. Pries  
Bargaining Team Member

\_\_\_\_\_  
Elizabeth Zembrowski  
Bargaining Team Member

CITY OF MILWAUKEE  
A Municipal Corporation

BY:

\_\_\_\_\_  
Maria L. Monteagudo  
Director of Employee Relations

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

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

FOR THE CITY:

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

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

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

\_\_\_\_\_  
W. Martin Morics, Comptroller

\_\_\_\_\_  
Michael Murphy, Alderman  
Chairman, Finance and Personnel  
Committee

**SIGNATURES**

10-11 Labor Contract  
labr/scipers

## **APPENDIX A**

### **WELLNESS AND PREVENTION**

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

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

A Wellness and Prevention Committee shall be established to assist the consultant in the design of the Wellness and Prevention Program and to provide oversight of the program. The Wellness and Prevention Committee shall be comprised of nine union members appointed by the unions and three management representatives appointed by the Mayor. Two of the nine union members on the Wellness and Prevention Committee shall be Milwaukee District Council 48, AFSCME members as determined by District Council 48. The City has agreed that two of the nine union members on the Wellness and Prevention Committee shall be Milwaukee Police Association (MPA) members as determined by the MPA and one member of the nine union members will be from Local 215 as determined by Local 215. The City has agreed that one of the nine members shall be a member from either the Milwaukee Building and Construction Trades Council (MBCTC) or Lo. 494, DPW-Electrical Group as determined jointly by MBCTC and Lo. 494, DPW-Electrical Group. The City agrees that no other Union except DC48 and MPA may have more than one voting member on the Committee. The City has also agreed to allow other union presidents and

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

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

The City shall develop a Request for Proposals (RFP) and solicit bids from third party vendors qualified to implement the Wellness and Prevention Program. Upon conclusion of the bidding process, the City shall meet with the unions to review the results of the RFP. The Committee shall decide on the vendors giving due consideration to all City policies associated with the selection procedures. The City shall not spend more than two million dollars per year, including the cost of conducting the HRA, on the Wellness and Prevention Program.

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

MEMORANDUM OF UNDERSTANDING  
Between  
THE ASSOCIATION OF SCIENTIFIC PERSONNEL  
And  
THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

This Memorandum records the agreement reached on all items between the parties for the time period commencing January 1, 2010, and expiring December 31, 2011. The negotiating committee for the Association of Scientific Personnel (their signatures appear below) agree to recommend and support ratification and adoption of this Agreement to their principals.

Upon receiving notice from the negotiating committee of the Association of Scientific Personnel that their membership has properly ratified and adopted this Agreement, the City of Milwaukee Negotiating Team agrees to recommend the items contained in this Agreement to the Common Council of the City of Milwaukee and support their adoption.

Dated: \_\_\_\_\_

Representatives of the Association of Scientific Personnel	City of Milwaukee Negotiating Team

**AGREEMENT**  
**Between**  
**THE CITY OF MILWAUKEE**  
**And**  
**THE ASSOCIATION OF SCIENTIFIC PERSONNEL**

**Effective January 1, 2010 to December 31, 2011**



**TABLE OF CONTENTS**  
**Agreement Between**  
**CITY OF MILWAUKEE**  
**and**  
**ASSOCIATION OF SCIENTIFIC PERSONNEL**

<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
<b>ARTICLE 1.....</b>	<b>2</b>
DURATION OF AGREEMENT AND TIMETABLE.....	2
<b>ARTICLE 2.....</b>	<b>3</b>
RECOGNITION .....	3
<b>ARTICLE 3.....</b>	<b>4</b>
SUBORDINATE TO CHARTER.....	4
<b>ARTICLE 4.....</b>	<b>5</b>
ORDINANCE AND RESOLUTION REFERENCES .....	5
<b>ARTICLE 5.....</b>	<b>6</b>
MANAGEMENT RIGHTS .....	6
<b>ARTICLE 6.....</b>	<b>8</b>
GRIEVANCE AND ARBITRATION .....	8
<b>ARTICLE 7.....</b>	<b>11</b>
LIMITATIONS ON UNION ACTIVITY .....	11
<b>ARTICLE 8.....</b>	<b>12</b>
NOTICES .....	12
<b>ARTICLE 9.....</b>	<b>13</b>
NEGOTIATIONS .....	13
<b>ARTICLE 10.....</b>	<b>14</b>
DUES DEDUCTIONS/AGENCY SHOP .....	14
<b>ARTICLE 11.....</b>	<b>16</b>
PROHIBITION OF STRIKES AND LOCKOUTS.....	16
<b>ARTICLE 12.....</b>	<b>18</b>
BASE SALARY .....	18
<b>ARTICLE 13.....</b>	<b>21</b>
HOURS OF WORK.....	21
<b>ARTICLE 14.....</b>	<b>23</b>
OVERTIME, SHOW-UP PAY, ON-CALL PAY .....	23
<b>ARTICLE 15.....</b>	<b>27</b>
FLEXIBLE SCHEDULE .....	27

<b>ARTICLE 16.....</b>	<b>28</b>
SHIFT DIFFERENTIAL .....	28
<b>ARTICLE 17.....</b>	<b>30</b>
VACATIONS .....	30
<b>ARTICLE 18.....</b>	<b>33</b>
HOLIDAYS .....	33
<b>ARTICLE 19.....</b>	<b>35</b>
SICK LEAVE .....	35
<b>ARTICLE 20.....</b>	<b>40</b>
DUTY-INCURRED DISABILITY PAY .....	40
<b>ARTICLE 21.....</b>	<b>42</b>
OWED TIME.....	42
<b>ARTICLE 22.....</b>	<b>43</b>
LEAVE OF ABSENCE FOR MILITARY DUTY .....	43
<b>ARTICLE 23.....</b>	<b>47</b>
JURY DUTY LEAVE.....	47
<b>ARTICLE 24.....</b>	<b>49</b>
TERMINAL LEAVE.....	49
<b>ARTICLE 25.....</b>	<b>50</b>
FUNERAL LEAVE .....	50
<b>ARTICLE 26.....</b>	<b>52</b>
PENSION BENEFITS .....	52
<b>ARTICLE 27.....</b>	<b>53</b>
HEALTH INSURANCE.....	53
<b>ARTICLE 28.....</b>	<b>71</b>
LIFE INSURANCE .....	71
<b>ARTICLE 29.....</b>	<b>75</b>
TUITION REIMBURSEMENT .....	75
<b>ARTICLE 30.....</b>	<b>77</b>
EDUCATIONAL DAY .....	77
<b>ARTICLE 31.....</b>	<b>78</b>
MISCELLANEOUS .....	78
<b>ARTICLE 32.....</b>	<b>79</b>
AMERICANS WITH DISABILITIES ACT (ADA).....	79
<b>ARTICLE 33.....</b>	<b>80</b>
JOINT CITY-UNION EARLY INTERVENTION PROGRAM .....	80
<b>ARTICLE 34.....</b>	<b>81</b>
BUS DISCOUNT FARE PROGRAM .....	81

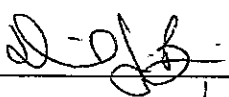
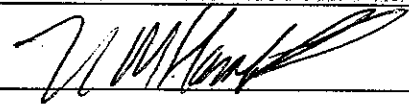
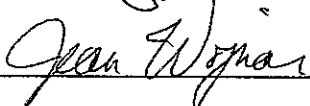
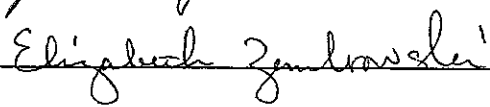
<b>ARTICLE 35</b> .....	<b>82</b>
LONG TERM DISABILITY PROGRAM.....	82
<b>ARTICLE 36</b> .....	<b>83</b>
PART-TIME EMPLOYEES .....	83
<b>ARTICLE 37</b> .....	<b>84</b>
AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT .....	84
<b>ARTICLE 38</b> .....	<b>85</b>
WAIVER OF NEGOTIATIONS .....	85
<b>ARTICLE 39</b> .....	<b>86</b>
SAVINGS CLAUSE.....	86
<b>ARTICLE 40</b> .....	<b>87</b>
ENTIRE AGREEMENT .....	87
<b>SIGNATURES</b> .....	<b>88</b>
<b>APPENDIX A</b> .....	<b>89</b>

MEMORANDUM OF UNDERSTANDING  
Between  
THE ASSOCIATION OF SCIENTIFIC PERSONNEL  
And  
THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

This Memorandum records the agreement reached on all items between the parties for the time period commencing January 1, 2007, and expiring December 31, 2009. The negotiating committee for the Association of Scientific Personnel (their signatures appear below) agree to recommend and support ratification and adoption of this Agreement to their principals.

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Dated: 11-13-09

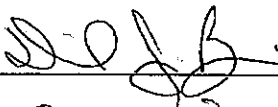
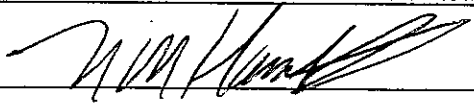
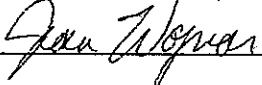
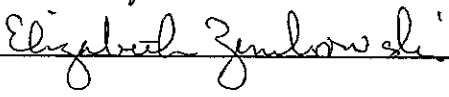
Representatives of the Association of Scientific Personnel	City of Milwaukee Negotiating Team
	
	
	

MEMORANDUM OF UNDERSTANDING  
Between  
THE ASSOCIATION OF SCIENTIFIC PERSONNEL  
And  
THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

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Dated: 11-13-09

Representatives of the Association of Scientific Personnel	City of Milwaukee Negotiating Team
	
	
	



Department of Employee Relations

**Tom Barrett**  
Mayor

**Maria Monteagudo**  
Director

**Michael Brady**  
Employee Benefits Director

**Troy M. Hamblin**  
Labor Negotiator

November 16, 2009

Mr. David Bina, President  
Association of Scientific Personnel  
841 North Broadway, Room #920  
City of Milwaukee

Re: Pay Step Advancement Letter Dated June 3, 2009

Dear Mr. Bina:

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

Sincerely,

Troy M. Hamblin  
Labor Negotiator

TMH:lk

WithdrawStepLetter SCIPERS\_ML\_11 13 2009.doc  
LABR/SCIPERS/2007-2009/07-09; 10-11 Implementation

Troy Hamblin  
Labor Negotiator  
City of Milwaukee

Troy,

The Association of Scientific Personnel has voted to ratify the revised City of Milwaukee proposal dated November 10, 2009 RE: the union contract for years 2007-09 and 2010-11.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Bina', with a stylized flourish at the end.

David Bina  
President of The Association of Scientific Personnel.

11-13-09

Troy Hamblin  
Labor Negotiator  
City of Milwaukee

Troy,

The Association of Scientific Personnel officially withdraws its grievance, #148-2009, regarding the furloughs imposed in July and September of 2009.

A handwritten signature in black ink, appearing to read "D. Bina", with a stylized flourish at the end.

David Bina  
President of the Association of Scientific Personnel.





Department of Employee Relations

**Tom Barrett**  
Mayor

**Maria Monteagudo**  
Director

**Michael Brady**  
Employee Benefits Director

**Troy M. Hamblin**  
Labor Negotiator

November 19, 2009

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

Dear Committee Members:      Re: Common Council File Number 070018

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- Analysis -

This report recommends approval of the necessary Salary Ordinance changes to implement the 2007-2009 and 2010-2011 Labor agreement between The Association of Scientific Personnel, and the City of Milwaukee.

---

This report concerns the implementation of the 2007-2009 and 2010-2011 labor agreement between The Association of Scientific Personnel and the City of Milwaukee with regard to rates of pay and special pay provisions.

**Base Salary, 2007-2009 Agreement**

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

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

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

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

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

**Base Salary, 2010-2011 Agreement**

Effective Pay Period 1, 2010, the agreement specifies no increase across the board wage increase

over Pay Period 26, 2009 wage rates.

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

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

Sincerely,



MARIA MONTEAGUDO  
Employee Relations Director

MM:fcw

Attachments: 2007- 2009 Salary Ordinance Changes

**2007 SALARY ORDINANCE CHANGES  
FOR THE ASSOCIATION OF SCIENTIFIC PERSONNEL**

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

Pay Range 635

Official Rate-Biweekly (2007)

1,371.57	1,401.19	1,434.48	1,469.50	1,506.36	1,572.89
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Pay Range 640

Official Rate-Biweekly (2007)

1,463.79	1,505.87	1,553.69	1,604.98	1,658.24
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Pay Range 642

Official Rate-Biweekly (2007)

1,715.75	1,778.34	1,845.78	1,916.71	1,980.88	2,080.58
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Pay Range 644

Official Rate-Biweekly (2007)

1,980.88	2,050.61	2,120.17	2,212.14	2,304.28	2,407.01
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Pay Range 646

Official Rate-Biweekly (2007)

2,212.14	2,304.28	2,407.01	2,486.43	2,568.48	2,653.23
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**2008 SALARY ORDINANCE CHANGES  
FOR THE ASSOCIATION OF SCIENTIFIC PERSONNEL**

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

Pay Range 635

Official Rate-Biweekly (2008)

1,385.29	1,415.20	1,448.82	1,484.20	1,521.42	1,588.62
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Pay Range 640

Official Rate-Biweekly (2008)

1,478.43	1,520.93	1,569.23	1,621.03	1,674.82
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Pay Range 642

Official Rate-Biweekly (2008)

1,732.91	1,796.12	1,864.24	1,935.88	2,000.69	2,101.39
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Pay Range 644

Official Rate-Biweekly (2008)

2,000.69	2,071.12	2,141.37	2,234.26	2,327.32	2,431.08
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Pay Range 646

Official Rate-Biweekly (2008)

2,234.26	2,327.32	2,431.08	2,511.29	2,594.16	2,679.76
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**2008 SALARY ORDINANCE CHANGES  
FOR THE ASSOCIATION OF SCIENTIFIC PERSONNEL**

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

Pay Range 635

Official Rate-Biweekly (2008)

1,399.14	1,429.35	1,463.31	1,499.04	1,536.63	1,604.51
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Pay Range 640

Official Rate-Biweekly (2008)

1,493.21	1,536.14	1,584.92	1,637.24	1,691.57	
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Pay Range 642

Official Rate-Biweekly (2008)

1,750.24	1,814.08	1,882.88	1,955.24	2,020.70	2,122.40
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Pay Range 644

Official Rate-Biweekly (2008)

2,020.70	2,091.83	2,162.78	2,256.60	2,350.59	2,455.39
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Pay Range 646

Official Rate-Biweekly (2008)

2,256.60	2,350.59	2,455.39	2,536.40	2,620.10	2,706.56
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**2009 SALARY ORDINANCE CHANGES  
FOR THE ASSOCIATION OF SCIENTIFIC PERSONNEL**

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

Pay Range 635

Official Rate-Biweekly (2009)

1,413.13	1,443.64	1,477.94	1,514.03	1,552.00	1,620.56
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Pay Range 640

Official Rate-Biweekly (2009)

1,508.14	1,551.50	1,600.77	1,653.61	1,708.49
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Pay Range 642

Official Rate-Biweekly (2009)

1,767.74	1,832.22	1,901.71	1,974.79	2,040.91	2,143.62
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Pay Range 644

Official Rate-Biweekly (2009)

2,040.91	2,112.75	2,184.41	2,279.17	2,374.10	2,479.94
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Pay Range 646

Official Rate-Biweekly (2009)

2,279.17	2,374.10	2,479.94	2,561.76	2,646.30	2,733.63
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**2009 SALARY ORDINANCE CHANGES  
FOR THE ASSOCIATION OF SCIENTIFIC PERSONNEL**

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

Pay Range 635

Official Rate-Biweekly (2009)

1,427.26	1,458.08	1,492.72	1,529.17	1,567.52	1,636.77
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Pay Range 640

Official Rate-Biweekly (2009)

1,523.22	1,567.02	1,616.78	1,670.15	1,725.57	
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Pay Range 642

Official Rate-Biweekly (2009)

1,785.42	1,850.54	1,920.73	1,994.54	2,061.32	2,165.06
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Pay Range 644

Official Rate-Biweekly (2009)

2,061.32	2,133.88	2,206.25	2,301.96	2,397.84	2,504.74
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Pay Range 646

Official Rate-Biweekly (2009)

2,301.96	2,397.84	2,504.74	2,587.38	2,672.76	2,760.97
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**F&P FILE NUMBER: 070018**

[illegible]





## Legislation Details (With Text)

**File #:** 070021 **Version:** 1

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

**File created:** 4/17/2007 **In control:** FINANCE & PERSONNEL COMMITTEE

**On agenda:** **Final action:**

**Effective date:**

**Title:** Substitute resolution to ratify and confirm the final agreements between the City of Milwaukee and Technicians, Engineers and Architects of Milwaukee.

**Sponsors:** THE CHAIR

**Indexes:** AGREEMENTS, LABOR CONTRACTS

**Attachments:** Dept. of Employee Relations Cover Letter.pdf, Cover letter from Dept of Employee Relations, Summary of Wage and Fringe benefits 2007-2009, Summary of Wage and Fringe benefits 2010-2011, Fiscal Note 2007 - 2009, Fiscal note 2010 - 2011, Letter from ERS Actuary re Cost analysis, Agreement 2007-2009, Agreement 2010-2011, Memorandum of Understandings, 11-9-09 Letter from labor negotiator to TEAM president, 10-26-09 Letters from TEAM president, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
4/17/2007	0	COMMON COUNCIL	ASSIGNED TO		
4/18/2007	0	FINANCE & PERSONNEL COMMITTEE	REFERRED TO		
11/16/2009	1	CITY CLERK	DRAFT SUBMITTED		
11/19/2009	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

**Number**

070021

**Version**

SUBSTITUTE 1

**Reference****Sponsor**

THE CHAIR

**Title**

Substitute resolution to ratify and confirm the final agreements between the City of Milwaukee and Technicians, Engineers and Architects of Milwaukee.

**Analysis**

The purpose of this resolution is to confer Common Council approval, ratification and confirmation on memoranda of understanding between the City of Milwaukee negotiating team and Technicians, Engineers and Architects of Milwaukee covering wages, hours and conditions of employment for the time periods commencing January 1, 2007, through December 31, 2009 and January 1, 2010, through December 31, 2011.

**Body**

Whereas, The total agreements between the city negotiating team and Technicians, Engineers and Architects of Milwaukee, for the time periods commencing January 1, 2007, through December 31, 2009 and January 1, 2010, through December 31, 2011 have been reduced to writing; and

Whereas, The memoranda of understanding embodying the agreements reached by the parties to such negotiations, copies of which are attached to Common Council File No. 070021 and incorporated herein as though fully set forth at length, were executed 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. 070021 and incorporated herein as though fully set forth at length; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the agreements between the city negotiating team and Technicians, Engineers and Architects of Milwaukee be approved; and, be it

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

Further Resolved, That the proper city officials are hereby authorized and directed to execute formal contracts between the City of Milwaukee and Technicians, Engineers and Architects of Milwaukee which reflect the terms of the agreements; and, be it

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

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

**Requestor**

Department of Employee Relations

**Drafter**

NMF:

070021 res

labr/TEAM/2007-2009/07-09,10-11 Implementation

11/13/09



Office of the Comptroller  
November 23, 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

Ref: Pay Admin

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

Dear Committee Members:

Re: Common Council File No. 070021

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

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Salaries -- Base pay	\$ 155,620	\$ 275,032	\$ 436,914
Salary Rollups -- Workers' Comp, Unemploy. Comp, Terminal Leave, Overtime, and Group Life	6,847	12,100	19,222
Pension & FICA	20,464	36,167	57,455
Health Ins. Contribution	---	---	(10,740)
Wellness Cost	---	---	37,485
Pension Changes and Sunset for Military	7,857	7,975	8,132
Auto Allowance	---	---	---
Health Plan Co-Pays	---	---	(10,038)
<b>Total Contract Costs:</b>	<b>\$ 190,788</b>	<b>\$ 331,274</b>	<b>\$ 538,430</b>

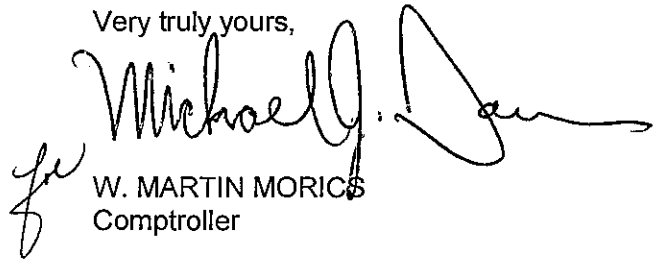
The total incremental costs as developed by my staff for the January 1, 2010 through December 31, 2011 agreement by category are:

	<u>Year 1</u>	<u>Year 2</u>
Salaries -- Base pay	\$ -	\$ -
Salary Rollups -- Workers' Comp, Unemploy. Comp, Terminal Leave, Overtime, and Group Life	-	-
Pension & FICA	-	-
Early Retirement	238,000	-
Pension Contributions	(12,831)	(25,662)
<b>Total Contract Costs:</b>	<b>\$ 225,169</b>	<b>\$ (25,662)</b>

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

The 2010-2011 agreement does not call for cost of living increases or no pay step advancements. These provisions do not increase or decrease salaries over 2009 rates. Further, Article 13, Pension Benefits, call for "Employees hired on or after 01/01/2010 shall be required to pay member contributions equal to 5.5%". Currently, this cost is entirely borne by the City. While it is unknown how many TEAM employees will be hired, it is unreasonable to assume that the City will not hire any employees in 2010 and 2011. Since 01/01/2007, the City hired 10 TEAM employees. Using a three year average for hires, the savings for the pension contributions are significant enough to report.

Very truly yours,

  
W. MARTIN MORICS  
Comptroller

WMM:JB  
UN71 TEAM 2007-2011

c: Labor Relations  
Deferred Comp  
ERS

March 16, 2007

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

Dear Mr. Owczarski:

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

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

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

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

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

Sincerely

Troy M. Hamblin  
Labor Negotiator

TMH:JAA:lk

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

November 16, 2009

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

Dear Committee Members:

Re: Common Council File #070021

Agreements on Memoranda of Understandings have been reached between the City Negotiating Team and Technicians, Engineers and Architects of Milwaukee. The Memoranda of Understandings cover wages, hours and conditions of employment for the periods commencing January 1, 2007 through December 31, 2009, and January 1, 2010 through December 31, 2011.

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

It is recommended that the attached resolution be approved.

Sincerely,

Troy M. Hamblin  
City Labor Negotiator

Attachments

NMF:lcs  
F&P\_TA-TEAM\_07-11\_10-26-09  
labr/TEAM/07-09, 10-11 Implementation



**Summary of Wage and Fringe Benefit Modifications in the Tentative Agreement  
Between the City of Milwaukee and  
Technicians, Engineers and Architects of Milwaukee  
Three-year Agreement  
CC# 070021**

1. Duration, Article 1: Three year: January 1, 2007 through December 31, 2009.
2. Base Salary, Article 9:
  - a. Effective Pay Period 1, 2007, a 2% across the board increase over Pay Period 26, 2006 wage rates.
  - b. Effective Pay Period 1, 2008, a 1% across the board increase over Pay Period 26, 2007 wage rates.
  - c. Effective Pay Period 14, 2008, a 1% across the board increase over Pay Period 13, 2008 wage rates.
  - d. Effective Pay Period 1, 2009, a 1% across the board increase over Pay Period 26, 2008 wage rates.
  - e. Effective Pay Period 14, 2009, a 1% across the board increase over Pay Period 13, 2009 wage rates.
  - f. Within 60 days following the execution date of the 2007-2009 Agreement, all employees who are capable of maintaining a financial relationship with a banking institution shall participate in direct deposit of pay checks.
3. Health Insurance, Article 14:
  - a. Basic Plan: Effective the first full calendar month following implementation of a Health Risk Assessment (HRA), including basic biometrics and a blood draw, but not sooner than December 1, 2009, increase the monthly employee contribution to \$85 single/\$170 family. The monthly employee contribution shall increase \$20 per month for each adult (maximum of two, not including dependent children) who does not participate fully in the HRA. For employees with single coverage and for employees and their spouse (if applicable) with family coverage who fully participate in the HRA and who do not smoke (as determined by the HRA), the monthly contribution shall be \$75 per month for single coverage and \$150 per month for family coverage.
  - b. HMO: Effective upon execution of the Agreement, eliminate requirement to offer an HMO. City may offer an exclusive provider organization with a South Eastern Wisconsin network and no coverage outside of network. Effective the first full calendar month following the execution of this

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

- c. Wellness and Prevention Program and Committee shall be established to promote wellness and prevention of illness among employees and their families. The City agrees that TEAM shall have one voting member on the committee. The City shall not spend more than two million dollars, annually, Citywide, including the cost of conducting the HRA, on the Wellness and Prevention Program.
- d. For a limited benefit employee in active service, or who retires, or receives a duty disability retirement allowance during the term of this Agreement effective the first full calendar month following implementation of the annual HRA but not sooner than December 1, 2009, in addition to the employee contribution specified in subsections C.1.a and b of this Agreement for active employees, such employees shall also contribute the amount toward meeting the subscriber cost in the Plan elected as specified in subsections E.1 through E.3 of this Agreement

#### 4. Pension Benefits, Article 13:

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

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

5. Miscellaneous Allowances, Article 16:

Delete the current Automobile Allowance language in Article 16 and Appendix D in its entirety and substitute the following:

- a. Effective the first full Pay Period in the next full month following the execution date of this Agreement, the City shall reimburse an employee in active service, who is required as a condition of employment to have a private automobile available for use on City business, a base amount of seventy-five dollars (\$75) per month or payment for each mile driven on official City business during that month at the IRS standard mileage rate per mile, whichever is greater. (On 01/01/09, the IRS standard mileage rate is \$0.55 cents per mile) Employees who as of the execution date of this Agreement are receiving a base rate greater than seventy-five dollars (\$75) per month shall be “grandfathered” to the greater base rate, as long as they hold their current position.
- b. In order to receive reimbursement, an eligible employee shall submit a record of mileage incurred on City business during the month and attest to the accuracy of such mileage on a form approved by the Comptroller. All private automobile reimbursement payments to employees exceeding 1,000 miles monthly shall be concurred by the Finance and Personnel Committee before payment is made.
- c. Effective the next month following the execution date of this Agreement, reimbursement forms shall be submitted on a monthly basis on or before the last workday of the following month. An employee who is required to have a private automobile available for use on City business shall have at least the minimum insurance coverage prescribed by state law and shall have declared the use of his/her automobile on city business to his insurance company to protect the City’s interests. It shall be the responsibility of the department head to see that the employee is adequately covered by such insurance before he/she approves the use of a private vehicle on City business and reimbursement for such use.

6. Sick Leave, Article 11:

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

7. Layoffs:

The City agrees that there will be no layoffs of TEAM employees from October 2, 2009 through December 31, 2009 with the exception of seasonal layoffs and loss of grant funding.

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

8. Furlough:

The Union agrees to withdraw any current 2009 grievances regarding the July 2, 2009 and/or September 8, 2009 furlough days with out precedent or prejudice, and the Union agrees it will not file a prohibited practice complaint or any other legal action regarding the 2009 furlough days.

9. City Letter:

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

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

NMF/LK  
LABR/TEAM/07-09, 10-11 Implementation

**Summary of Wage and Fringe Benefit Modifications in the Tentative Agreement  
Between the City of Milwaukee and  
Technicians, Engineers and Architects of Milwaukee  
Two-year Agreement  
CC# 070021**

1. Duration, Article 1: Two year: January 1, 2010 through December 31, 2011.
2. Base Salary, Article 9:
  - a. During the term of the Agreement, the biweekly base salary paid to employees shall be those rates which became effective Pay Period 14, 2009.
  - b. Effective Pay Period 1, 2010 through Pay Period 26, 2011 there shall be no pay step advancement.
    - This provision shall expire at the end of Pay Period 26, 2011.
  - c. Effective Pay Period 1, 2010 through Pay Period 26, 2011 advancement in section B 'M-Steps' shall be suspended.
    - This provision shall expire at the end of Pay Period 26, 2011.
3. Pension Benefits, Article 13:
  - a. Effective 1/1/2010 through 12/31/2011 employees who retire from active service on a normal service retirement or an early retirement during the term of the Agreement shall receive a 2% COLA increase after the first twelve months of retirement.
    - This provision shall expire 12/31/2011.
  - b. Employees who retire from active service between 1/1/2010 and 12/31/2010 on a normal service retirement or an early service retirement shall be eligible for a bonus year. That year may be, at the discretion of the employee, added to either age, for eligibility qualification, or years of service. The bonus year may be split into portions no smaller than full months and used for a combination of age and service not to exceed 12 months in total. If the bonus year is used as an additional year of service credit the total years of service cannot exceed 35, and will not be used to break the 70% cap. In order to be eligible for this benefit, employees must provide notice only of their intent to retire during 2010 to their Department head or designee by August 31, 2010.
    - This provision shall expire 12/31/2010.
  - c. Employee's hired on or after 1/1/2010 shall be required to pay member contributions equal to 5.5%.

4. Health Insurance, Article 14:

Employees who retire from active service on a normal service retirement and elect to use the bonus year to meet the minimum age requirements or years of creditable service for retiree health insurance shall be entitled to the benefits under subsections 14.B.5 and costs under subsection 14.C.3.(a) or (b).

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

5. Sick Leave, Article 11:

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

6. Layoffs:

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

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

7. Furloughs:

a. There shall be no more than four furlough days during calendar year 2010 and no more than four furlough days during calendar year 2011.

b. The policies set as set forth in the Department of Employee Relations Mandatory Furlough and Administrative Guidelines policy dated June 19, 2009 regarding benefits during furlough days shall apply in calendar years 2010 and 2011.

c. The agreement on furloughs shall not be used by either party in future grievances, prohibited practice complaints, or any other legal actions.

d. These provisions shall expire at the end of Pay Period 26, 2011.

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

## CITY OF MILWAUKEE FISCAL NOTE

A) Date: 11-16-09

File Number: 070021

Original Fiscal Note ☒ Substitute ☐

Subject: Resolution to ratify and confirm the final agreement between the City of Milwaukee and Technicians, Engineers and Architects of Milwaukee.

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

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

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

E) Purpose	Specify Type/Use	Account	Expenditure	Revenue	Savings
Salaries/Wages:			936,415		
Pensions:			143,249		
Health Ins:					20,778
Life Ins:			4,680		
Equip Repair:					
Other: Auto					
<b>Totals</b>			1,084,344		20,778

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 \$629,458 and savings of \$83,110 will recur on an annual basis ('07, '08 and '09 repeats).

H) Computations used in arriving at fiscal estimate:

Current staffing levels.

Please list any comments on reverse side and check here ☐

## CITY OF MILWAUKEE FISCAL NOTE

A) Date: 11-16-09

File Number: 070021

Original Fiscal Note ☒ Substitute ☐

Subject: Resolution to ratify and confirm the final agreement between the City of Milwaukee and Technicians, Engineers and Architects of Milwaukee.

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

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

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

E) Purpose	Specify Type/Use	Account	Expenditure	Revenue	Savings
Salaries/Wages:					
Pensions:			238,000		
Health Ins:					
Life Ins:					
Equip Repair:					
Other: Auto					
<b>Totals</b>			\$238,000		

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

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

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

Costs of \$238,000 will recur on an annual basis during the period of amortization of this cost. An estimated savings of \$50,000 recur during 2010 and 2011 due to the elimination of pay step advancement.

H) Computations used in arriving at fiscal estimate:

Current staffing and prior years' experience.

Please list any comments on reverse side and check here ☐



**AGREEMENT FOR 2007-2009**

**Between The**

**CITY OF MILWAUKEE**

**And**

**TECHNICIANS, ENGINEERS AND ARCHITECTS OF MILWAUKEE**

**Effective January 1, 2007**

City of Milwaukee Proposal to TEAM Oct 2, 2009

AGREEMENT  
Between  
CITY OF MILWAUKEE  
And  
TECHNICIANS, ENGINEERS AND ARCHITECTS OF MILWAUKEE  
Effective January 1, 2007

**PREAMBLE**

This agreement is made at Milwaukee, Wisconsin, pursuant to Section 111.70, Wisconsin Statutes, by the CITY OF MILWAUKEE, as municipal employer, referred to as the "City", and TECHNICIANS, ENGINEERS AND ARCHITECTS OF MILWAUKEE as representative of the persons listed in Article 2, who are employed by the City of Milwaukee, referred to as "Union" or as "TEAM".

The parties desire to reach an amicable and complete agreement with respect to the employer-employee relationship which exists between them and covering rates of pay, hours of work and conditions of employment.

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

**ARTICLE 1**

**DURATION**

This agreement shall remain in effect commencing at 12:01 a.m. on January 1, 2007, and terminating at 12:01 a.m. on January 1, 2010. Either party may reopen the contract by notice served upon the other not earlier than June 15, 2009, nor later than July 15, 2009, indicating areas in a succeeding contract in which the party requests changes.

**ARTICLE 2**

**RECOGNITION**

- A. The City recognizes the Union as the exclusive collective bargaining agent on the subjects of wages, hours and conditions of employment for employees who are in classifications covered by the appropriate bargaining unit certification of the Wisconsin Employment Relations Commission as of January 1, 2004.

The job titles of positions in TEAM are:

Engineering Technician IV, V and VI  
Plan Examiner II and III  
Architectural Designer I and II  
Civil Engineer I, II, III and IV  
Electrical Engineer I, II and III  
Mechanical Engineer I, II and III  
Traffic Control Engineer I, II and III  
Architect III  
House Services Supervisor  
Assessment Technician I and II  
Parking Operations Coordinator  
Parking Operations Assistant  
Facilities Construction Project Coordinator  
Methods and Standards Engineer

This provision describes the bargaining representative and the bargaining unit covered by this agreement and has no other purpose.

- B. If a consolidation occurs in any City department or between City departments or units thereof, whose employees in whole or in part are within TEAM, and the consolidation combines into a single bargaining unit positions which were formerly in other bargaining units, the City or the Union may request that the Wisconsin Employment Relations Commission conduct a new representation election.
- C. If new positions are created by the City which are not the result of department consolidation or merger and which would be embraced within the bargaining unit, the employees appointed to such positions shall be deemed to be members of the bargaining unit.

**ARTICLE 3**

**MANAGEMENT RIGHTS**

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

The Union specifically recognizes:

1. The exclusive right of the City to establish reasonable work rules. Any dispute as to reasonableness may be submitted to fact-finding under s111.70, Stats.
2. That the City has the right to schedule regular and overtime work as it deems most advantageous.
3. That the City reserves the right to discipline or discharge for cause. When it becomes necessary to institute disciplinary action, terminate, or discharge an employee who is a member of the bargaining unit, the City will give notice to the Union before taking action, except when in the judgment of the supervisor emergency action is necessary. In such cases, the Union will be notified as soon as practicable after the action has taken place. This provision has no application to a situation in which a warning letter is issued to an employee. The purpose of a warning letter is to notify the employee to correct deficiencies in conduct or job performance before discipline becomes necessary. Further, this provision is not to be construed as requiring a meeting with the Union except as provided in the grievance procedure of the contract. Notice for non-emergency disciplinary situations shall be given, if during business hours, by the most expeditious means, to the Union. Thereafter the notice is to be confirmed in writing within forty-eight (48) hours and if not during normal business hours, notice shall be given or confirmed on the next business day.
4. The City reserves the right to lay off for lack of work or funds, or the occurrence

City of Milwaukee Proposal to TEAM Oct 2, 2009

of conditions beyond its control or where continuation of work would be wasteful.

5. That the City has rights and obligations in contracting for matters relating to municipal operations and the City may contract or subcontract any part of its work without violation of its obligations to the Union or its members. The right of contracting or subcontracting is vested in the City. Except in cases which it deems to be an emergency, the City will give reasonable and timely notice of and discuss with the Union any proposed contracting or subcontracting. The right to contract or subcontract shall not be used to undermine the Union or to discriminate against its members. The City will not lay off employees who have completed probation and have regular civil service status because of the exercise of its contracting or subcontracting rights except in the event of an emergency, strike or work stoppage. It shall not be considered a layoff if employees are transferred or given other duties at the same pay.
6. The City will give the Union reasonable and timely notice in cases in which TEAM personnel are affected in the merger or separation of City departments 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.
8. Warning notices, management-employee conferences concerning performance, attendance or punctuality, sick leave control letters; any discipline of less than one (1) day suspension or termination of employees serving an initial probationary period; or determination of injury pay benefits shall not be subject to the grievance or arbitration procedure.

## **ARTICLE 4**

### **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 recognizes the right of the City 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 shall conduct Union business on City time except as specified in this agreement. No Union meeting shall be held on City time.

#### B. Bulletin Boards

The City will furnish for the Union one bulletin board at each of the agreed locations. The board shall be used only for notices of Union recreational and social affairs, meetings, elections, and reports of committees. Notices shall not contain anything political, controversial, or reflecting upon the City, its employees, or labor organization. Any Union-authorized violation of this section shall entitle the City to cancel this section and remove the bulletin boards.

#### C. Pay for Union Negotiators

##### 1. Union Negotiations

The Union shall submit the names of its negotiators to the City Labor Negotiator sufficiently in advance of regularly scheduled meetings to permit notification of the appropriate City departments. TEAM's bargaining representatives shall be paid regular base salary for time spent in negotiations during regular working hours, plus reasonable travel time from site of employment to site of meeting. Negotiations shall not be unnecessarily protracted and shall be carried on during non-working hours when possible.

##### 2. WERC Hearings

a. The Union shall advise the City of the names of the members of its

City of Milwaukee Proposal to TEAM Oct 2, 2009

Executive Board. Such members, in aggregate, shall be entitled to 40 hours paid time off during the term of this Agreement, subject to the terms and conditions provided in subsections b. through e., inclusive, of this section, below.

- b. Such paid time off shall be limited to time spent during such members' regularly scheduled hours of work in hearings related to unit clarifications, declaratory rulings or prohibited practices conducted by the Wisconsin Employment Relations Commission or any member or members thereof or any member of its staff or individual designated by the Commission so long as such hearings directly affect any position currently covered by the Union.
- c. Except for hearings that are scheduled by the WERC with less than 10 calendar days' advance notice, the Union shall provide the City Labor Negotiator with seven calendar days' written notice of the members to be released for such hearings or meetings. For hearings scheduled by the WERC with less than 10 calendar days' advance notice, the Union shall provide at least 48 hours' advance notice.
- d. Employees on overtime assignment shall not be entitled to paid time off under the provisions of this Article.
- e. Reimbursement  
Each month the Union shall reimburse the City an amount equivalent to the base salary paid members during such month under the provisions of Article 4.C.2..

D. Check Off of Union Dues

For each non-probationary employee in TEAM, City will honor a statutorily acceptable dues check off request during the term of this agreement or any extension thereof. The City will pay amounts deducted from the employee's earnings to the treasurer of the Union within ten days after the pay day on which the deduction was made, together with



City of Milwaukee Proposal to TEAM Oct 2, 2009

a list of employees from whose pay the deduction was made.

E. Fair Share Deductions

For each non-probationary employee in TEAM who has not submitted a dues check off request, the City, during the term of this agreement or any extension thereof, will deduct from the pay of such employee and remit to the Union as above an amount which the Union certifies is the pro rata cost to the Union of negotiating and administering the labor agreement. Such sum shall not exceed dues the employee would be required to pay had the employee executed a check off request.

Changes in dues or fair share amounts to be deducted shall be certified by the Union at least four weeks before the start of the pay period the changed deduction is to be effective.

The dues or fair share deductions will be paid to the Union which represents the employee the majority of his 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.

**ARTICLE 5**

**PROHIBITION OF STRIKES AND LOCKOUTS**

Neither the Union nor any member thereof shall cause nor counsel any of its members to strike nor shall it cause them either directly or indirectly to commit any concerted work stoppage, slowdown or refusal to perform assigned duties. Any employee who commits any of the acts prohibited in this section is subject to discharge, or other disciplinary action, including loss of compensation, vacation benefits and holiday pay as determined by the City.

If a wildcat strike occurs, the Union agrees to take all reasonable action to secure the members' return to work as promptly as possible, including issuing a written order to that effect upon request of the City Labor Negotiator. 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 the strike.

The City shall not lock out employees. The inability to work because equipment or facilities are not available due to a strike, work stoppage or slowdown by any other employees inability to work shall not be deemed a lockout.

**ARTICLE 6**

**GRIEVANCE PROCEDURE**

A. Only matters involving the interpretation, application or enforcement of this agreement shall constitute a grievance under this Article.

Step #1. An employee having a grievance shall, either alone or accompanied  
(Oral/ by a Union representative, first orally present the grievance to the  
Management immediate management supervisor within fifteen days  
Supervisor) after the employee knew or should have known of the occurrence.

Step #2. If the grievance is not settled at the first step, within ten  
(Written/ days after the grievance is orally presented, it shall be reduced to  
Division Head) writing and presented to the Division Head or designee. The written  
grievance shall be presented within ten days after the completion of Step  
One. Within ten days of receipt of the written grievance, the Division  
Head or designee shall furnish the employee and the Union president with  
a written answer to the grievance.

Step #3. If the grievance is not settled at the second step, the Union  
(Department may appeal in writing within ten days to the Department Head or  
Head) designee, who may confer with the employee and the Union before  
making a decision. Such decision shall be submitted in writing to the  
employee and the Union within ten days after receipt of the appeal.  
When a hearing is held at the third step of the grievance procedure, an  
employee who has filed a grievance and the Union representative or  
member whose presence is required for giving testimony shall be given  
direct notification one day before such a meeting is held. The Union may  
waive this requirement.

If the grievance is not settled at the third step, then the Union may  
proceed to the next step as provided.

City of Milwaukee Proposal to TEAM Oct 2, 2009

- Step #4. If the answer of the Department Head or designee regards a matter which can be submitted to final and binding arbitration and is unsatisfactory to the Union, the Union may advance to arbitration a third step decision, under the criteria it shall be reviewed at a meeting between the Labor Negotiator or designee, and the president of the Union or designee, held periodically for that purpose. The parties are empowered to settle the grievance and no further step in the arbitration process shall occur until such meeting has been held or the parties have waived such meeting in writing.
- (Labor Negotiator)
- B. Each written grievance shall set forth on the form prescribed (1) the specific rule or provision of the agreement claimed to have been violated; (2) the time, place and circumstances and (3) a specific requested remedy.
- C. Except as otherwise stated herein, no claim of violation of the Management Rights clause shall be regarded as a grievance.
- D. "Days" as used in this article means working days.
- E. Any grievance which the Union does not elect to advance within the prescribed period shall be deemed settled on the basis of the last answer which the City gave in the last completed step of the 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.

**ARTICLE 7**

**ARBITRATION**

- A. No issue may be the subject of arbitration unless arbitration is requested in writing within the later of 120 working days following the occurrence which gives rise to the issue or 10 working days after completion of the last step of any grievance procedure commenced within the 120 days.

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. The 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.

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 City shall strike first.

If either party desires 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. If they cannot agree, the third arbitrator shall be selected by the parties in the same manner as a single arbitrator.

The term "arbitrator" refers either to a single arbitrator or a panel of arbitrators. The following subjects are not subject to arbitration:

1. Provisions of the agreement which affect the obligations of the City under Wisconsin Statutes or make the performance of such obligations more difficult.
2. Disputes regarding classifications of positions, promotions of employees

City of Milwaukee Proposal to TEAM Oct 2, 2009

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

3. Any pension matter.
4. Sick Leave Control Letters.
5. Determinations of Injury Pay Benefits.
6. Any discipline or discharge of employees serving an initial probationary period.

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 wages, hours and conditions of employment.

No issue shall be subject to arbitration unless it results from an occurrence which takes place following the execution of this agreement and no arbitration determination shall cover any period of time prior to the date of execution of this agreement.

- B. 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 their discipline or discharge case heard by the City Service Commission under the provisions of Section 63.43 or alternate procedures covered by Section 63.44 of the Wisconsin Statutes, the employee will be said to have waived their right to arbitration.
- C. The arbitrator shall hold a hearing at a time and place convenient to the parties within ten working days of the notification of his selection, unless otherwise agreed upon by the parties. The arbitrator shall take such evidence as in his judgment is appropriate. Statements of position may be made by the parties and witnesses may be called. The arbitrator shall have authority to determine whether the dispute is arbitrable under 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.

The provisions of SS788.06 and 788.07 of the Wisconsin Statutes shall apply to the receiving of evidence. The arbitration award shall be reduced to writing, subject to

City of Milwaukee Proposal to TEAM Oct 2, 2009

SS788.08 through 788.15 of the Wisconsin Statutes. All other sections and provisions of Chapter 788 are hereby expressly negated in any arbitration under this agreement.

- D. The arbitrator shall not modify the language of this agreement in determining any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or decreases.
- E. The arbitrator shall be confined to the issue submitted for arbitration and shall not express opinions which are not appropriate in determining the question submitted unless requested to do so by both parties.
- F. 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.
- G. The provisions of this article shall not apply to proceedings initiated under S111.70(4)(cm)6 (the "Mediation - Arbitration" provisions) of the Wisconsin Statutes.

## **ARTICLE 8**

### **HOURS OF WORK**

This Article defines the normal hours of work per day and per week in effect at the time of execution of this Agreement. The City may restructure the normal workday or work week as it deems will best serve its needs and may establish and change the work schedules.

This Agreement does not guarantee or limit the number of hours to be worked.

The City may if it deems necessary reduce the normal hours of work. Salary schedules and all employee benefits expressed in days shall be adjusted proportionately for the period such reduction remains in effect.

#### **A. Work Day and Work Week**

The "normal work day" is eight hours running from the time established by general rule or individual assignment by departmental managers and excluding an unpaid lunch break. The "work week" is five workdays during each calendar week.

#### **B. When Employee Sent Home**

Any full time employee who reports for work and is sent home by the City due to lack of work, inclement weather or for any other reason, shall be paid for all work time, but not less than two hours pay at the regular rate.

#### **C. Owed Time**

An employee who is officially excused before the end of his or her normal shift because of inclement weather or civil disturbance which makes the work hazardous or unproductive shall be paid for such excused time and shall be said to owe the time to the City.

Such "Owed time" constitutes a debt of the employee to the City. If the employee fails without reasonable excuse to discharge the debt by performing overtime assignments offered by the City, the debt shall be deducted from the employee's pay for the period in which the overtime was offered. Any remainder of unpaid "owed time" shall be deducted from pay due to an employee



City of Milwaukee Proposal to TEAM Oct 2, 2009

at the time of termination or when the employee transfers to a new City unit.

When an employee makes up "owed time" the rate of pay shall be at the appropriate overtime rate.

**ARTICLE 9**

**SALARY PROVISIONS**

A. Base Salary

1. The biweekly salaries paid to the employees covered by this Agreement shall be as set forth in Appendix A, which is attached to and incorporated by reference in this Agreement. The rates in Appendix A effective Pay Period 1, 2007 shall reflect a 2% across the board increase over Pay Period 26, 2006 wage rates.
2. The biweekly salaries paid to the employees covered by this Agreement shall be as set forth in Appendix B, which is attached to and incorporated by reference in this Agreement. The rates in Appendix B effective Pay Period 1, 2008 shall reflect a 1% across the board increase over Pay Period 26, 2007 wage rates and the rates effective Pay Period 14, 2008 shall reflect a 1% across the board increase over Pay Period 13, 2008 wage rates.
3. The biweekly salaries paid to the employees covered by this Agreement shall be as set forth in Appendix C, which is attached to and incorporated by reference in this Agreement. The rates in Appendix C effective Pay Period 1, 2009 shall reflect a 1% across the board increase over Pay Period 26, 2008 wage rates and the rates effective Pay Period 14, 2009 shall reflect a 1% across the board increase over Pay Period 13, 2009 wage rates.
4. Unless otherwise specified, employees shall move from the minimum step in the pay range to the maximum step in annual increments. The administration of the pay plan shall be in accordance with the salary ordinance.
5. Where necessary to aid recruitment, the City may make reallocations or change recruitment rates. The City shall inform the union prior to implementing such changes.
6. The City reserves the right to request the City Service Commission to make classification changes but said changes shall not operate to reduce the salary of current incumbents. These changes shall not be subject to arbitration under any established grievance procedure.

City of Milwaukee Proposal to TEAM Oct 2, 2009

7. Retroactive wage payments. The parties elect not to be bound by the required frequency of wage payment provision of 109.03, Wisconsin State Statutes, in respect to retroactive wages payable under the terms of this Agreement.  
Retroactive wage payments under the terms of this Agreement shall be paid no later than 60 days from the execution date of this City/Union labor agreement.  
For purposes of this provision, the execution of this Agreement shall be defined as the date the resolution approving this Agreement has been approved by the Mayor.
  8. Within 60 days following the execution date of the 2007-2009 Agreement, all employees who are capable of maintaining a financial relationship with a banking institution shall participate in direct deposit of pay checks.
- B. Technical "M" Ranges
1. Pay Range 620
    - a. Employees holding a Wisconsin license as a Professional Engineer, Registered Land Surveyor, or Registered Designer, shall advance annually through the "M" steps in lieu of the college credit requirements stated below.
    - b. Engineering Technicians IV who complete at least one year of service in the fifth step of Pay Range 620 shall advance annually in Pay Range 620 "M" steps on their anniversary date, provided they meet the following criteria:

<u>"M" Step</u>	<u>Criteria Needed</u>
M-1 (sixth step)	30 credits or 8 yrs. of service and 15 credits.
M-2 (seventh step)	45 credits or 10 yrs. of service and 25 credits.
M-3 (eight step)	60 credits or

City of Milwaukee Proposal to TEAM Oct 2, 2009

12 yrs. of service and 40 credits.

2. Pay Range 622

- a. Employees holding a Wisconsin license as a Professional Engineer, Registered Land Surveyor, or Registered Designer, shall advance annually through the "M" steps in lieu of college credit requirements stated below.
- b. Engineering Technicians V who complete at least one year of service in the fifth step of Pay Range 622 shall advance annually in Pay Range 622 "M" steps on their anniversary date, provided they meet the following criteria:

<u>"M" Step</u>	<u>Criteria Needed</u>
M-1 (sixth step)	60 credits or 14 yrs. of service and 40 credits
M-2 (seventh step)	75 credits or 16 yrs. of service and 55 credits.

3. In determining whether an employee is eligible for an "M" step as specified in 9.B.1.b. and 9.B.2.b., the City shall use the criteria option of credits only or a combination of credits and years of service that is most beneficial to the Engineering Technician IV or V.
4. Years of Service as stated herein means years of service with the City.
5. Credits allowed to meet the criteria for M-step advancement will be as follows:
  - a. Engineering-related:  
Credits obtained in the engineering curriculum of any college or university accredited by the North Central Association of Colleges and Secondary Schools or credits obtained in college-level engineering technology courses in two-year associate degree programs at technical colleges, junior colleges and institutes.
  - b. Non-Engineering Related:  
Credits obtained from any college, university or institute accredited by the North

City of Milwaukee Proposal to TEAM Oct 2, 2009

Central Association of Colleges and Secondary Schools.

- c. Of the total credits needed as specified in B.1.b. and B.2.b. above, the following minimum number of credits (cr) must be in engineering - related (E) courses as specified below. In addition, the following minimum number of credits (cr) must be in either job related (J) or additional engineering-related courses, as specified below. The remainder of the total credits may be in other (O) college credit courses or additional engineering-related (E) or additional job-related (J) courses.

(1) Pay Range 620

	<u>CREDITS ONLY</u>	<u>CREDITS &amp; EXPERIENCE</u>
M-1 (sixth step)	21 cr. - E 3 cr. - J or E <u>6 cr. - O, J or E</u> 30 cr. - Total	9 cr. - E 2 cr. - J or E <u>4 cr. - O, J or E</u> 15 cr. - Total
M-2 (seventh step)	28 cr. - E 6 cr. - J or E <u>11 cr. - O, J or E</u> 45 cr. - Total	15 cr. - E 4 cr. - J or E <u>6 cr. - O, J or E</u> 25 cr. - Total
M-3 (eight step)	36 cr. - E 9 cr. - J or E <u>15 cr. - O, J or E</u> 60 cr. - Total	24 cr. - E 6 cr. - J or E <u>10 cr. - O, J or E</u> 40 cr. - Total

(2) Pay Range 622

	<u>CREDITS ONLY</u>	<u>CREDITS &amp; EXPERIENCE</u>
M-1 (six step)	36 cr. - E 9 cr. - J or E <u>15 cr. - O, J or E</u> 60 cr. - Total	24 cr. - E 6 cr. - J or E <u>10 cr. - O, J or E</u> 40 cr. - Total

City of Milwaukee Proposal to TEAM Oct 2, 2009

M-2 (seventh step)	45 cr. - E	33 cr. - E
	12 cr. - J or E	8 cr. - J or E
	<u>18 cr. - O, J or E</u>	<u>14 cr. - O, J or E</u>
	75 cr. - Total	55 cr. - Total

- (3) A Joint Union/Management Committee consisting of an equal number of Union and Management members and a Department of Employee Relations (DER) designated M-step administrator shall be established. When a question of eligibility occurs relating to a specific course in areas of Communication, Computer Science, Business Law, Law/Real Estate, and/or Statistics - Statistical Process Control (SPC), such Committee shall meet to determine the eligibility of such course.

C. Shift and Weekend Differential Pay

1. To be eligible for shift or weekend differential on his/her regular workday, an employee shall be required to work at least four hours of such regular workday on the second or third shift or a weekend. When the employee meets this requirement, the differential shall be paid for all hours worked on that regular workday.
2. Shift differential shall be paid for authorized work performed on the employee's regular workday that occurs on a shift eligible for shift differential as follows:  

2nd shift	3:00 p.m. - 11:00 p.m.
3rd shift	11:00 p.m. - 7:00 a.m.
3. Weekend Differential shall be paid for authorized work performed on the employee's regular workday that falls on a Saturday or Sunday.
4. Shift and Weekend Differentials are as follows:  

2nd shift	\$0.40 per hour
3rd shift	\$0.45 per hour
Saturdays	\$0.50 per hour
Sundays and Holidays	\$0.60 per hour
5. An employee performing work compensated under the OVERTIME Article of

City of Milwaukee Proposal to TEAM Oct 2, 2009

this Agreement shall not receive shift or weekend differential pay for the same hours regardless of the period worked.

6. Shift and weekend differential will be paid only for work performed by an employee during his/her regular assignments and for hours of paid vacation, personal days, holidays, sick leave, paid holidays or funeral leave, when the employee's regular assignment at the time of such paid time off qualifies him/her for shift or weekend differential.

D. Overtime

1. Overtime is assigned work performed in addition to the 8-hour shift or in excess of the hours defined in the HOURS OF WORK provision of this Agreement or for work performed on holidays, which is compensated in extra time off or in extra pay, except that hours worked in excess of the 8-hour shift or in excess of the hours defined in the Hours of Work provision that are worked to make up time lost within the week (or pay period for FLSA exempt employees) as mutually agreed to by the employee and City shall not be considered overtime.
2. Overtime shall be compensated at the rate of one and one-half (1.5) times the overtime hours actually worked in either compensatory time off or cash at the discretion of the City.
3. The accumulated credit for each employee shall not exceed 120 hours worked, which is equivalent on a time and one-half basis to 180 hours taken off.
4. Special Overtime Compensation
  - a. On any continuous time worked in excess of 12 hours, 25 cents shall be added to the base pay and the employee compensated at the rate of one and one-half hours in cash.
  - b. For non-scheduled overtime hours which the employee is required to work on Sundays and on holidays designated in the Agreement, the employee shall be compensated at the rate of one and three-quarters times his/her regular rate in cash. Hours of work affected by this paragraph shall be

City of Milwaukee Proposal to TEAM Oct 2, 2009

hours of work which fall within the calendar day of the Sunday or  
Holiday.

5. Application of this Article shall not allow pyramiding of overtime.
6. Any full-time employee who reports for overtime work and who is sent home due to lack of work, inclement weather or a decision by the City not to continue work for any reason, shall be paid for hours worked, but not less than two hours' pay at his or her overtime rate.
7. Payments made under this Article shall not be included in the determination of pension benefits or other fringe benefits.

E. Call-In-Pay

Any employee who reports to work for an emergency overtime assignment lasting less than three hours is entitled to three hours reporting pay at a rate of one and one-half times the regular rate of pay, which the City shall pay in cash or in compensatory time off.



**ARTICLE 10**

**PAY FOR TIME NOT WORKED**

A. Vacation

1. An employee shall earn vacation time in the following manner from his/her last anniversary date:
  - a. One day per month, with a maximum of 10 days per calendar year for employees with less than 5 years' creditable service;
  - b. One and one-half days per month with a maximum of 15 days per calendar year for employees with at least 5 but less than 10 years of creditable service;
  - c. Two (2) days per month with a maximum of 20 days per calendar year for employees with at least 10 but less than 15 years of creditable service;
  - d. Two and one-half (2.5) days per month with a maximum of 25 days per calendar year for employees with at least 15, 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.
2. Annual vacation time taken, except for separation from service as provided in subsection 6, shall be limited to the maximums noted above.
3. Vacations shall be taken on a fiscal year basis rather than a calendar year basis. For purposes of this Article, fiscal year shall be defined as Pay Periods 1-26 or 1-27, whichever is appropriate.
4. 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.
5. Eligibility for a vacation shall begin after the completion of twelve (12) months

City of Milwaukee Proposal to TEAM Oct 2, 2009

of actual service following appointment, but accumulations shall be retroactive to the time of appointment. An employee whose service is expected to continue so as to complete a year's actual service may, after six (6) months of service, be allowed vacation within the year of appointment if the convenience of the service would be promoted. If the employee leaves the service of the City before the completion of the initial 12-month period, that vacation shall be deemed unearned, and payments made during the vacation period shall be deducted upon termination of employment. Employees who are not expected by the department head to work 12 consecutive months shall be eligible for vacation only after completing twelve (12) months of service.

6. 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.
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 days or more duration.
8. Except as set forth below, a vacation not taken in the year following the employee's anniversary date of the year when it is earned is forfeited. An employee will be allowed to carry over into an ensuing fiscal year up to one week (five days) of accrued vacation. Carried-over vacation entitlement shall be utilized within the ensuing fiscal year, at a time consistent with the requirements of department operations, taking into consideration the rights of employees who

City of Milwaukee Proposal to TEAM Oct 2, 2009

have scheduled vacations for the current year.

B. Personal Days

1. Employees on the payroll or on leave of absence, or who were working toward year-around employment as of January 1, 1963, shall be entitled to five workdays off annually. Such off days shall be earned at the rate of one-half day for each month worked, the total time not to exceed five workdays.
2. Employees on the payroll, on leave of absence, or who were working toward year-around employment as of January 1, 1964, shall be entitled to four workdays off annually. These days off shall not apply to the employees in 1. above. Such off days shall be earned at the rate of .4 days for each month worked, the total time not to exceed four days.
3. Employees on the payroll, on leave of absence, or who were working toward year-around employment as of January 1, 1969 and thereafter shall be entitled to two workdays off annually. These days off shall not apply to the employees in 1. and 2. above. Such off days shall be earned at the rate of .2 days for each month worked, the total time not to exceed two days.
4. Personal days may be scheduled and used the same as vacation days with the approval of the department head.

C. Holidays

1. The holidays for which an employee receives pay at regular rate without working are:

New Year's Day (January 1)  
Good Friday  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (First Monday in September)  
Thanksgiving Day (The fourth Thursday in November or the day approved by the Governor of Wisconsin as the day of public thanksgiving in each year)  
The day after Thanksgiving  
Christmas Eve  
Christmas Day (December 25)  
New Year's Eve  
The third Monday of January to commemorate Dr. Martin Luther King's birthday.

City of Milwaukee Proposal to TEAM Oct 2, 2009

2. If any holiday enumerated in subsection 1. falls on Saturday or Sunday, the City shall move the holiday to the preceding or subsequent work day normally scheduled and that day shall constitute the holiday.
3. The City retains the right to schedule and to require an employee to work on a holiday. An employee required to work on a holiday shall receive in addition to holiday pay as such, time and one-half the regular pay either in cash or compensatory time off for each hour worked.
4. 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 11**

**SICK LEAVE AND DISABILITY**

A. Sick Leave

1. "Sick leave" means all necessary absence from duty because of illness, bodily injury or exposure to contagious disease. Sick leave benefits are limited to the period of time the employee would have worked in accordance with the HOURS OF WORK provision of this Agreement.
2.
  - a. Eligibility for sick leave begins after six months 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 one unit of city government by certification of transfer and accepts service in a position in another, obligations for any accumulated sick leave allowance shall be assumed by the new unit. Separation from service by resignation or for cause shall cancel all unused accumulated sick leave allowances. 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 the employee is rehired by any city department within three years.
3. Permanent full-time employees shall earn sick leave with pay at the rate of one and one-quarter working days for each month of active service or 4.6 working hours for each two weeks of active service. Employees who work an average of twenty hours per week on a year-round basis in positions which are budgeted at half-time or more, shall earn sick leave at the rate of .625 working days for each month of service or 2.3 working hours for each two weeks of service.
4. Sick leave allowance which accumulates up to 120 working days shall be credited to employees' "normal sick leave accounts" from which sick leave shall be granted with full pay.

City of Milwaukee Proposal to TEAM Oct 2, 2009

5. Doctors certificate. Sick and disability leave with pay may be permitted for up to three consecutive days without requiring the employee to submit a doctor's certificate provided that the department head has other satisfactory evidence of bona fide illness or pregnancy related disability. When leave extends beyond three consecutive days adequate medical substantiation from a private physician or from a dentist certifying the nature and seriousness of the sickness or pregnancy-related disability, or the certificate of an authorized and recognized Christian Science practitioner certifying that the employee is under Christian Science treatment, shall be furnished to the department head. The City may require employees to provide adequate medical substantiation for each absence, regardless of duration if it appears that the employee is misusing sick leave. The City shall not be responsible for the payment of any fee charged if the absence is shown to be a misuse of sick leave. When acceptable medical substantiation is required, the City may deny sick leave benefits for the absence requiring substantiation until the requirement is complied with.

B. Duty-Incurred Disability Pay

1. An employee with regular Civil Service status who sustains an injury covered by the Wisconsin Worker's Compensation Act may receive 70% of base salary as "injury pay" in lieu of worker's compensation for the period of disability caused by the injury, not to exceed 250 working days.
2. "Injury Pay" shall not be paid for more than 250 working days regardless of the number of compensable injuries sustained.
3. The City may deduct 30% of an employee's base salary for the period injury pay is received. This deduction shall not reduce the employees' pension benefits.
4. After "injury pay" benefits have been exhausted, an employee shall have the option of accepting sick leave benefits or Worker's Compensation temporary disability benefits. This option, which shall be exercised in writing, may be terminated without prejudice to temporary disability benefits under the Worker's

City of Milwaukee Proposal to TEAM Oct 2, 2009

Compensation Act. 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.

5. If the Internal Revenue Service determines that injury pay is taxable, beginning with the effective date of this determination, the City will no longer require the 30% deduction provided for in Section 3.

C. Reimbursement After Recovery From the Third Party

If the employee who has been paid sick leave or duty-incurred disability leave benefits recovers from a third party, the City shall have the right to recoup from the employee payments the City has made in accordance with the formula contained in S102.29 of the Wisconsin Statutes, subject to a pro rata reduction for the employee's cost of effecting such third party recovery. Upon recovery of such net sums, it shall restore to the account of the employee, pro rata, the days which were charged as sick leave or duty-incurred disability.

D. Sick Leave Control Program

1. The Sick Leave Control Incentive Program shall be in effect beginning Trimester 1, 2007 and ending Pay Period 26, 2009 except that any day earned in Trimester 3, 2009, may be used in 2010. Nothing herein shall be construed as requiring the City to continue the program for time periods after Pay Period 26, 2009.
2. The trimester periods 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, if applicable.
3. An employee shall be eligible for a sick leave control incentive benefit only if:
  - (a) During the full term of the trimester, the employee did not use any sick leave, did not receive injury pay, was not on an unpaid leave of absence, was not suspended from duty for disciplinary reasons and did not take unpaid time off the payroll; and
  - (b) During the full term of the trimester, the employee was in active service;

City of Milwaukee Proposal to TEAM Oct 2, 2009

and

- (c) 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.
4. In each of the trimester periods set forth in subsections D.1. and D.2., above, that an employee is eligible for a sick leave control incentive benefit, he/she shall elect either a special incentive leave or special sick leave incentive payment:
- (a) If an employee elects a special sick leave incentive payment, he/she 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.
  - (b) If an employee elects a special incentive leave, he/she shall earn one day off with pay. This earned day off with pay must be taken off in full-day (eight-hour) increments and used by the employee in the remainder of the fiscal year. No deduction will be taken from the employee's sick leave account for each such off day taken. An off day earned in the last trimester may be used any time in the following fiscal year, at a time consistent with the requirements of department operations, taking into consideration the rights of employees who have scheduled time off for the current year. The earned day off shall be scheduled in accordance with departmental operations. For purposes of this paragraph, fiscal year shall be defined as Pay Periods 1-26 or 27, whichever is appropriate.



**ARTICLE 12**

**LEAVES OF ABSENCE**

A. Military Leave

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 section 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.

City of Milwaukee Proposal to TEAM Oct 2, 2009

- 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 section 1.b., above. 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 section 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. Rights to all re-employment benefits shall be governed by the provisions of the Vietnam Era Veterans' Re-employment Rights Act, 38 U.S.C. Sec. 2021 et seq.. No lesser benefits and no greater benefits are hereby intended to be created.
- 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.

City of Milwaukee Proposal to TEAM Oct 2, 2009

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.

B. Jury Duty Leave

1. Employees shall be granted time off with pay for reporting for jury duty or for jury service upon presentation of satisfactory evidence relating to this duty or 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 and to make no subsequent claim for it whatsoever. This deduction shall be administered so as not to reduce pension benefits. If the employee is excused from jury duty for all or part of a day, he shall, if his city work is available to him, report for the performance of his city duties for the remainder of said 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 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.

C. Terminal Leave

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.

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.

Terminal Leave Compensation benefits shall be made as soon as is administratively possible after the employee's effective date of retirement.

An employee shall receive Terminal Leave Compensation only once during his/her lifetime.

D. 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 one 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,

City of Milwaukee Proposal to TEAM Oct 2, 2009

regardless of the number of his/her step-parents. Effective December 5, 2004, the definition of “immediate family” shall include spouse’s sibling’s spouse in definition of brother-in-law and sister-in-law. Effective December 5, 2004, for purposes of the Funeral Leave Article only, the definition of “immediate family” shall include registered domestic partners of City employees if registered as such as provided under Chapter 111 of the Milwaukee Code of Ordinances.

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 limited to work days falling within the ten consecutive calendar day period that begins on the day of death.
3. In the case of a death of one 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 13**

**PENSION BENEFITS**

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. These pension benefits shall continue unchanged during the term of this Agreement, except for the following changes:

- 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 on or after January 1, 2007.

**ARTICLE 14**

**HEALTH INSURANCE**

A. Benefits

1. Basic Plan

During the term of this Agreement, Basic Plan health insurance benefits shall be the same as the Basic Plan benefits that were provided in the 2004-2006

City/Union Agreement, and as follows:

- a. 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 Pre-Admission Review Contractor) to the requirement that it be performed on an outpatient basis, shall be covered.
- b. 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. 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 allowed 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.

City of Milwaukee Proposal to TEAM Oct 2, 2009

- c. The maximum aggregate allowance limitation per participant during each calendar year on benefits providing outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an outpatient treatment facility, or a physician's office that are provided under the "Hospital Surgical-Medical Contract Base Coverage" part of the Basic Plan shall be \$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, including the current maximum benefits provided under the "Major Medical Coverage" part of the Basic Plan for benefits for professional services for psychiatric care, including any type of nervous or mental care rendered to a participant without confinement, shall be 80% of two thousand (\$2,000) dollars of charges.
- d. The Utilization Review Case Management Program (UR/CM) program, as established by the City, shall remain in effect for all elective procedures. Elective procedures subject to the UR/CM program shall include all treatments for mental health disorders and substance abuse and home health care services. The program will be an independent review that assures each patient that the proposed hospitalization is necessary, based upon the medical condition of the patient, delivered in the most appropriate medical setting (inpatient or outpatient) and fair and equitably priced. Whenever a physician recommends an elective procedure, the employee shall 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



City of Milwaukee Proposal to TEAM Oct 2, 2009

Administrator for that purpose. Any elective procedure not submitted to the designated UR/CM program representative (when established and the employees are duly notified) 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 shall be required to notify the designated UR/CM program representative of this fact by telephone in accordance with procedures established by the Employee Benefits Administrator for that purpose; provided, however, that if bona fide medical circumstances applicable to the employee or their dependents preclude compliance with the 48-hour notification requirement, UR/CM shall authorize a reasonable extension of this time limit consistent with the circumstances. Following its review of an elective procedure contemplated for an employee, or dependents, UR/CM will inform the employee of its approval or denial of the procedure.

- e. If no decision is reached within ten working days, UR/CM will notify the employee of the status of the elective procedure.
- f. TEAM will be notified of any proposed changes in the UR/CM program before they are implemented.
- g. A medical "hot-line" as established by the City shall remain in effect. This "hot-line" shall put employees and their families in immediate touch with health care professionals for information on the value, availability, use and price of the various health care services in the area.
- h. The major medical deductible shall be \$100 per person, \$300 per family maximum on the Basic Plan.
- i. Transplant Benefits
  - (1) Medically necessary human to human heart transplants shall be a

City of Milwaukee Proposal to TEAM Oct 2, 2009

covered benefit under the Basic Plan. The participant must obtain prior authorization from the Utilization Review Contractor and is subject to the terms and conditions of the Utilization Review Program set forth in subsection A.1.(d) of this Article, above.

(2) 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.

j. The Major Medical lifetime maximum shall be \$500,000.

2. Health Maintenance Organization (HMO) Plans

a. Except as provided in subsection A.2.(b), hereunder, an employee shall have the right to select coverage under a Health Maintenance Organization (HMO) Plan approved by the City in lieu of coverage provided by the Basic Plan. Except as provided in subsection A.2.(c), hereunder, the benefits for employees enrolled in a 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.

b. Effective upon the execution date of this Agreement, the City may offer to employees an Exclusive Provider Organization (EPO) Plan instead of or in addition to a Health Maintenance Organization (HMO) Plan. An EPO Plan offered by the City shall use, at a minimum, 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

City of Milwaukee Proposal to TEAM Oct 2, 2009

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.

- c. Effective the first full month following the execution date of the Agreement: the following co-payments shall be implemented:
- (1) 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 A.2.c.(2) and (3), hereunder.
  - (2) 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.
  - (3) The OVCP shall be waived for on-going disease management office visits as determined by the plan.
  - (4) An employee shall pay a \$50.00 emergency room co-payment for each emergency room visit, except this co-payment shall be waived if admitted directly to the hospital from the emergency room.
  - (5) 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;

City of Milwaukee Proposal to TEAM Oct 2, 2009

- 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.

3. Dental Insurance Benefits

a. Basic Dental Plan

Basic Dental Plan insurance benefits shall be the same as the benefits provided for in the DENTAL SERVICES GROUP CONTRACT FOR THE CITY OF MILWAUKEE, effective 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.

b. 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 selected shall be as established by the provider of the PDP.

4. Cost Containment Provisions Applicable to All Plans:

- a. The City will not pay for any services or supplies that are unnecessary according to acceptable medical procedures.
- b. 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.
- c. The City shall have the right to establish measures it deems necessary to eliminate excessive costs in the application of the benefits provided under A.1., A.2. and A.3.
- d. 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.

City of Milwaukee Proposal to TEAM Oct 2, 2009

- e. An employee's health/dental benefits shall terminate on the last day of the calendar month in which the employee separates from active service, except as provided in B.4. and B.5., below.
- 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 D.

B. Eligibility for Benefits

- 1. Employees in active service whose normal hours of work average more than twenty (20) hours per week or whose normal hours of work average twenty (20) hours per week on a year-round basis in a position which is budgeted as half-time or more, shall be entitled to health insurance benefits through either the Basic Plan or an HMO Plan at their option.
- 2. Employees shall not be eligible for the benefits provided in A., above, during the time period they are employed on a provisional, emergency, part-time (for purposes of this provision, employees shall be termed part-time employees when their normal hours of work average less than 20 hours per week) temporary, student-aide type or seasonal basis.
- 3. Employees in active service shall be entitled to Dental Plan benefits provided in A.3.a. and b., above, so long as they remain in active service. All employees, while in active service, may participate in a City Dental Plan as described in A.3.a. and b., above, with the same enrollment status that they maintain for their health insurance benefits. Individuals not in active service shall not be entitled to participate in the Dental Plan.
- 4. Employees in active service who commence receiving a duty disability retirement

City of Milwaukee Proposal to TEAM Oct 2, 2009

allowance during the term of this Agreement shall be entitled to the benefits provided in A.1. or A.2., for the term of this Agreement.

5. Employees who retire on normal pension (as defined in 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 A.1. or A.2., during the term of this Agreement so long as they are at least age 60 and less than age 65; and, an employee in active service who retires having attained age 55 and 30 years of creditable service shall between the ages of 55 and 65 be entitled to the benefits provided in subsection A.1. or A.2. during the term of this Agreement. 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.
6. 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.

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

1. Employees in Active Service
  - a. For Employees Enrolled in the Basic Plan for calendar years 2007, 2008, and 2009.
    - (1) Except as provided in subsection E., below, prior to the implementation of a Health Risk Assessment (HRA), an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$75.00 per month for single enrollment when such employee's enrollment status is single and \$150.00 per month for family

City of Milwaukee Proposal to TEAM Oct 2, 2009

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.

- (2) Except as provided in subsection E., below, effective the first full calendar month following implementation of the annual HRA, but not sooner than December 1, 2009, for active employees enrolled in the Basic Plan, the employee contributions shall be as follows:
- i. The employee contribution shall increase to \$85.00 per month for single enrollment when an employee's enrollment status is single and to \$170.00 per month for family enrollment 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 C.1.a.(2)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

City of Milwaukee Proposal to TEAM Oct 2, 2009

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 for calendar years 2007, 2008, and 2009.

(1) Except as provided in subsection E., below, during calendar years 2007 through 2009, the City will contribute an amount towards meeting the subscriber cost for enrollment in the HMO plan elected of 100% of the monthly subscriber cost of enrollment in the HMO offered by the City pursuant to subsection A.2., above, having the lowest single enrollment subscriber cost to the City, when an employee's enrollment status is single or up to 100% of the monthly subscriber cost of family enrollment in the HMO offered by the City pursuant to subsection A.2., above, having the lowest family enrollment subscriber cost to the City when an employee's enrollment status is family. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her paycheck on a monthly basis.

(2) Except as provided in subsection E., below, effective October 1, 2009, an employee enrolled in an HMO plan shall contribute \$20.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$40.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.

(3) Except as provided in subsection E., below, effective the first full calendar month following implementation of the annual HRA, but



City of Milwaukee Proposal to TEAM Oct 2, 2009

not sooner than December 1, 2009, an employee enrolled in the 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 C.1.b.(3)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.
- (4) In addition to the amounts specified in subsection C.1.b.(2) and (3), 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.

City of Milwaukee Proposal to TEAM Oct 2, 2009

- (5) The amount of employee contribution shall be deducted from the employee's paycheck on a monthly basis.
  - c. Employees who exhaust their sick leave during the term of this Agreement shall be permitted to maintain the benefits for the plan they were covered under on the date their sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. The City's contribution towards the cost of maintaining the benefits during this period shall be as provided for in C.1., above. An employee returning from an unpaid medical leave, during which time he/she was receiving paid health insurance benefits under this provision, must remain in continuous active service for at least 15 calendar days to become eligible for another six-month extension of the health insurance coverage benefit provided hereunder. This provision shall not cover retirees (including disability retirements).
  - d. The maximum City contributions provided above shall be determined by the employees' effective enrollment status; when their 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.
2. Duty Disability
- Depending on the individual's single/family enrollment status for calendar years 2007 through 2009, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection C.1 of this Article, above.
3. Employees Who Retire Between January 1, 2007, and December 31, 2009.

City of Milwaukee Proposal to TEAM Oct 2, 2009

- a. Except as noted below, eligible employees under subsection B.5., who retire between January 1, 2007 and December 31, 2009 and who are enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$30 per month for single enrollment when such employee's enrollment status is single and \$60 per month for family enrollment when such employee's enrollment status is family. The amount of retiree contribution shall be deducted from the retiree's pension check. Any subscriber costs for single or family enrollment in excess of the above stated amounts shall be paid by the City. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost plan to retirees offered by the City, the foregoing \$30 employee contribution shall be waived. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost plan to retirees offered by the City, the foregoing \$60 employee contribution shall be waived.
- b. Except as noted below, for eligible employees under subsection B.5., who retire between January 1, 2007 and December 31, 2009 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for single enrollment for retirees in the HMO plan elected of 100% of the monthly subscriber cost of single enrollment in the Plan offered by the City pursuant to subsection A.1. or 2., above, having the lowest single enrollment subscriber cost for retirees to the City. For eligible employees under subsection B.5., who retire between January 1, 2007 and December 31, 2009 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for family enrollment in the HMO plan elected of

City of Milwaukee Proposal to TEAM Oct 2, 2009

100% of the monthly subscriber cost of family enrollment for retirees in the Plan offered by the City pursuant to subsection A.1. or 2., 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.

- c. 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.

- d. Surviving Spouse

The provisions of subsection C.3. shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsection B.5. of this Article.

D. Cost of Coverage -- Dental Plan

In calendar years 2007 through 2009, the City will contribute an amount up to \$13.00

City of Milwaukee Proposal to TEAM Oct 2, 2009

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

E. Pro rata Credit for Half-time Employees

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 or more shall contribute the following amount toward meeting the subscriber cost in the Plan elected:

1. An employee enrolled in the Basic Plan (single or family enrollment status) shall contribute an amount equal to fifty (50%) percent of the City contribution toward meeting the cost of the premium of the enrollment status elected as provided under subsection C.1.a., above; or
2. An employee enrolled in a HMO Plan with single enrollment status shall contribute an amount equal to twenty-five (25%) percent of the City contribution toward meeting the cost of the single premium of the HMO Plan elected as provided under subsection C.1.b, above; or
3. An employee enrolled in a HMO Plan with family enrollment status shall contribute an amount equal to forty (40%) percent of the City contribution toward meeting the cost of the family premium of the HMO Plan elected as provided under subsection C.1. b, above.
4. Effective the first full calendar month following implementation of the annual HRA, but not sooner than December 1, 2009, in addition to the employee contribution specified in subsections C.1.a. and b., above, a limited benefit employee in active service, or who retires, or receives a duty disability

City of Milwaukee Proposal to TEAM Oct 2, 2009

retirement allowance during the term of this Agreement shall also contribute the amount toward meeting the subscriber cost in the Plan elected as specified in subsection E.1 through E.3, above.

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

F. Self-Administration Offset

The per capita subscriber costs associated with the health or dental insurance coverage provided by each of the plans listed in A., above, include 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 C., D. and E., above for employees covered by such a self-administered plan shall be reduced by an amount equal to one hundred percent (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. This provision shall not increase the dollar contributions paid by the employee during the term of this Agreement.

G. Non-duplication

1. If more than one City employee is a member of the same family, as defined in provisions of the Plans defined in A., above, the coverage shall be limited to one family plan, regardless of the date either spouse entered City Service.
2. When a member of the employee's family, as the term "family" is defined in the provisions of the Plans defined in subsections A.1. or A.2. of this Article, above, is a City retiree receiving City Health Insurance benefits, the coverage shall be limited to one family plan.
3. For an employee who retires, if more than one City retiree is a member of the

City of Milwaukee Proposal to TEAM Oct 2, 2009

same family, as the term, "family," is defined in the provisions of the Plans defined in subsections A.1. or A.2. hereof, the retiree coverage provided by the City shall be limited to one plan.

4. In the event a program of health insurance is adopted by the Federal or State government and the City is required 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.
5. A retiree shall be ineligible to receive the retiree health insurance benefits provided hereunder only to the extent the retiree received such benefits from other employment or from the employment of the retiree's spouse if the benefits received by the spouse cover the retiree.
6. 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.
7. 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%.
8. 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 C., above, towards the cost of coverage for the City's Medicare Supplemental Plan.

H. Right of City to Select Carrier

The City retains the right to select and, from time to time, to change any of its carriers that provide the benefits set forth in A., 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).

I. Employees on Leave of Absence, Layoff or Suspension

City of Milwaukee Proposal to TEAM Oct 2, 2009

An employee in active service may elect to be covered by the benefits in subsections A.1. or A.2., 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.

J. There shall be a 270-day waiting period for pre-existing conditions for the benefits provided by the basic plan.

K. An employee who is recalled from layoff for a period of less than twenty (20) consecutive work days shall not be entitled to the benefits provided under A.1., A.2., A.3., or A.4., above.

L. Effective Date

Except where specifically provided otherwise herein, the provisions of this Article shall be effective from January 1, 2007, through December 31, 2009.



**ARTICLE 15**

**LIFE INSURANCE**

A. Amount of Life Insurance Coverage

1. 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.
2. Optional Coverage. During an annual open enrollment period 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.
3. 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 sixty-fifth (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. "Employee" shall have the meaning given in S350-25(3) of the Milwaukee Code of Ordinances.
4. 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.

B. Adjustment of Coverage

## City of Milwaukee Proposal to TEAM Oct 2, 2009

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. "Annual Base Salary Rate" means an amount equivalent to the employee's biweekly base salary, as defined and determined under the BASE SALARY provision of this Agreement, divided by fourteen and then multiplied by three hundred and sixty-five.

### C. Conditions and Eligibility for Election of Coverage

1. Subject to the terms and conditions provided below, employees who elect this life insurance coverage 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.
2. The election of life insurance coverage shall be in a manner prescribed by the City.
3. An employee meeting the eligibility requirements for election of life insurance coverage must make such election within 30 calendar days after eligibility is first established. Otherwise the election shall be made only on such terms as are established by the City and/or its life insurance carrier.
4. An employee shall become entitled to these life insurance coverage benefits 30 calendar days after electing such coverage.
5. An employee re-employed subsequent to a separation from active service must re-establish eligibility for life insurance coverage in the same way as a new employee.
6. An employee who has previously waived life insurance coverage provided by the City shall be permitted to elect life insurance coverage only on such terms as are established from time to time by the City and/or its life insurance carrier.

### D. Cost of Life Insurance Coverage

Eligible employees who elect life insurance coverage shall pay to the City an

City of Milwaukee Proposal to TEAM Oct 2, 2009

amount equal to 21 cents per month for each \$1,000 of coverage in excess of \$35,000.

Eligible half-time employees shall pay to the City an amount equal to 21 cents per month for each \$1,000 of coverage in excess of \$18,000. The City shall make all other necessary payments for the life insurance coverage.

E. Conditions and Limitations on Benefits

1. An employee eligible to elect life insurance coverage must elect the maximum amount to which the employee is entitled under Base Coverage.
2. 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.
3. The terms and conditions for receipt of life insurance benefit shall be as provided for either in the contract between the City and the carrier providing the benefits or, if the City elects to self-insure, by the City.

F. Right of the City to Change Carrier

The City may select and change the carrier(s) that provide the benefits set forth above. The City may also provide these life insurance benefits on a self-insured basis.

**ARTICLE 16**

**MISCELLANEOUS ALLOWANCES**

A. Tuition Reimbursement

1. For courses qualifying for tuition reimbursement, subject to the conditions and standards established by the City, the City shall provide the employee reimbursement of his/her tuition fees up to a combined maximum of \$2200 for the calendar years 2007 and 2008 and a combined maximum of \$2200 for the calendar years 2009 and 2010.
2. Any portion of the specified reimbursement in A.1., above, may be applied to the costs of textbooks and laboratory fees.
3. Of the specified reimbursement in A.1., above, a maximum reimbursement of \$125 may be applied for approved professional dues.
4. Of the specified reimbursement in A.1., above, tuition reimbursement will also cover an approved job-related short course.
5. 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 A. of this Article, independent of B. Educational Days With Pay, below.
6. The City shall administer this program in accordance with practices established for the City's general reimbursement program.
7. 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. An employee is eligible for this program immediately after date of hire.
8. Payment of reimbursement described under 16.A.1., above, shall be made as soon as is administratively practicable after the reimbursement application and

City of Milwaukee Proposal to TEAM Oct 2, 2009

evidence of successful completion of the approved courses of study is received.

The City may pay up front the 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 criteria as established by the City's Training and Development Services Unit, payment will be deducted from the employee's paycheck.

B. Educational Days With Pay

Subject to the approval of their department or division head, employees are entitled to receive up to two (2) calendar days off with pay per calendar year to attend outside seminars scheduled during their normal workday. Such seminars must be job related. The department head or division head shall take into consideration the department needs in making a determination if such days off will be approved. Employees granted time off with pay under this provision are not eligible for reimbursement of any of the costs of the seminar under Tuition Reimbursement benefit provision.

C. Automobile Allowance

1. Effective the first full Pay Period in the next full month following the execution date of this Agreement, the City shall reimburse an employee in active service, who is required as a condition of employment to have a private automobile available for use on City business, a base amount of seventy-five dollars (\$75) per month or payment for each mile driven on official City business during that month at the IRS standard mileage rate per mile, whichever is greater. (On 01/01/09, the IRS standard mileage rate is \$0.55 cents per mile.) Employees who as of the execution date of this Agreement are receiving a base rate greater than seventy-five dollars (\$75) per month shall be "grand-fathered" to the greater base rate, as long as they hold their current position.
2. In order to receive reimbursement, an eligible employee shall submit a record of mileage incurred on City business during the month and attest to the accuracy of

City of Milwaukee Proposal to TEAM Oct 2, 2009

such mileage on a form approved by the Comptroller. All private automobile reimbursement payments to employees exceeding 1,000 miles monthly shall be concurred by the Finance and Personnel Committee before payment is made.

3. Effective the next month following the execution date of this Agreement, reimbursement forms shall be submitted on a monthly basis on or before the last workday of the following month. An employee who is required to have a private automobile available for use on City business shall have at least the minimum insurance coverage prescribed by state law and shall have declared the use of his/her automobile on city business to his insurance company to protect the city's interests. It shall be the responsibility of the department head to see that the employee is adequately covered by such insurance before he/she approves the use of a private vehicle on City business and reimbursement for such use.

D. Safety Shoes

1.
  - a. The City shall reimburse an employee whose work the City determines requires that the employee wear safety shoes. The reimbursement amount shall be up to a maximum of one hundred fifteen dollars (\$115) per year in calendar years 2007 through 2009. During the term of this contract, non-field employees shall be entitled to reimbursement in 2007 or 2008 and/or 2008 or 2009, but not in all three years.
  - b. Any employee can request reimbursement for replacing safety shoes that are damaged in a job site incident, if said safety shoes are determined to no longer provide useful protection as a result of the job site incident. Reimbursement shall be up to the amount provided under 16.D.1.a., above, for the respective year of the job site incident.
2. Employees 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 of Milwaukee Proposal to TEAM Oct 2, 2009

City) must be purchased.

- b. Proof of purchase must be presented to the immediate management supervisor prior to December 31st of the calendar year in which the claim is made, unless the claim is for reimbursement under 16.D.1.b, above. Proof of purchase shall consist of a dated receipt bearing the name of the employee which clearly shows that one pair of safety shoes was purchased.
  - c. The style of shoe must meet department requirements.
  - d. A minimum of eight weeks on the payroll is required during the year in which a claim is made.
  - e. Reimbursement requests that are made under 16.D.1.b., above, shall include verification of the job site incident.
3. No employee may participate in more than one City sponsored safety shoe program.

E. License Fees

The City shall reimburse an employee up to \$60.00 biannually toward the cost of his/her Professional Engineer, Registered Architect, Registered Land Surveyor or Registered Designer license fee. Notwithstanding the above, if the license is used to advance through M-steps in lieu of course work, an employee shall not be eligible for reimbursement until such time the employee meets the M-step advancement requirements through criteria other than the professional license.

F. Bus Discount Fare Program

The City's Bus Discount Fare Program for non-represented employees shall be extended to employees represented by TEAM.

G. Half-Time Employees

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

City of Milwaukee Proposal to TEAM Oct 2, 2009

Vacations  
Holidays  
Sick Leave  
Funeral Leave  
Sick Leave Incentive Program  
Jury Duty  
Tuition and Textbook Reimbursement  
Life Insurance

In addition, an employee shall be eligible for one "09" Day and Health Insurance.

Payment of Health Insurance premiums shall be prorated. Eligibility for the above benefits shall be confined to the actual employment period.



**ARTICLE 17**

**SENIORITY FOR LAYOFF PURPOSES**

- A. 1. (a) Seniority for layoff purposes is defined as the relative status of an employee based upon his/her regular appointment date in a particular job title and job represented by the Union within the department; to which will be added, in case of a reduction to a lower classification, the seniority the affected employee had in other job titles and jobs represented by the Union within the department. Where general job titles exist and are involved in a prospective layoff, the uniqueness of a "job" will be determined by the City on the basis of whether it is the City's current practice generally to conduct separate examinations for entry into the position, or the employee has entered the position customarily by special City Service procedures, or extensive specialized training in excess of five months is required after appointment.
- (b) For the purposes of layoff, up to four officers of the union (the president and three additional officers of the union) shall have seniority preference over all other employees in their respective jobs and job titles within the department.
2. Effective November 28, 2000, the conditions under which a manager or supervisor may return to the TEAM bargaining unit or retain seniority shall be as stated in Section 17.A.2.(a) and (b) below. Prior to that date, Section 17.A.2. of the 1997-1998 City/Union labor agreement shall apply.
- (a) An employee who accepts a promotion into a management or supervisory position shall retain his/her seniority, but shall not be entitled to accumulate any additional seniority while holding a management or supervisory position.
- (b) Upon a reduction in supervisory and/or managerial positions, the

City of Milwaukee Proposal to TEAM Oct 2, 2009

supervisory or managerial employee affected may return to a job or job title he/she previously held in the TEAM bargaining unit, provided it does not result in any current TEAM represented employee being laid off or transferred outside of the TEAM bargaining unit.

- B. Effective October 2, 2009 thru December 31, 2009, there shall be no layoffs of bargaining unit employees with the exception of seasonal layoffs and layoffs due to loss of grant funding. This provision shall expire Pay Period 26, 2009.
- C. If the City reduces its work force, it shall give the Union at least four weeks notice prior to the effective date of the layoff of the initially affected employee. The City and the Union shall meet within three working days of the notice to discuss layoffs. The City, at this meeting, shall provide the Union with a current seniority list of the department. At this meeting, the Union will identify those employees who are subject to the terms of A.1.(b), above.
- D.
  - 1. When layoffs are occasioned by emergency or are not expected to exceed 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 working days to fully apprise it of its reasons for layoff and the expected duration thereof.
  - 2. When layoffs occur in jobs or are occasioned by layoffs in jobs in divisions where seasonal fluctuations are traditional, the provisions of B. and C.1., above, as regards notice by the City and the requirements of meeting with the Union shall not apply.
  - 3. When seasonal layoffs or recalls occur in classifications where subsequent layoffs or recalls are likely or in work activities in which the last work will be performed in subsequent weeks, the City shall have the right to layoff or recall employees out of their order of seniority for a period of up to 20 work days. Where the employee elects to waive recall to the first opening and agrees to wait until "primary" jobs open in the "main" division, the City will not challenge

City of Milwaukee Proposal to TEAM Oct 2, 2009

unemployment compensation.

- E. 1. When it becomes necessary to reduce the work force in a particular job, the employees with the least seniority in the job and job title shall be laid off and bump the least senior employee holding a job and job title which the affected employee held if:
- a) The affected employee has more seniority.
  - b) The affected employee is capable of performing the job of the employee with lesser seniority.
  - c) The affected employee transfers or bumps to a position in the same or lower pay range than the affected employee currently holds.
2. When an employee with insufficient seniority has, in the judgment of the City and the Union, an obvious ability to perform a related job within the same division in the same or lower pay range held by an employee or employees with lesser seniority, the City and Union may discuss and determine placement of such affected employee in such job. When such conditions are met and the City and the Union are in disagreement, an affected employee who meets minimum qualifications shall be given upon request, an appropriate qualifying examination and/or appropriate physical examination and the employee shall be allowed to take a transfer or reduction in rank if the employee achieves a passing grade.

F. Breaks in Seniority

1. Union bargaining unit seniority shall be broken when an employee:
- a) Retires;
  - b) Resigns from City Service;
  - c) Is discharged and the discharge is not reversed;
  - d) Is terminated during his/her initial probationary period;
  - e) Is not recalled from a layoff for a period of three years if the layoff results in a discontinuation of the employee's service with the City;
  - f) Is recalled from a layoff and does not report for work within three

City of Milwaukee Proposal to TEAM Oct 2, 2009

calendar weeks;

- g) Does not return at the expiration of a leave of absence;
- h) Is transferred/promoted to a non-management or non-supervisory classification outside the Union bargaining unit and successfully completes the probationary period for that position.

2. Classification seniority shall be broken when an employee:

- a) Is terminated during a probationary period;
- b) Is voluntarily or involuntarily demoted.
- c) Is not recalled from a layoff for a period of eleven (11) years, if during the layoff the employee's service with the City is continuous.

In case of b), 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.

- G. 1. A senior employee who elects to take 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 job falls. However, an employee who elects to take a position in a rate range which has special attainment steps, who meets the qualifications prescribed, or who would have qualified for them on the date the appropriate contract became effective, shall be paid the appropriate step. In no event shall the employee by application of this provision be paid in excess of the rate of pay the employee was earning prior to his/her reduction.
2. When an employee who has been reduced in rank from a position the employee previously held is recalled to a job classification in a pay level above his/her current position but lower than the pay levels of the original position, the employee will be paid at a rate nearest the rate paid in the original position. In no event shall the employee, by application of this clause, be paid in excess of the rate he was earning prior to his reduction. This paragraph will not apply to

City of Milwaukee Proposal to TEAM Oct 2, 2009

the laborer and other related positions now covered by the "time in grade" rule for positions affected by seasonal fluctuations.

- H.
  - 1. Recall to the job shall be by application of seniority in reverse order of layoff. An employee who has not qualified for a lower rated job shall not be recalled until the position the employee held at the time of his/her layoff again becomes available.
  - 2. When a reduction affects an employee who held a previous position in another division and the employee is to return to that division, the employee shall be reinstated to all previous promotion lists that the employee was on before being promoted.
  - 3. Where an employee with ten years of seniority service in a given department is promoted or transferred to another department and is subsequently affected by a reduction in force in the new department that would result in a discontinuation of the employee's service with the City, such employees shall have an option (which must be exercised, if at all, within five days of the employee's notice of such reduction in force) to return to such former department and thereupon exercise such seniority rights as the employee has in said former department in accordance with paragraph D of this Article.
- I. Employees in an affected job and job title having the same starting date shall have their relative seniority status determined as follows:
  - 1. If said employees' names appear on a single eligible list for the affected job, then their relative seniority status shall be determined by their rank on the eligible list. Ranking procedures for eligible lists are governed by City Civil Service rules and procedures.
  - 2. If rank on an eligible list is not determinative, relative seniority status shall be determined by lot at the Division of Labor Relations with a Union member present.
- J. An employee hired or promoted by the City on a regular appointment basis under City

City of Milwaukee Proposal to TEAM Oct 2, 2009

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 subject to the provisions of this Article. An employee hired on an exempt basis by the City directly into such a program or project shall not be subject to the provisions of this article. An employee transferred into one of said programs or projects who had attained City Service status at time of entry into such programs or projects shall continue to accrue seniority during the course of his/her service in such programs or projects and shall be subject to the provisions of this Article.

- K. This Article is extended pro tanto to the following departments in which members of TEAM are employed and to any other departments that are certified into TEAM during the duration of this Agreement:

Department of Neighborhood Services

Department of Public Works

Engineering Division of the Port of Milwaukee

Department of City Development

Each of said departments will be administered as a separate unit for purposes of seniority in case of layoff.

- L. Except for employees in positions covered by subsection A.2., above, or L., below, employees covered by this Agreement from and after August 5, 1990, shall not have bumping and recall rights to positions outside the Union's bargaining unit.
- M. In the event another City union agrees to allow employees in positions represented by TEAM to bump into their bargaining unit and such agreement is included in their labor agreement with the City or an amendment to their labor agreement, then employees shall have bumping and recall rights to positions outside the Union bargaining unit as provided in that affected Union's labor agreement with the City.

**ARTICLE 18**

**JOINT CITY-UNION EARLY INTERVENTION PROGRAM**

A Joint City-Union Early Intervention Program shall be established in accordance with the May 12, 1993 agreement between the City and Union.

**ARTICLE 19**

**AMERICANS WITH DISABILITIES ACT (ADA)**

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



**ARTICLE 20**

**LONG TERM DISABILITY PROGRAM**

1. 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.
2. 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.
3. 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.
4. The City shall retain the right to manage, at its sole discretion, the administration and funding of the LTD benefit program, including, but not limited to selecting, changing, or terminating third party LTD benefit administrators, operating as the LTD benefit administrator, establishing and managing reserve funds in relation to the LTD benefit program, self-funding the LTD benefit program, and entering into or terminating insurance agreements in relation to the LTD benefit program.

**ARTICLE 21**

**MISCELLANEOUS PROVISIONS**

A. Subordinate to Charter

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.

B. Waiver of Negotiations

Each party waives the right and agrees that the other shall not be obligated to bargain collectively on any subject whether or not covered in this agreement during its term even though such subject may not have been within their knowledge or contemplation at the time they signed this agreement. This agreement may be amended only in writing and by mutual consent. This waiver does not apply to bargaining for a new agreement that would take effect after this agreement expires.

C. Ordinance and Resolution References

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

City of Milwaukee Proposal to TEAM Oct 2, 2009

not conflict with the specific provisions of this Agreement shall remain in force and effect.

D. Aid to Construction of Provisions of Agreement

For purposes of construction, this Agreement shall be considered to have been executed on the day the Agreement is approved by the Common Council.

E. Saving Clause

If any part of this agreement is held invalid by any tribunal of competent jurisdiction, or if compliance with or enforcement of any part is restrained, the remainder of this agreement shall not be affected.

F. Entire Agreement

The foregoing is intended to be an entire agreement between the parties and to be consistent with S111.70, Wisconsin Statutes. No verbal statement shall supersede any of its provisions.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

By:

By:

\_\_\_\_\_  
-Maurice Lyles, President

\_\_\_\_\_  
Maria L. Monteagudo  
Employee Relations Director

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

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

For Technicians, Engineers and  
Architects of Milwaukee:

For the City of Milwaukee:

\_\_\_\_\_  
Dennis Sampson, Vice President

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

\_\_\_\_\_  
Eyad Mizian

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

\_\_\_\_\_  
Tom Tarkowski

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

\_\_\_\_\_  
Joseph Winiarski

\_\_\_\_\_  
W. Martin Morics, Comptroller

\_\_\_\_\_  
Zafar Yousuf

\_\_\_\_\_  
Michael J. Murphy, Chairman  
Finance and Personnel Committee

**Signatures**

07-09doc  
labr/team

### **Appendix "A" - 2007 Rates of Pay**

The following chart expresses the 2007 rates of pay effective Pay Period 1, 2007 (December 21, 2003)

#### **Official Rate - Biweekly**

##### **Pay Range 619**

\$1,561.06	\$1,629.11	\$1,700.15	\$1,774.32	\$1,865.22
------------	------------	------------	------------	------------

##### **Pay Range 620**

#### **Official Rate - Biweekly**

\$1,629.11	\$1,700.15	\$1,774.32	\$1,851.65	\$1,932.41	\$2,016.67*
\$2,104.56*	\$2,209.97*				

\*Technical "M" Ranges.

##### **Pay Range 621**

#### **Official Rate - Biweekly**

\$1,851.65	\$1,932.41	\$2,016.67	\$2,104.56	\$2,209.97
------------	------------	------------	------------	------------

##### **Pay Range 622**

#### **Official Rate - Biweekly**

\$1,932.41	\$2,016.67	\$2,104.56	\$2,196.38	\$2,292.12	\$2,392.07*
\$2,510.01*					

\*Technical "M" Ranges.

##### **Pay Range 624**

#### **Official Rate - Biweekly**

\$1,851.65	\$1,932.41	\$2,016.67	\$2,104.56	\$2,209.97
------------	------------	------------	------------	------------

##### **Pay Range 625**

#### **Official Rate - Biweekly**

\$2,055.93	\$2,154.58	\$2,258.06	\$2,366.42	\$2,479.98	\$2,599.04
\$2,723.78					

Pay Range 626

Official Rate - Biweekly

\$2,104.56	\$2,196.38	\$2,292.12	\$2,392.07	\$2,510.01
------------	------------	------------	------------	------------

Pay Range 627

Official Rate - Biweekly

\$2,292.12	\$2,392.07	\$2,496.41	\$2,605.18	\$2,732.37
------------	------------	------------	------------	------------

Pay Range 628

Official Rate - Biweekly

\$2,391.26	\$2,496.41	\$2,605.18	\$2,718.76	\$2,850.93
------------	------------	------------	------------	------------

Pay Range 629

Official Rate - Biweekly

\$2,391.26	\$2,496.49	\$2,606.32	\$2,721.02	\$2,840.73	\$2,965.73
\$3,096.21					

Pay Range 630

Official Rate - Biweekly

\$2,718.76	\$2,837.31	\$2,961.06	\$3,090.16	\$3,238.55
------------	------------	------------	------------	------------

## **Appendix "B" - 2008 Rates of Pay**

The following chart expresses the 2008 rates of pay effective Pay Period 1, 2008 (December 19, 2007).

### **Pay Range 619**

#### **Official Rate - Biweekly**

\$1,576.67	\$1,645.40	\$1,717.15	\$1,792.06	\$1,883.87
------------	------------	------------	------------	------------

### **Pay Range 620**

#### **Official Rate - Biweekly**

\$1,645.40	\$1,717.15	\$1,792.06	\$1,870.17	\$1,951.73	\$2,036.84*
\$2,125.61*	\$2,232.07*				

\*Technical "M" Ranges.

### **Pay Range 621**

#### **Official Rate - Biweekly**

\$1,870.17	\$1,951.73	\$2,036.84	\$2,125.61	\$2,232.07
------------	------------	------------	------------	------------

### **Pay Range 622**

#### **Official Rate - Biweekly**

\$1,951.73	\$2,036.84	\$2,125.61	\$2,218.34	\$2,315.04	\$2,415.99*
\$2,535.11*					

\*Technical "M" Ranges.

### **Pay Range 624**

#### **Official Rate - Biweekly**

\$1,870.17	\$1,951.73	\$2,036.84	\$2,125.61	\$2,232.07
------------	------------	------------	------------	------------

### **Pay Range 625**

#### **Official Rate - Biweekly**

\$2,076.49	\$2,176.13	\$2,280.64	\$2,390.08	\$2,504.78	\$2,625.03
\$2,751.02					

Pay Range 626

Official Rate - Biweekly

\$2,125.61	\$2,218.34	\$2,315.04	\$2,415.99	\$2,535.11
------------	------------	------------	------------	------------

Pay Range 627

Official Rate - Biweekly

\$2,315.04	\$2,415.99	\$2,521.37	\$2,631.23	\$2,759.69
------------	------------	------------	------------	------------

Pay Range 628

Official Rate - Biweekly

\$2,415.17	\$2,521.37	\$2,631.23	\$2,745.95	\$2,879.44
------------	------------	------------	------------	------------

Pay Range 629

Official Rate - Biweekly

\$2,415.17	\$2,521.45	\$2,632.38	\$2,748.23	\$2,869.14	\$2,995.39
\$3,127.17					

Pay Range 630

Official Rate - Biweekly

\$2,745.95	\$2,865.68	\$2,990.67	\$3,121.06	\$3,270.94
------------	------------	------------	------------	------------



2008 Rates of Pay     The following chart expresses the 2008 rates of pay effective Pay Period  
14, 2008     (June 28, 2008).

Pay Range 619

Official Rate - Biweekly

\$1,592.44	\$1,661.85	\$1,734.32	\$1,809.98	\$1,902.71
------------	------------	------------	------------	------------

Pay Range 620

Official Rate - Biweekly

\$1,661.85	\$1,734.32	\$1,809.98	\$1,888.87	\$1,971.25	\$2,057.21*
\$2,146.87*	\$2,254.39*				

\*Technical "M" Ranges.

Pay Range 621

Official Rate - Biweekly

\$1,888.87	\$1,971.25	\$2,057.21	\$2,146.87	\$2,254.39
------------	------------	------------	------------	------------

Pay Range 622

Official Rate - Biweekly

\$1,971.25	\$2,057.21	\$2,146.87	\$2,240.52	\$2,338.19	\$2,440.15*
\$2,560.46*					

\*Technical "M" Ranges.

Pay Range 624

Official Rate - Biweekly

\$1,888.87	\$1,971.25	\$2,057.21	\$2,146.87	\$2,254.39
------------	------------	------------	------------	------------

Pay Range 625

Official Rate - Biweekly

\$2,097.25	\$2,197.89	\$2,303.45	\$2,413.98	\$2,529.83	\$2,651.28
\$2,778.53					

Pay Range 626

Official Rate - Biweekly

\$2,146.87	\$2,240.52	\$2,338.19	\$2,440.15	\$2,560.46
------------	------------	------------	------------	------------

Pay Range 627

Official Rate - Biweekly

\$2,338.19	\$2,440.15	\$2,546.58	\$2,657.54	\$2,787.29
------------	------------	------------	------------	------------

Pay Range 628

Official Rate - Biweekly

\$2,439.32	\$2,546.58	\$2,657.54	\$2,773.41	\$2,908.23
------------	------------	------------	------------	------------

Pay Range 629

Official Rate - Biweekly

\$2,439.32	\$2,546.66	\$2,658.70	\$2,775.71	\$2,897.83	\$3,025.34
\$3,158.44					

Pay Range 630

Official Rate - Biweekly

\$2,773.41	\$2,894.34	\$3,020.58	\$3,152.27	\$3,303.65
------------	------------	------------	------------	------------

### **Appendix "C" 2009 Rates of Pay**

The following chart expresses the 2009 rates of pay effective Pay Period 1, 2009 (December 1, 2009).

#### Pay Range 619

##### Official Rate - Biweekly

\$1,608.36	\$1,678.47	\$1,751.66	\$1,828.08	\$1,921.74
------------	------------	------------	------------	------------

#### Pay Range 620

##### Official Rate - Biweekly

\$1,678.47	\$1,751.66	\$1,828.08	\$1,907.76	\$1,990.96	\$2,077.78*
\$2,168.34*	\$2,276.93				

\*Technical "M" Ranges.

#### Pay Range 621

##### Official Rate - Biweekly

\$1,907.76	\$1,990.96	\$2,077.78	\$2,168.34	\$2,276.93
------------	------------	------------	------------	------------

#### Pay Range 622

##### Official Rate - Biweekly

\$1,990.96	\$2,077.78	\$2,168.34	\$2,262.93	\$2,361.57	\$2,464.55*
\$2,586.06*					

\*Technical "M" Ranges.

#### Pay Range 624

##### Official Rate - Biweekly

\$1,907.76	\$1,990.96	\$2,077.78	\$2,168.34	\$2,276.93
------------	------------	------------	------------	------------

#### Pay Range 625

##### Official Rate - Biweekly

\$2,118.22	\$2,219.87	\$2,326.48	\$2,438.12	\$2,555.13	\$2,677.79
\$2,806.32					

Pay Range 626

Official Rate - Biweekly

\$2,168.34	\$2,262.93	\$2,361.57	\$2,464.55	\$2,586.06
------------	------------	------------	------------	------------

Pay Range 627

Official Rate - Biweekly

\$2,361.57	\$2,464.55	\$2,572.05	\$2,684.12	\$2,815.16
------------	------------	------------	------------	------------

Pay Range 628

Official Rate - Biweekly

\$2,463.71	\$2,572.05	\$2,684.12	\$2,801.14	\$2,937.31
------------	------------	------------	------------	------------

Pay Range 629

Official Rate - Biweekly

\$2,463.71	\$2,572.13	\$2,685.29	\$2,803.47	\$2,926.81	\$3,055.59
\$3,190.02					

Pay Range 630

Official Rate - Biweekly

\$2,801.14	\$2,923.28	\$3,050.79	\$3,183.79	\$3,336.69
------------	------------	------------	------------	------------

### 2009 Rates of Pay

The following chart expresses the 2009 rates of pay effective Pay Period 14, 2009 (June 1, 2009).

#### Pay Range 619

##### Official Rate - Biweekly

\$1,624.44	\$1,695.25	\$1,769.18	\$1,846.36	\$1,940.96
------------	------------	------------	------------	------------

#### Pay Range 620

##### Official Rate - Biweekly

\$1,695.25	\$1,769.18	\$1,846.36	\$1,926.84	\$2,010.87	\$2,098.56*
\$2,190.02*	\$2,299.70*				

\*Technical "M" Ranges.

#### Pay Range 621

##### Official Rate - Biweekly

\$1,926.84	\$2,010.87	\$2,098.56	\$2,190.02	\$2,299.70
------------	------------	------------	------------	------------

#### Pay Range 622

##### Official Rate - Biweekly

\$2,010.87	\$2,098.56	\$2,190.02	\$2,285.56	\$2,385.19	\$2,489.20*
\$2,611.92*					

\*Technical "M" Ranges.

#### Pay Range 624

##### Official Rate - Biweekly

\$1,926.84	\$2,010.87	\$2,098.56	\$2,190.02	\$2,299.70
------------	------------	------------	------------	------------

#### Pay Range 625

##### Official Rate - Biweekly

\$2,139.40	\$2,242.07	\$2,349.74	\$2,462.50	\$2,580.68	\$2,704.57
\$2,834.38					

Pay Range 626

Official Rate - Biweekly

\$2,190.02	\$2,285.56	\$2,385.19	\$2,489.20	\$2,611.92
------------	------------	------------	------------	------------

Pay Range 627

Official Rate - Biweekly

\$2,385.19	\$2,489.20	\$2,597.77	\$2,710.96	\$2,843.31
------------	------------	------------	------------	------------

Pay Range 628

Official Rate - Biweekly

\$2,488.35	\$2,597.77	\$2,710.96	\$2,829.15	\$2,966.68
------------	------------	------------	------------	------------

Pay Range 629

Official Rate - Biweekly

\$2,488.35	\$2,597.85	\$2,712.14	\$2,831.50	\$2,956.08	\$3,086.15
\$3,221.92					

Pay Range 630

Official Rate - Biweekly

\$2,829.15	\$2,952.51	\$3,081.30	\$3,215.63	\$3,370.06
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## **APPENDIX D**

### **WELLNESS AND PREVENTION**

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

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

A Wellness and Prevention Committee shall be established to assist the consultant in the design of the Wellness and Prevention Program and to provide oversight of the program. The Wellness and Prevention Committee shall be comprised of nine union members appointed by the unions and three management representatives appointed by the Mayor. Two of the nine union members on the Wellness and Prevention Committee shall be Milwaukee District Council 48, AFSCME members as determined by District Council 48. The City has agreed that two of the nine union members on the Wellness and Prevention Committee shall be Milwaukee Police Association (MPA) members as determined by the MPA [and one member of the nine union members will be from Local 215 as determined by Local 215](#). The City has agreed that one of the nine members shall be a member from either the Milwaukee Building and Construction Trades Council (MBCTC) or Lo. 494, DPW-Electrical Group as determined jointly by MBCTC and Lo. 494, DPW-Electrical Group. The City agrees that one of the nine members shall be a member from the Technicians,



Engineers and Architects of Milwaukee (TEAM) as determined by TEAM. The City agrees that no other Union except DC48 and MPA may have more than one voting member on the Committee. The City has also agreed to allow other union presidents and union staff representatives or business agents to attend and participate in all Committee meetings, but only the nine members of the Committee will be allowed to officially make decisions and/or vote if necessary.

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

The City shall develop a Request for Proposals (RFP) and solicit bids from third party vendors qualified to implement the Wellness and Prevention Program. Upon conclusion of the bidding process, the City shall meet with the unions to review the results of the RFP. The committee shall decide on the vendors giving due consideration to all City policies associated with the selection procedures. The City shall not spend more than two million dollars per year, including the cost of conducting the HRA, on the Wellness and Prevention Program.

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

# TECHNICIANS, ENGINEERS AND ARCHITECTS OF MILWAUKEE

## TABLE OF CONTENTS

<b><u>ARTICLE</u></b>	<b><u>Page</u></b>
<b>PREAMBLE .....</b>	<b>2</b>
<b>ARTICLE 1 .....</b>	<b>3</b>
DURATION .....	3
<b>ARTICLE 2 .....</b>	<b>4</b>
RECOGNITION.....	4
<b>ARTICLE 3 .....</b>	<b>5</b>
MANAGEMENT RIGHTS .....	5
<b>ARTICLE 4 .....</b>	<b>7</b>
UNION RIGHTS AND OBLIGATIONS .....	7
<b>ARTICLE 5 .....</b>	<b>10</b>
PROHIBITION OF STRIKES AND LOCKOUTS .....	10
<b>ARTICLE 6 .....</b>	<b>11</b>
GRIEVANCE PROCEDURE .....	11
<b>ARTICLE 7 .....</b>	<b>13</b>
ARBITRATION .....	13
<b>ARTICLE 8 .....</b>	<b>16</b>
HOURS OF WORK.....	16
<b>ARTICLE 9 .....</b>	<b>18</b>
SALARY PROVISIONS .....	18
<b>ARTICLE 10 .....</b>	<b>25</b>
PAY FOR TIME NOT WORKED.....	25
<b>ARTICLE 11 .....</b>	<b>29</b>
SICK LEAVE AND DISABILITY .....	29
<b>ARTICLE 12 .....</b>	<b>33</b>
LEAVES OF ABSENCE.....	33
<b>ARTICLE 13 .....</b>	<b>38</b>
PENSION BENEFITS.....	38
<b>ARTICLE 14 .....</b>	<b>39</b>
HEALTH INSURANCE .....	39
<b>ARTICLE 15 .....</b>	<b>57</b>
LIFE INSURANCE .....	57
<b>ARTICLE 16 .....</b>	<b>60</b>
MISCELLANEOUS ALLOWANCES.....	60

<b>ARTICLE 17 .....</b>	<b>65</b>
SENIORITY FOR LAYOFF PURPOSES .....	65
<b>ARTICLE 18 .....</b>	<b>71</b>
JOINT CITY-UNION EARLY INTERVENTION PROGRAM .....	71
<b>ARTICLE 19 .....</b>	<b>72</b>
AMERICANS WITH DISABILITIES ACT (ADA) .....	72
<b>ARTICLE 20 .....</b>	<b>73</b>
LONG TERM DISABILITY PROGRAM .....	73
<b>ARTICLE 21 .....</b>	<b>74</b>
MISCELLANEOUS PROVISIONS.....	74
<b>SIGNATURES.....</b>	<b>76</b>
<b>APPENDIX "A" - 2007 RATES OF PAY.....</b>	<b>77</b>
<b>APPENDIX "B" - 2008 RATES OF PAY .....</b>	<b>79</b>
<b>APPENDIX "C" 2009 RATES OF PAY .....</b>	<b>83</b>
<b>APPENDIX D .....</b>	<b>88</b>

MEMORANDUM OF UNDERSTANDING  
Between  
TECHNICIANS, ENGINEERS AND ARCHITECTS OF MILWAUKEE (TEAM)  
And  
THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

This Memorandum records the agreement reached on all items between the parties for the time period commencing January 1, 2007, and expiring December 31, 2009. The negotiating committee for Technicians, Engineers and Architects of Milwaukee (TEAM) (their signatures appear below) agree to support ratification and adoption of this Agreement to their principals.

Upon receiving notice from the negotiating committee of Technicians, Engineers and Architects of Milwaukee (TEAM) that their membership has properly ratified and adopted this Agreement, the City of Milwaukee Negotiating Team agrees to recommend the items contained in this Agreement to the Common Council of the City of Milwaukee and support their adoption.

Dated May \_\_\_\_\_, 2009

Representatives of Technicians, Engineers and Architects of Milwaukee (TEAM)	Representatives of the City of Milwaukee

**AGREEMENT FOR 2010-2011**

**Between The**

**CITY OF MILWAUKEE**

**And**

**TECHNICIANS, ENGINEERS AND ARCHITECTS OF MILWAUKEE**

**Effective January 1, 2010**

City of Milwaukee Proposal to TEAM Oct 2, 2009

AGREEMENT  
Between  
CITY OF MILWAUKEE  
And  
TECHNICIANS, ENGINEERS AND ARCHITECTS OF MILWAUKEE  
Effective January 1, 2010

**PREAMBLE**

This agreement is made at Milwaukee, Wisconsin, pursuant to Section 111.70, Wisconsin Statutes, by the CITY OF MILWAUKEE, as municipal employer, referred to as the "City", and TECHNICIANS, ENGINEERS AND ARCHITECTS OF MILWAUKEE as representative of the persons listed in Article 2, who are employed by the City of Milwaukee, referred to as "Union" or as "TEAM".

The parties desire to reach an amicable and complete agreement with respect to the employer-employee relationship which exists between them and covering rates of pay, hours of work and conditions of employment.

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

**ARTICLE 1**

**DURATION**

This agreement shall remain in effect commencing at 12:01 a.m. on January 1, 2010, and terminating at 12:01 a.m. on January 1, 2012. Either party may reopen the contract by notice served upon the other not earlier than June 15, 2011, nor later than July 15, 2011, indicating areas in a succeeding contract in which the party requests changes.

**ARTICLE 2**

**RECOGNITION**

- A. The City recognizes the Union as the exclusive collective bargaining agent on the subjects of wages, hours and conditions of employment for employees who are in classifications covered by the appropriate bargaining unit certification of the Wisconsin Employment Relations Commission as of January 1, 2004.

The job titles of positions in TEAM are:

Engineering Technician IV, V and VI  
Plan Examiner II and III  
Architectural Designer I and II  
Civil Engineer I, II, III and IV  
Electrical Engineer I, II and III  
Mechanical Engineer I, II and III  
Traffic Control Engineer I, II and III  
Architect III  
House Services Supervisor  
Assessment Technician I and II  
Parking Operations Coordinator  
Parking Operations Assistant  
Facilities Construction Project Coordinator  
Methods and Standards Engineer

This provision describes the bargaining representative and the bargaining unit covered by this agreement and has no other purpose.

- B. If a consolidation occurs in any City department or between City departments or units thereof, whose employees in whole or in part are within TEAM, and the consolidation combines into a single bargaining unit positions which were formerly in other bargaining units, the City or the Union may request that the Wisconsin Employment Relations Commission conduct a new representation election.
- C. If new positions are created by the City which are not the result of department consolidation or merger and which would be embraced within the bargaining unit, the employees appointed to such positions shall be deemed to be members of the bargaining unit.



### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

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

The Union specifically recognizes:

1. The exclusive right of the City to establish reasonable work rules. Any dispute as to reasonableness may be submitted to fact-finding under s111.70, Stats.
2. That the City has the right to schedule regular and overtime work as it deems most advantageous.
3. That the City reserves the right to discipline or discharge for cause. When it becomes necessary to institute disciplinary action, terminate, or discharge an employee who is a member of the bargaining unit, the City will give notice to the Union before taking action, except when in the judgment of the supervisor emergency action is necessary. In such cases, the Union will be notified as soon as practicable after the action has taken place. This provision has no application to a situation in which a warning letter is issued to an employee. The purpose of a warning letter is to notify the employee to correct deficiencies in conduct or job performance before discipline becomes necessary. Further, this provision is not to be construed as requiring a meeting with the Union except as provided in the grievance procedure of the contract. Notice for non-emergency disciplinary situations shall be given, if during business hours, by the most expeditious means, to the Union. Thereafter the notice is to be confirmed in writing within forty-eight (48) hours and if not during normal business hours, notice shall be given or confirmed on the next business day.
4. The City reserves the right to layoff for lack of work or funds, or the occurrence

City of Milwaukee Proposal to TEAM Oct 2, 2009

of conditions beyond its control or where continuation of work would be wasteful.

5. That the City has rights and obligations in contracting for matters relating to municipal operations and the City may contract or subcontract any part of its work without violation of its obligations to the Union or its members. The right of contracting or subcontracting is vested in the City. Except in cases which it deems to be an emergency, the City will give reasonable and timely notice of and discuss with the Union any proposed contracting or subcontracting. The right to contract or subcontract shall not be used to undermine the Union or to discriminate against its members. The City will not lay off employees who have completed probation and have regular civil service status because of the exercise of its contracting or subcontracting rights except in the event of an emergency, strike or work stoppage. It shall not be considered a layoff if employees are transferred or given other duties at the same pay.
6. The City will give the Union reasonable and timely notice in cases in which TEAM personnel are affected in the merger or separation of City departments 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.
8. Warning notices, management-employee conferences concerning performance, attendance or punctuality, sick leave control letters; any discipline of less than one (1) day suspension or termination of employees serving an initial probationary period; or determination of injury pay benefits shall not be subject to the grievance or arbitration procedure.

## **ARTICLE 4**

### **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 recognizes the right of the City 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 shall conduct Union business on City time except as specified in this agreement. No Union meeting shall be held on City time.

#### B. Bulletin Boards

The City will furnish for the Union one bulletin board at each of the agreed locations. The board shall be used only for notices of Union recreational and social affairs, meetings, elections, and reports of committees. Notices shall not contain anything political, controversial, or reflecting upon the City, its employees, or labor organization. Any Union-authorized violation of this section shall entitle the City to cancel this section and remove the bulletin boards.

#### C. Pay for Union Negotiators

##### 1. Union Negotiations

The Union shall submit the names of its negotiators to the City Labor Negotiator sufficiently in advance of regularly scheduled meetings to permit notification of the appropriate City departments. TEAM's bargaining representatives shall be paid regular base salary for time spent in negotiations during regular working hours, plus reasonable travel time from site of employment to site of meeting. Negotiations shall not be unnecessarily protracted and shall be carried on during non-working hours when possible.

##### 2. WERC Hearings

a. The Union shall advise the City of the names of the members of its

City of Milwaukee Proposal to TEAM Oct 2, 2009

Executive Board. Such members, in aggregate, shall be entitled to 40 hours paid time off during the term of this Agreement, subject to the terms and conditions provided in subsections b. through e., inclusive, of this section, below.

- b. Such paid time off shall be limited to time spent during such members' regularly scheduled hours of work in hearings related to unit clarifications, declaratory rulings or prohibited practices conducted by the Wisconsin Employment Relations Commission or any member or members thereof or any member of its staff or individual designated by the Commission so long as such hearings directly affect any position currently covered by the Union.
- c. Except for hearings that are scheduled by the WERC with less than 10 calendar days' advance notice, the Union shall provide the City Labor Negotiator with seven calendar days' written notice of the members to be released for such hearings or meetings. For hearings scheduled by the WERC with less than 10 calendar days' advance notice, the Union shall provide at least 48 hours' advance notice.
- d. Employees on overtime assignment shall not be entitled to paid time off under the provisions of this Article.
- e. Reimbursement  
Each month the Union shall reimburse the City an amount equivalent to the base salary paid members during such month under the provisions of Article 4.C.2..

D. Check Off of Union Dues

For each non-probationary employee in TEAM, City will honor a statutorily acceptable dues check off request during the term of this agreement or any extension thereof. The City will pay amounts deducted from the employee's earnings to the treasurer of the Union within ten days after the pay day on which the deduction was made, together with

City of Milwaukee Proposal to TEAM Oct 2, 2009

a list of employees from whose pay the deduction was made.

E. Fair Share Deductions

For each non-probationary employee in TEAM who has not submitted a dues check off request, the City, during the term of this agreement or any extension thereof, will deduct from the pay of such employee and remit to the Union as above an amount which the Union certifies is the pro rata cost to the Union of negotiating and administering the labor agreement. Such sum shall not exceed dues the employee would be required to pay had the employee executed a check off request.

Changes in dues or fair share amounts to be deducted shall be certified by the Union at least four weeks before the start of the pay period the changed deduction is to be effective.

The dues or fair share deductions will be paid to the Union which represents the employee the majority of his 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.

**ARTICLE 5**

**PROHIBITION OF STRIKES AND LOCKOUTS**

Neither the Union nor any member thereof shall cause nor counsel any of its members to strike nor shall it cause them either directly or indirectly to commit any concerted work stoppage, slowdown or refusal to perform assigned duties. Any employee who commits any of the acts prohibited in this section is subject to discharge, or other disciplinary action, including loss of compensation, vacation benefits and holiday pay as determined by the City.

If a wildcat strike occurs, the Union agrees to take all reasonable action to secure the members' return to work as promptly as possible, including issuing a written order to that effect upon request of the City Labor Negotiator. 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 the strike.

The City shall not lock out employees. The inability to work because equipment or facilities are not available due to a strike, work stoppage or slowdown by any other employees inability to work shall not be deemed a lockout.

**ARTICLE 6**

**GRIEVANCE PROCEDURE**

A. Only matters involving the interpretation, application or enforcement of this agreement shall constitute a grievance under this Article.

Step #1. An employee having a grievance shall, either alone or accompanied  
(Oral/ by a Union representative, first orally present the grievance to the  
Management immediate management supervisor within fifteen days  
Supervisor) after the employee knew or should have known of the occurrence.

Step #2. If the grievance is not settled at the first step, within ten  
(Written/ days after the grievance is orally presented, it shall be reduced to  
Division Head) writing and presented to the Division Head or designee. The written  
grievance shall be presented within ten days after the completion of Step  
One. Within ten days of receipt of the written grievance, the Division  
Head or designee shall furnish the employee and the Union president with  
a written answer to the grievance.

Step #3. If the grievance is not settled at the second step, the Union  
(Department may appeal in writing within ten days to the Department Head or  
Head) designee, who may confer with the employee and the Union before  
making a decision. Such decision shall be submitted in writing to the  
employee and the Union within ten days after receipt of the appeal.  
When a hearing is held at the third step of the grievance procedure, an  
employee who has filed a grievance and the Union representative or  
member whose presence is required for giving testimony shall be given  
direct notification one day before such a meeting is held. The Union may  
waive this requirement.

If the grievance is not settled at the third step, then the Union may  
proceed to the next step as provided.

City of Milwaukee Proposal to TEAM Oct 2, 2009

- Step #4. If the answer of the Department Head or designee regards a matter which can be submitted to final and binding arbitration and is unsatisfactory to the Union, the Union may advance to arbitration a third step decision, under the criteria it shall be reviewed at a meeting between the Labor Negotiator or designee, and the president of the Union or designee, held periodically for that purpose. The parties are empowered to settle the grievance and no further step in the arbitration process shall occur until such meeting has been held or the parties have waived such meeting in writing.
- (Labor Negotiator)
- B. Each written grievance shall set forth on the form prescribed (1) the specific rule or provision of the agreement claimed to have been violated; (2) the time, place and circumstances and (3) a specific requested remedy.
- C. Except as otherwise stated herein, no claim of violation of the Management Rights clause shall be regarded as a grievance.
- D. "Days" as used in this article means working days.
- E. Any grievance which the Union does not elect to advance within the prescribed period shall be deemed settled on the basis of the last answer which the City gave in the last completed step of the 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.



**ARTICLE 7**

**ARBITRATION**

- A. No issue may be the subject of arbitration unless arbitration is requested in writing within the later of 120 working days following the occurrence which gives rise to the issue or 10 working days after completion of the last step of any grievance procedure commenced within the 120 days.

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. The 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.

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 City shall strike first.

If either party desires 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. If they cannot agree, the third arbitrator shall be selected by the parties in the same manner as a single arbitrator.

The term "arbitrator" refers either to a single arbitrator or a panel of arbitrators. The following subjects are not subject to arbitration:

1. Provisions of the agreement which affect the obligations of the City under Wisconsin Statutes or make the performance of such obligations more difficult.
2. Disputes regarding classifications of positions, promotions of employees

City of Milwaukee Proposal to TEAM Oct 2, 2009

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

3. Any pension matter.
4. Sick Leave Control Letters.
5. Determinations of Injury Pay Benefits.
6. Any discipline or discharge of employees serving an initial probationary period.

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 wages, hours and conditions of employment.

No issue shall be subject to arbitration unless it results from an occurrence which takes place following the execution of this agreement and no arbitration determination shall cover any period of time prior to the date of execution of this agreement.

- B. 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 their discipline or discharge case heard by the City Service Commission under the provisions of Section 63.43 or alternate procedures covered by Section 63.44 of the Wisconsin Statutes, the employee will be said to have waived their right to arbitration.
- C. The arbitrator shall hold a hearing at a time and place convenient to the parties within ten working days of the notification of his selection, unless otherwise agreed upon by the parties. The arbitrator shall take such evidence as in his judgment is appropriate. Statements of position may be made by the parties and witnesses may be called. The arbitrator shall have authority to determine whether the dispute is arbitrable under 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.

The provisions of SS788.06 and 788.07 of the Wisconsin Statutes shall apply to the receiving of evidence. The arbitration award shall be reduced to writing, subject to

City of Milwaukee Proposal to TEAM Oct 2, 2009

SS788.08 through 788.15 of the Wisconsin Statutes. All other sections and provisions of Chapter 788 are hereby expressly negated in any arbitration under this agreement.

- D. The arbitrator shall not modify the language of this agreement in determining any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or decreases.
- E. The arbitrator shall be confined to the issue submitted for arbitration and shall not express opinions which are not appropriate in determining the question submitted unless requested to do so by both parties.
- F. 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.
- G. The provisions of this article shall not apply to proceedings initiated under S111.70(4)(cm)6 (the "Mediation - Arbitration" provisions) of the Wisconsin Statutes.

## **ARTICLE 8**

### **HOURS OF WORK**

This Article defines the normal hours of work per day and per week in effect at the time of execution of this Agreement. The City may restructure the normal workday or work week as it deems will best serve its needs and may establish and change the work schedules.

This Agreement does not guarantee or limit the number of hours to be worked.

The City may if it deems necessary reduce the normal hours of work. Salary schedules and all employee benefits expressed in days shall be adjusted proportionately for the period such reduction remains in effect.

#### **A. Work Day and Work Week**

The "normal work day" is eight hours running from the time established by general rule or individual assignment by departmental managers and excluding an unpaid lunch break. The "work week" is five workdays during each calendar week.

#### **B. When Employee Sent Home**

Any full time employee who reports for work and is sent home by the City due to lack of work, inclement weather or for any other reason, shall be paid for all work time, but not less than two hours pay at the regular rate.

#### **C. Owed Time**

An employee who is officially excused before the end of his or her normal shift because of inclement weather or civil disturbance which makes the work hazardous or unproductive shall be paid for such excused time and shall be said to owe the time to the City.

Such "Owed time" constitutes a debt of the employee to the City. If the employee fails without reasonable excuse to discharge the debt by performing overtime assignments offered by the City, the debt shall be deducted from the employee's pay for the period in which the overtime was offered. Any remainder of unpaid "owed time" shall be deducted from pay due to an employee

City of Milwaukee Proposal to TEAM Oct 2, 2009

at the time of termination or when the employee transfers to a new City unit.

When an employee makes up "owed time" the rate of pay shall be at the appropriate overtime rate.

**ARTICLE 9**

**SALARY PROVISIONS**

A. Base Salary

1. Effective Pay Period 1, 2010 thru Pay Period 26, 2011, the biweekly base salary paid to employees shall be those rates that became effective Pay Period 14, 2009.
4. Unless otherwise specified, employees shall move from the minimum step in the pay range to the maximum step in annual increments. The administration of the pay plan shall be in accordance with the salary ordinance.5. Effective Pay Period 1, 2010, there shall be no pay step advancement for the term of the Agreement. This provision shall expire at the end of Pay Period 26, 2011. Where necessary to aid recruitment, the City may make reallocations or change recruitment rates. The City shall inform the union prior to implementing such changes.6. The City reserves the right to request the City Service Commission to make classification changes but said changes shall not operate to reduce the salary of current incumbents. These changes shall not be subject to arbitration under any established grievance procedure.
7. Retroactive wage payments. The parties elect not to be bound by the required frequency of wage payment provision of 109.03, Wisconsin State Statutes, in respect to retroactive wages payable under the terms of this Agreement.  
Retroactive wage payments under the terms of this Agreement shall be paid no later than 60 days from the execution date of this City/Union labor agreement. For purposes of this provision, the execution of this Agreement shall be defined as the date the resolution approving this Agreement has been approved by the Mayor.
8. All employees who are capable of maintaining a financial relationship with a banking institution shall participate in direct deposit of pay checks.
9. During the term of the Agreement, there shall be no more than four furlough days during calendar year 2010 and no more than four furlough days during calendar year 2011. The

City of Milwaukee Proposal to TEAM Oct 2, 2009

policies as set forth in the Department of Employee Relations Mandatory Furlough and Administrative Guidelines policy dated June 19, 2009 regarding benefits during furlough days shall apply in calendar years 2010 and 2011. This provision shall expire December 31, 2011.

B. Technical "M" Ranges

During the term of the Agreement, all advancement in this section shall be suspended. This provision shall expire at the end of Pay Period 26, 2011.

1. Pay Range 620

- a. Employees holding a Wisconsin license as a Professional Engineer, Registered Land Surveyor, or Registered Designer, shall advance annually through the "M" steps in lieu of the college credit requirements stated below.
- b. Engineering Technicians IV who complete at least one year of service in the fifth step of Pay Range 620 shall advance annually in Pay Range 620 "M" steps on their anniversary date, provided they meet the following criteria:

<u>"M" Step</u>	<u>Criteria Needed</u>
M-1 (sixth step)	30 credits or 8 yrs. of service and 15 credits.
M-2 (seventh step)	45 credits or 10 yrs. of service and 25 credits.
M-3 (eight step)	60 credits or 12 yrs. of service and 40 credits.

2. Pay Range 622

- a. Employees holding a Wisconsin license as a Professional Engineer, Registered Land Surveyor, or Registered Designer, shall advance annually through the "M" steps in lieu of college credit requirements stated below.
- b. Engineering Technicians V who complete at least one year of service in

City of Milwaukee Proposal to TEAM Oct 2, 2009

the fifth step of Pay Range 622 shall advance annually in Pay Range 622 "M" steps on their anniversary date, provided they meet the following criteria:

<u>"M" Step</u>	<u>Criteria Needed</u>
M-1 (sixth step)	60 credits or 14 yrs. of service and 40 credits
M-2 (seventh step)	75 credits or 16 yrs. of service and 55 credits.

3. In determining whether an employee is eligible for an "M" step as specified in 9.B.1.b. and 9.B.2.b., the City shall use the criteria option of credits only or a combination of credits and years of service that is most beneficial to the Engineering Technician IV or V.
4. Years of Service as stated herein means years of service with the City.
5. Credits allowed to meet the criteria for M-step advancement will be as follows:
  - a. Engineering-related:  
Credits obtained in the engineering curriculum of any college or university accredited by the North Central Association of Colleges and Secondary Schools or credits obtained in college-level engineering technology courses in two-year associate degree programs at technical colleges, junior colleges and institutes.
  - b. Non-Engineering Related:  
Credits obtained from any college, university or institute accredited by the North Central Association of Colleges and Secondary Schools.
  - c. Of the total credits needed as specified in B.1.b. and B.2.b. above, the following minimum number of credits (cr) must be in engineering - related (E) courses as specified below. In addition, the following minimum number of credits (cr) must be in either job related (J) or additional engineering-related courses, as specified below. The remainder of the total credits may be in other (O) college credit



City of Milwaukee Proposal to TEAM Oct 2, 2009

courses or additional engineering-related (E) or additional job-related (J) courses.

(1) Pay Range 620

	<u>CREDITS ONLY</u>	<u>CREDITS &amp; EXPERIENCE</u>
M-1 (sixth step)	21 cr. - E 3 cr. - J or E <u>6 cr. - O, J or E</u>	9 cr. - E 2 cr. - J or E <u>4 cr. - O, J or E</u>
	30 cr. - Total	15 cr. - Total
M-2 (seventh step)	28 cr. - E 6 cr. - J or E <u>11 cr. - O, J or E</u>	15 cr. - E 4 cr. - J or E <u>6 cr. - O, J or E</u>
	45 cr. - Total	25 cr. - Total
M-3 (eight step)	36 cr. - E 9 cr. - J or E <u>15 cr. - O, J or E</u>	24 cr. - E 6 cr. - J or E <u>10 cr. - O, J or E</u>
	60 cr. - Total	40 cr. - Total

(2) Pay Range 622

	<u>CREDITS ONLY</u>	<u>CREDITS &amp; EXPERIENCE</u>
M-1 (six step)	36 cr. - E 9 cr. - J or E <u>15 cr. - O, J or E</u>	24 cr. - E 6 cr. - J or E <u>10 cr. - O, J or E</u>
	60 cr. - Total	40 cr. - Total
M-2 (seventh step)	45 cr. - E 12 cr. - J or E <u>18 cr. - O, J or E</u>	33 cr. - E 8 cr. - J or E <u>14 cr. - O, J or E</u>
	75 cr. - Total	55 cr. - Total

- (3) A Joint Union/Management Committee consisting of an equal number of Union and Management members and a Department of Employee Relations (DER) designated M-step administrator shall be established.

City of Milwaukee Proposal to TEAM Oct 2, 2009

When a question of eligibility occurs relating to a specific course in areas of Communication, Computer Science, Business Law, Law/Real Estate, and/or Statistics - Statistical Process Control (SPC), such Committee shall meet to determine the eligibility of such course.

C. Shift and Weekend Differential Pay

1. To be eligible for shift or weekend differential on his/her regular workday, an employee shall be required to work at least four hours of such regular workday on the second or third shift or a weekend. When the employee meets this requirement, the differential shall be paid for all hours worked on that regular workday.
2. Shift differential shall be paid for authorized work performed on the employee's regular workday that occurs on a shift eligible for shift differential as follows:

2nd shift	3:00 p.m. - 11:00 p.m.
3rd shift	11:00 p.m. - 7:00 a.m.
3. Weekend Differential shall be paid for authorized work performed on the employee's regular workday that falls on a Saturday or Sunday.
4. Shift and Weekend Differentials are as follows:

2nd shift	\$0.40 per hour
3rd shift	\$0.45 per hour
Saturdays	\$0.50 per hour
Sundays and Holidays	\$0.60 per hour
5. 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.
6. Shift and weekend differential will be paid only for work performed by an employee during his/her regular assignments and for hours of paid vacation, personal days, holidays, sick leave, paid holidays or funeral leave, when the employee's regular assignment at the time of such paid time off qualifies him/her

City of Milwaukee Proposal to TEAM Oct 2, 2009

for shift or weekend differential.

D. Overtime

1. Overtime is assigned work performed in addition to the 8-hour shift or in excess of the hours defined in the HOURS OF WORK provision of this Agreement or for work performed on holidays, which is compensated in extra time off or in extra pay, except that hours worked in excess of the 8-hour shift or in excess of the hours defined in the Hours of Work provision that are worked to make up time lost within the week (or pay period for FLSA exempt employees) as mutually agreed to by the employee and City shall not be considered overtime.
2. Overtime shall be compensated at the rate of one and one-half (1.5) times the overtime hours actually worked in either compensatory time off or cash at the discretion of the City.
3. The accumulated credit for each employee shall not exceed 120 hours worked, which is equivalent on a time and one-half basis to 180 hours taken off.
4. Special Overtime Compensation
  - a. On any continuous time worked in excess of 12 hours, 25 cents shall be added to the base pay and the employee compensated at the rate of one and one-half hours in cash.
  - b. For non-scheduled overtime hours which the employee is required to work on Sundays and on holidays designated in the Agreement, the employee shall be compensated at the rate of one and three-quarters times his/her regular rate in cash. Hours of work affected by this paragraph shall be hours of work which fall within the calendar day of the Sunday or Holiday.
5. Application of this Article shall not allow pyramiding of overtime.
6. Any full-time employee who reports for overtime work and who is sent home due to lack of work, inclement weather or a decision by the City not to continue work for any reason, shall be paid for hours worked, but not less than two hours' pay

City of Milwaukee Proposal to TEAM Oct 2, 2009

at his or her overtime rate.

7. Payments made under this Article shall not be included in the determination of pension benefits or other fringe benefits.

E. Call-In-Pay

Any employee who reports to work for an emergency overtime assignment lasting less than three hours is entitled to three hours reporting pay at a rate of one and one-half times the regular rate of pay, which the City shall pay in cash or in compensatory time off.

**ARTICLE 10**

**PAY FOR TIME NOT WORKED**

A. Vacation

1. An employee shall earn vacation time in the following manner from his/her last anniversary date:
  - a. One day per month, with a maximum of 10 days per calendar year for employees with less than 5 years' creditable service;
  - b. One and one-half days per month with a maximum of 15 days per calendar year for employees with at least 5 but less than 10 years of creditable service;
  - c. Two (2) days per month with a maximum of 20 days per calendar year for employees with at least 10 but less than 15 years of creditable service;
  - d. Two and one-half (2.5) days per month with a maximum of 25 days per calendar year for employees with at least 15, 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.
2. Annual vacation time taken, except for separation from service as provided in subsection 6, shall be limited to the maximums noted above.
3. Vacations shall be taken on a fiscal year basis rather than a calendar year basis. For purposes of this Article, fiscal year shall be defined as Pay Periods 1-26 or 1-27, whichever is appropriate.
4. 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.
5. Eligibility for a vacation shall begin after the completion of twelve (12) months

City of Milwaukee Proposal to TEAM Oct 2, 2009

of actual service following appointment, but accumulations shall be retroactive to the time of appointment. An employee whose service is expected to continue so as to complete a year's actual service may, after six (6) months of service, be allowed vacation within the year of appointment if the convenience of the service would be promoted. If the employee leaves the service of the City before the completion of the initial 12-month period, that vacation shall be deemed unearned, and payments made during the vacation period shall be deducted upon termination of employment. Employees who are not expected by the department head to work 12 consecutive months shall be eligible for vacation only after completing twelve (12) months of service.

6. 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.
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 days or more duration.
8. Except as set forth below, a vacation not taken in the year following the employee's anniversary date of the year when it is earned is forfeited. An employee will be allowed to carry over into an ensuing fiscal year up to one week (five days) of accrued vacation. Carried-over vacation entitlement shall be utilized within the ensuing fiscal year, at a time consistent with the requirements of department operations, taking into consideration the rights of employees who

City of Milwaukee Proposal to TEAM Oct 2, 2009

have scheduled vacations for the current year.

B. Personal Days

1. Employees on the payroll or on leave of absence, or who were working toward year-around employment as of January 1, 1963, shall be entitled to five workdays off annually. Such off days shall be earned at the rate of one-half day for each month worked, the total time not to exceed five workdays.
2. Employees on the payroll, on leave of absence, or who were working toward year-around employment as of January 1, 1964, shall be entitled to four workdays off annually. These days off shall not apply to the employees in 1. above. Such off days shall be earned at the rate of .4 days for each month worked, the total time not to exceed four days.
3. Employees on the payroll, on leave of absence, or who were working toward year-around employment as of January 1, 1969 and thereafter shall be entitled to two workdays off annually. These days off shall not apply to the employees in 1. and 2. above. Such off days shall be earned at the rate of .2 days for each month worked, the total time not to exceed two days.
4. Personal days may be scheduled and used the same as vacation days with the approval of the department head.

C. Holidays

1. The holidays for which an employee receives pay at regular rate without working are:

New Year's Day (January 1)  
Good Friday  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (First Monday in September)  
Thanksgiving Day (The fourth Thursday in November or the day approved by the Governor of Wisconsin as the day of public thanksgiving in each year)  
The day after Thanksgiving  
Christmas Eve  
Christmas Day (December 25)  
New Year's Eve  
The third Monday of January to commemorate Dr. Martin Luther King's birthday.

City of Milwaukee Proposal to TEAM Oct 2, 2009

2. If any holiday enumerated in subsection 1. falls on Saturday or Sunday, the City shall move the holiday to the preceding or subsequent work day normally scheduled and that day shall constitute the holiday.
3. The City retains the right to schedule and to require an employee to work on a holiday. An employee required to work on a holiday shall receive in addition to holiday pay as such, time and one-half the regular pay either in cash or compensatory time off for each hour worked.
4. 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 11**

**SICK LEAVE AND DISABILITY**

A. Sick Leave

1. "Sick leave" means all necessary absence from duty because of illness, bodily injury or exposure to contagious disease. Sick leave benefits are limited to the period of time the employee would have worked in accordance with the HOURS OF WORK provision of this Agreement.
2.
  - a. Eligibility for sick leave begins after six months 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 one unit of city government by certification of transfer and accepts service in a position in another, obligations for any accumulated sick leave allowance shall be assumed by the new unit. Separation from service by resignation or for cause shall cancel all unused accumulated sick leave allowances. 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 the employee is rehired by any city department within three years.
3. Permanent full-time employees shall earn sick leave with pay at the rate of one and one-quarter working days for each month of active service or 4.6 working hours for each two weeks of active service. Employees who work an average of twenty hours per week on a year-round basis in positions which are budgeted at half-time or more, shall earn sick leave at the rate of .625 working days for each month of service or 2.3 working hours for each two weeks of service.
4. Sick leave allowance which accumulates up to 120 working days shall be credited to employees' "normal sick leave accounts" from which sick leave shall be granted with full pay.

City of Milwaukee Proposal to TEAM Oct 2, 2009

5. Doctors certificate. Sick and disability leave with pay may be permitted for up to three consecutive days without requiring the employee to submit a doctor's certificate provided that the department head has other satisfactory evidence of bona fide illness or pregnancy related disability. When leave extends beyond three consecutive days adequate medical substantiation from a private physician or from a dentist certifying the nature and seriousness of the sickness or pregnancy-related disability, or the certificate of an authorized and recognized Christian Science practitioner certifying that the employee is under Christian Science treatment, shall be furnished to the department head. The City may require employees to provide adequate medical substantiation for each absence, regardless of duration if it appears that the employee is misusing sick leave. The City shall not be responsible for the payment of any fee charged if the absence is shown to be a misuse of sick leave. When acceptable medical substantiation is required, the City may deny sick leave benefits for the absence requiring substantiation until the requirement is complied with.

B. Duty-Incurred Disability Pay

1. An employee with regular Civil Service status who sustains an injury covered by the Wisconsin Worker's Compensation Act may receive 70% of base salary as "injury pay" in lieu of worker's compensation for the period of disability caused by the injury, not to exceed 250 working days.
2. "Injury Pay" shall not be paid for more than 250 working days regardless of the number of compensable injuries sustained.
3. The City may deduct 30% of an employee's base salary for the period injury pay is received. This deduction shall not reduce the employees' pension benefits.
4. After "injury pay" benefits have been exhausted, an employee shall have the option of accepting sick leave benefits or Worker's Compensation temporary disability benefits. This option, which shall be exercised in writing, may be terminated without prejudice to temporary disability benefits under the Worker's

City of Milwaukee Proposal to TEAM Oct 2, 2009

Compensation Act. 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.

5. If the Internal Revenue Service determines that injury pay is taxable, beginning with the effective date of this determination, the City will no longer require the 30% deduction provided for in Section 3.

C. Reimbursement After Recovery From the Third Party

If the employee who has been paid sick leave or duty-incurred disability leave benefits recovers from a third party, the City shall have the right to recoup from the employee payments the City has made in accordance with the formula contained in S102.29 of the Wisconsin Statutes, subject to a pro rata reduction for the employee's cost of effecting such third party recovery. Upon recovery of such net sums, it shall restore to the account of the employee, pro rata, the days which were charged as sick leave or duty-incurred disability.

D. Sick Leave Control Program

1. The Sick Leave Control Incentive Program shall be in effect beginning Trimester 1, 2010 and ending Pay Period 26, 2011 except that any day earned in Trimester 3, 2011, may be used in 2012. Nothing herein shall be construed as requiring the City to continue the program for time periods after Pay Period 26, 2011.
2. The trimester periods 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, if applicable.
3. An employee shall be eligible for a sick leave control incentive benefit only if:
  - (a) During the full term of the trimester, the employee did not use any sick leave, did not receive injury pay, was not on an unpaid leave of absence, was not suspended from duty for disciplinary reasons and did not take unpaid time off the payroll; and
  - (b) During the full term of the trimester, the employee was in active service;

City of Milwaukee Proposal to TEAM Oct 2, 2009

and

- (c) 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.
4. In each of the trimester periods set forth in subsections D.1. and D.2., above, that an employee is eligible for a sick leave control incentive benefit, he/she shall elect either a special incentive leave or special sick leave incentive payment:
- (a) If an employee elects a special sick leave incentive payment, he/she 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.
  - (b) If an employee elects a special incentive leave, he/she shall earn one day off with pay. This earned day off with pay must be taken off in full-day (eight-hour) increments and used by the employee in the remainder of the fiscal year. No deduction will be taken from the employee's sick leave account for each such off day taken. An off day earned in the last trimester may be used any time in the following fiscal year, at a time consistent with the requirements of department operations, taking into consideration the rights of employees who have scheduled time off for the current year. The earned day off shall be scheduled in accordance with departmental operations. For purposes of this paragraph, fiscal year shall be defined as Pay Periods 1-26 or 27, whichever is appropriate.

**ARTICLE 12**

**LEAVES OF ABSENCE**

A. Military Leave

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 section 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.

City of Milwaukee Proposal to TEAM Oct 2, 2009

- 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 section 1.b., above. 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 section 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. Rights to all re-employment benefits shall be governed by the provisions of the Vietnam Era Veterans' Re-employment Rights Act, 38 U.S.C. Sec. 2021 et seq.. No lesser benefits and no greater benefits are hereby intended to be created.
- 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.

City of Milwaukee Proposal to TEAM Oct 2, 2009

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.

B. Jury Duty Leave

1. Employees shall be granted time off with pay for reporting for jury duty or for jury service upon presentation of satisfactory evidence relating to this duty or 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 and to make no subsequent claim for it whatsoever. This deduction shall be administered so as not to reduce pension benefits. If the employee is excused from jury duty for all or part of a day, he shall, if his city work is available to him, report for the performance of his city duties for the remainder of said 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 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.

C. Terminal Leave

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.

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.

Terminal Leave Compensation benefits shall be made as soon as is administratively possible after the employee's effective date of retirement.

An employee shall receive Terminal Leave Compensation only once during his/her lifetime.

D. 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 one 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,



City of Milwaukee Proposal to TEAM Oct 2, 2009

regardless of the number of his/her step-parents. Effective December 5, 2004, the definition of “immediate family” shall include spouse’s sibling’s spouse in definition of brother-in-law and sister-in-law. Effective December 5, 2004, for purposes of the Funeral Leave Article only, the definition of “immediate family” shall include registered domestic partners of City employees if registered as such as provided under Chapter 111 of the Milwaukee Code of Ordinances.

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 limited to work days falling within the ten consecutive calendar day period that begins on the day of death.
3. In the case of a death of one 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 13**

**PENSION BENEFITS**

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. These pension benefits shall continue unchanged during the term of this Agreement, except for the following changes:

- 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 on or after January 1, 2007.
- c. Employees hired on or after January 1, 2010 shall contribute 5.5% of their earnable compensation in accordance with sec. 36-08-7-a-2 of the City Charter. The provisions of sec. 36-08-7-m of the City Charter shall not apply to such

City of Milwaukee Proposal to TEAM Oct 2, 2009

employees.

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

**ARTICLE 14**

**HEALTH INSURANCE**

A. Benefits

1. Basic Plan

During the term of this Agreement, Basic Plan health insurance benefits shall be the same as the Basic Plan benefits that were provided in the 2007-2009

City/Union Agreement, and as follows:

- a. 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 Pre-Admission Review Contractor) to the requirement that it be performed on an outpatient basis, shall be covered.
- b. 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. 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 allowed 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.

City of Milwaukee Proposal to TEAM Oct 2, 2009

- c. The maximum aggregate allowance limitation per participant during each calendar year on benefits providing outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an outpatient treatment facility, or a physician's office that are provided under the "Hospital Surgical-Medical Contract Base Coverage" part of the Basic Plan shall be \$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, including the current maximum benefits provided under the "Major Medical Coverage" part of the Basic Plan for benefits for professional services for psychiatric care, including any type of nervous or mental care rendered to a participant without confinement, shall be 80% of two thousand (\$2,000) dollars of charges.
- d. The Utilization Review Case Management Program (UR/CM) program, as established by the City, shall remain in effect for all elective procedures. Elective procedures subject to the UR/CM program shall include all treatments for mental health disorders and substance abuse and home health care services. The program will be an independent review that assures each patient that the proposed hospitalization is necessary, based upon the medical condition of the patient, delivered in the most appropriate medical setting (inpatient or outpatient) and fair and equitably priced. Whenever a physician recommends an elective procedure, the employee shall 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

City of Milwaukee Proposal to TEAM Oct 2, 2009

Administrator for that purpose. Any elective procedure not submitted to the designated UR/CM program representative (when established and the employees are duly notified) 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 shall be required to notify the designated UR/CM program representative of this fact by telephone in accordance with procedures established by the Employee Benefits Administrator for that purpose; provided, however, that if bona fide medical circumstances applicable to the employee or their dependents preclude compliance with the 48-hour notification requirement, UR/CM shall authorize a reasonable extension of this time limit consistent with the circumstances. Following its review of an elective procedure contemplated for an employee, or dependents, UR/CM will inform the employee of its approval or denial of the procedure.

- e. If no decision is reached within ten working days, UR/CM will notify the employee of the status of the elective procedure.
- f. TEAM will be notified of any proposed changes in the UR/CM program before they are implemented.
- g. A medical "hot-line" as established by the City shall remain in effect. This "hot-line" shall put employees and their families in immediate touch with health care professionals for information on the value, availability, use and price of the various health care services in the area.
- h. The major medical deductible shall be \$100 per person, \$300 per family maximum on the Basic Plan.
- i. Transplant Benefits
  - (1) Medically necessary human to human heart transplants shall be a

City of Milwaukee Proposal to TEAM Oct 2, 2009

covered benefit under the Basic Plan. The participant must obtain prior authorization from the Utilization Review Contractor and is subject to the terms and conditions of the Utilization Review Program set forth in subsection A.1.(d) of this Article, above.

- (2) 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.

- j. The Major Medical lifetime maximum shall be \$500,000.

2. Health Maintenance Organization (HMO) Plans

- a. Except as provided in subsection A.2.(b), hereunder, an employee shall have the right to select coverage under a Health Maintenance Organization (HMO) Plan approved by the City in lieu of coverage provided by the Basic Plan. Except as provided in subsection A.2.(c), hereunder, the benefits for employees enrolled in a 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.

- a. 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, at a minimum, 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

City of Milwaukee Proposal to TEAM Oct 2, 2009

“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.

- b. Employees shall be responsible for the following co-payments:
- (1) 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 A.2.c.(2) and (3), hereunder.
  - (2) 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.
  - (3) The OVCP shall be waived for on-going disease management office visits as determined by the plan.
  - (4) An employee shall pay a \$50.00 emergency room co-payment for each emergency room visit, except this co-payment shall be waived if admitted directly to the hospital from the emergency room.
  - (5) 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



City of Milwaukee Proposal to TEAM Oct 2, 2009

two-month or 60-day supply.

3. Dental Insurance Benefits

a. Basic Dental Plan

Basic Dental Plan insurance benefits shall be the same as the benefits provided for in the DENTAL SERVICES GROUP CONTRACT FOR THE CITY OF MILWAUKEE, effective 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.

b. 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 selected shall be as established by the provider of the PDP.

4. Cost Containment Provisions Applicable to All Plans:

a. The City will not pay for any services or supplies that are unnecessary according to acceptable medical procedures.

b. 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.

c. The City shall have the right to establish measures it deems necessary to eliminate excessive costs in the application of the benefits provided under A.1., A.2. and A.3.

d. 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.

e. An employee's health/dental benefits shall terminate on the last day of the calendar month in which the employee separates from active service,

City of Milwaukee Proposal to TEAM Oct 2, 2009

except as provided in B.4. and B.5., below.

- 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 E.

B. Eligibility for Benefits

- 1. Employees in active service whose normal hours of work average more than twenty (20) hours per week or whose normal hours of work average twenty (20) hours per week on a year-round basis in a position which is budgeted as half-time or more, shall be entitled to health insurance benefits through either the Basic Plan or an HMO Plan at their option.
- 2. Employees shall not be eligible for the benefits provided in A., above, during the time period they are employed on a provisional, emergency, part-time (for purposes of this provision, employees shall be termed part-time employees when their normal hours of work average less than 20 hours per week) temporary, student-aide type or seasonal basis.
- 3. Employees in active service shall be entitled to Dental Plan benefits provided in A.3.a. and b., above, so long as they remain in active service. All employees, while in active service, may participate in a City Dental Plan as described in A.3.a. and b., above, with the same enrollment status that they maintain for their health insurance benefits. Individuals not in active service shall not be entitled to participate in the Dental Plan.
- 4. Employees in active service who commence receiving a duty disability retirement allowance during the term of this Agreement shall be entitled to the benefits provided in A.1. or A.2., for the term of this Agreement.

City of Milwaukee Proposal to TEAM Oct 2, 2009

5. Employees who retire on normal pension (as defined in 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 A.1. or A.2., during the term of this Agreement so long as they are at least age 60 and less than age 65; and, an employee in active service who retires having attained age 55 and 30 years of creditable service shall between the ages of 55 and 65 be entitled to the benefits provided in subsection A.1. or A.2. during the term of this Agreement. 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.

6. Effective January 1, 2010 through December 31, 2010, an employee in active service who retires during 2010 on a normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) including an allowance under sec. 36-05-1-d-3 of the City Charter, and elects to use the Bonus Year, as provided in sec. 36-04-1-f of the City Charter, to meet the minimum age for retirement eligibility or to add to the employee's creditable service, shall be entitled, if the employee has at least 15 years of creditable service, which may include the Bonus Year, to the benefits referenced in subsection B.5., subject to the provisions of that section, or if the employee has at least 30 creditable years of service, which may include the Bonus Year, to the benefits reference in subsection B.5., subject to the provisions of that section, and shall be subject to the cost of coverage provisions under Article C.3.(a) or (b). Thereafter, such employees who retire on a normal pension during 2010 shall, subject to the provisions of those sections, be eligible for the benefits referenced in subsection B.5. and shall be subject to the cost of coverage provisions under Article C.3.(a) or (b).7. 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

City of Milwaukee Proposal to TEAM Oct 2, 2009

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.

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

1. Employees in Active Service

a. For Employees Enrolled in the Basic Plan for calendar years 2010 and 2011.

- (1) Except as provided in subsection E., below, prior to the implementation of a Health Risk Assessment (HRA), an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$75.00 per month for single enrollment when such employee's enrollment status is single and \$150.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's 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.
- (2) Except as provided in subsection E., below, effective the first full calendar month following implementation of the annual HRA for active employees enrolled in the Basic Plan, the employee contributions shall be as follows:
  - i. The employee contribution shall increase to \$85.00 per month for single enrollment when an employee's enrollment status is single and to \$170.00 per month for family enrollment 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 C.1.a.(2)i., above, for each adult covered by the plan (maximum of two,

City of Milwaukee Proposal to TEAM Oct 2, 2009

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 for calendar years 2010 and 2011.

- (1) Except as provided in subsection E., below, during calendar years 2010 through 2011, the City will contribute an amount towards meeting the subscriber cost for enrollment in the HMO plan elected of 100% of the monthly subscriber cost of enrollment in the HMO offered by the City pursuant to subsection A.2., above, having the lowest single enrollment subscriber cost to the City, when an employee's enrollment status is single or up to 100% of the monthly subscriber cost of family enrollment in the HMO offered by the City pursuant to subsection A.2., above, having the lowest family enrollment subscriber cost to the City when an employee's enrollment status is family. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of

City of Milwaukee Proposal to TEAM Oct 2, 2009

excess cost deducted from his/her paycheck on a monthly basis.

- (2) 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.
- (3) Except as provided in subsection E., below, effective the first full calendar month following implementation of the annual HRA an employee enrolled in the 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 C.1.b.(3)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

City of Milwaukee Proposal to TEAM Oct 2, 2009

is family.

- (4) In addition to the amounts specified in subsection C.1.b.(2) and (3), 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.
  - (5) The amount of employee contribution shall be deducted from the employee's paycheck on a monthly basis.
- c. Employees who exhaust their sick leave during the term of this Agreement shall be permitted to maintain the benefits for the plan they were covered under on the date their sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. The City's contribution towards the cost of maintaining the benefits during this period shall be as provided for in C.1., above. An employee returning from an unpaid medical leave, during which time he/she was receiving paid health insurance benefits under this provision, must remain in continuous active service for at least 15 calendar days to become eligible for another six-month extension of the health insurance coverage benefit provided hereunder. This provision shall not cover retirees (including disability retirements).
- d. The maximum City contributions provided above shall be determined by the employees' effective enrollment status; when their 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.

2. Duty Disability

Depending on the individual's single/family enrollment status for calendar years 2007 through 2009, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection C.1 of this Article, above.

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

- a. Except as noted below, eligible employees under subsection B.5., who retire between January 1, 2010 and December 31, 2011 and who are enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$30 per month for single enrollment when such employee's enrollment status is single and \$60 per month for family enrollment when such employee's enrollment status is family. The amount of retiree contribution shall be deducted from the retiree's pension check. Any subscriber costs for single or family enrollment in excess of the above stated amounts shall be paid by the City. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost plan to retirees offered by the City, the foregoing \$30 employee contribution shall be waived. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost plan to retirees offered by the City, the foregoing \$60 employee contribution shall be waived.
- b. Except as noted below, for eligible employees under subsection B.5., who retire between January 1, 2010 and December 31, 2011 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for single enrollment for retirees in



City of Milwaukee Proposal to TEAM Oct 2, 2009

the HMO plan elected of 100% of the monthly subscriber cost of single enrollment in the Plan offered by the City pursuant to subsection A.1. or 2., above, having the lowest single enrollment subscriber cost for retirees to the City. For eligible employees under subsection B.5., who retire between January 1, 2010 and December 31, 2011 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for family enrollment in the HMO plan elected of 100% of the monthly subscriber cost of family enrollment for retirees in the Plan offered by the City pursuant to subsection A.1. or 2., 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.

- c. 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.

d. Surviving Spouse

The provisions of subsection C.3. shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsection B.5. of this Article.

D. Cost of Coverage -- Dental Plan

In calendar years 2010 through 2011, 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. For half-time employees, the City shall contribute an amount up to \$6.50 per month for single enrollment and an amount up to \$18.75 per month for family enrollment towards meeting the subscriber cost of the dental plan elected. If the subscriber cost for single or family enrollment in the Dental Plan exceeds the maximum City contribution provided, the employees shall have the amount of such excess cost deducted from their paycheck on a monthly basis.

E. Pro rata Credit for Half-time Employees

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 or more shall contribute the following amount toward meeting the subscriber cost in the Plan elected:

1. An employee enrolled in the Basic Plan (single or family enrollment status) shall contribute an amount equal to fifty (50%) percent of the City contribution toward meeting the cost of the premium of the enrollment status elected as provided under subsection C.1.a., above; or
2. An employee enrolled in a HMO Plan with single enrollment status shall contribute an amount equal to twenty-five (25%) percent of the City contribution toward meeting the cost of the single premium of the HMO Plan elected as provided under subsection C.1.b, above; or
3. An employee enrolled in a HMO Plan with family enrollment status shall

City of Milwaukee Proposal to TEAM Oct 2, 2009

contribute an amount equal to forty (40%) percent of the City contribution toward meeting the cost of the family premium of the HMO Plan elected as provided under subsection C.1. b, above.

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

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

F. Self-Administration Offset

The per capita subscriber costs associated with the health or dental insurance coverage provided by each of the plans listed in A., above, include 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 C., D. and E., above for employees covered by such a self-administered plan shall be reduced by an amount equal to one hundred percent (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. This provision shall not increase the dollar contributions paid by the employee during the term of this Agreement.

G. Non-duplication

1. If more than one City employee is a member of the same family, as defined in provisions of the Plans defined in A., above, the coverage shall be limited to one

City of Milwaukee Proposal to TEAM Oct 2, 2009

family plan, regardless of the date either spouse entered City Service.

2. When a member of the employee's family, as the term "family" is defined in the provisions of the Plans defined in subsections A.1. or A.2. of this Article, above, is a City retiree receiving City Health Insurance benefits, the coverage shall be limited to one family plan.
3. For an employee who retires, 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 A.1. or A.2. hereof, the retiree coverage provided by the City shall be limited to one plan.
4. In the event a program of health insurance is adopted by the Federal or State government and the City is required 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.
5. A retiree shall be ineligible to receive the retiree health insurance benefits provided hereunder only to the extent the retiree received such benefits from other employment or from the employment of the retiree's spouse if the benefits received by the spouse cover the retiree.
6. 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.
7. 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%.
8. 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 C., above, towards the cost of coverage for the City's Medicare Supplemental Plan.

H. Right of City to Select Carrier

City of Milwaukee Proposal to TEAM Oct 2, 2009

The City retains the right to select and, from time to time, to change any of its carriers that provide the benefits set forth in A., 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).

I. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in subsections A.1. or A.2., 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.

J. There shall be a 270-day waiting period for pre-existing conditions for the benefits provided by the basic plan.

K. An employee who is recalled from layoff for a period of less than twenty (20) consecutive work days shall not be entitled to the benefits provided under A.1., A.2., A.3., or A.4., above.

L. Effective Date

Except where specifically provided otherwise herein, the provisions of this Article shall be effective from January 1, 2010, through December 31, 2011.

**ARTICLE 15**

**LIFE INSURANCE**

A. Amount of Life Insurance Coverage

1. 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.
2. Optional Coverage. During an annual open enrollment period 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.
3. 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 sixty-fifth (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. "Employee" shall have the meaning given in S350-25(3) of the Milwaukee Code of Ordinances.
4. 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.

B. Adjustment of Coverage

City of Milwaukee Proposal to TEAM Oct 2, 2009

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. "Annual Base Salary Rate" means an amount equivalent to the employee's biweekly base salary, as defined and determined under the BASE SALARY provision of this Agreement, divided by fourteen and then multiplied by three hundred and sixty-five.

C. Conditions and Eligibility for Election of Coverage

1. Subject to the terms and conditions provided below, employees who elect this life insurance coverage 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.
2. The election of life insurance coverage shall be in a manner prescribed by the City.
3. An employee meeting the eligibility requirements for election of life insurance coverage must make such election within 30 calendar days after eligibility is first established. Otherwise the election shall be made only on such terms as are established by the City and/or its life insurance carrier.
4. An employee shall become entitled to these life insurance coverage benefits 30 calendar days after electing such coverage.
5. An employee re-employed subsequent to a separation from active service must re-establish eligibility for life insurance coverage in the same way as a new employee.
6. An employee who has previously waived life insurance coverage provided by the City shall be permitted to elect life insurance coverage only on such terms as are established from time to time by the City and/or its life insurance carrier.

D. Cost of Life Insurance Coverage

Eligible employees who elect life insurance coverage shall pay to the City an

City of Milwaukee Proposal to TEAM Oct 2, 2009

amount equal to 21 cents per month for each \$1,000 of coverage in excess of \$35,000.

Eligible half-time employees shall pay to the City an amount equal to 21 cents per month for each \$1,000 of coverage in excess of \$18,000. The City shall make all other necessary payments for the life insurance coverage.

E. Conditions and Limitations on Benefits

1. An employee eligible to elect life insurance coverage must elect the maximum amount to which the employee is entitled under Base Coverage.
2. 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.
3. The terms and conditions for receipt of life insurance benefit shall be as provided for either in the contract between the City and the carrier providing the benefits or, if the City elects to self-insure, by the City.

F. Right of the City to Change Carrier

The City may select and change the carrier(s) that provide the benefits set forth above. The City may also provide these life insurance benefits on a self-insured basis.



**ARTICLE 16**

**MISCELLANEOUS ALLOWANCES**

A. Tuition Reimbursement

1. For courses qualifying for tuition reimbursement, subject to the conditions and standards established by the City, the City shall provide the employee reimbursement of his/her tuition fees up to a combined maximum of \$2200 for the calendar years 2009 and 2010 and a combined maximum of \$2200 for the calendar years 2011 and 2012.
2. Any portion of the specified reimbursement in A.1., above, may be applied to the costs of textbooks and laboratory fees.
3. Of the specified reimbursement in A.1., above, a maximum reimbursement of \$125 may be applied for approved professional dues.
4. Of the specified reimbursement in A.1., above, tuition reimbursement will also cover an approved job-related short course.
5. 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 A. of this Article, independent of B. Educational Days With Pay, below.
6. The City shall administer this program in accordance with practices established for the City's general reimbursement program.
7. 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. An employee is eligible for this program immediately after date of hire.
8. Payment of reimbursement described under 16.A.1., above, shall be made as soon as is administratively practicable after the reimbursement application and

City of Milwaukee Proposal to TEAM Oct 2, 2009

evidence of successful completion of the approved courses of study is received.

The City may pay up front the 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 criteria as established by the City's Training and Development Services Unit, payment will be deducted from the employee's paycheck.

B. Educational Days With Pay

Subject to the approval of their department or division head, employees are entitled to receive up to two (2) calendar days off with pay per calendar year to attend outside seminars scheduled during their normal workday. Such seminars must be job related. The department head or division head shall take into consideration the department needs in making a determination if such days off will be approved. Employees granted time off with pay under this provision are not eligible for reimbursement of any of the costs of the seminar under Tuition Reimbursement benefit provision.

C. Automobile Allowance

1. Effective the next month following the execution date of this Agreement, the City shall reimburse an employee in active service, who is required as a condition of employment to have a private automobile available for use on City business, a base amount of seventy-five dollars (\$75) per month or payment for each mile driven on official City business during that month at the IRS standard mileage rate per mile, whichever is greater. (On 01/01/09, the IRS standard mileage rate is \$0.55 cents per mile.) Employees who as of the execution date of this Agreement are receiving a base rate greater than seventy-five dollars (\$75) per month shall be "grand-fathered" to the greater base rate, as long as they hold their current position.
2. In order to receive reimbursement, an eligible employee shall submit a record of mileage incurred on City business during the month and attest to the accuracy of such mileage on a form approved by the Comptroller. All private automobile

City of Milwaukee Proposal to TEAM Oct 2, 2009

reimbursement payments to employees exceeding 1,000 miles monthly shall be concurred by the Finance and Personnel Committee before payment is made.

3. Effective the next month following the execution date of this Agreement, reimbursement forms shall be submitted on a monthly basis on or before the last workday of the following month. An employee who is required to have a private automobile available for use on City business shall have at least the minimum insurance coverage prescribed by state law and shall have declared the use of his/her automobile on city business to his insurance company to protect the city's interests. It shall be the responsibility of the department head to see that the employee is adequately covered by such insurance before he/she approves the use of a private vehicle on City business and reimbursement for such use.

D. Safety Shoes

1.
  - a. The City shall reimburse an employee whose work the City determines requires that the employee wear safety shoes. The reimbursement amount shall be up to a maximum of one hundred fifteen dollars (\$115) per year in calendar years 2010 through 2011. During the term of this contract, non-field employees shall be entitled to reimbursement in 2010 or 2011, but not in all both years.
  - b. Any employee can request reimbursement for replacing safety shoes that are damaged in a job site incident, if said safety shoes are determined to no longer provide useful protection as a result of the job site incident. Reimbursement shall be up to the amount provided under 16.D.1.a., above, for the respective year of the job site incident.
2. Employees 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.

City of Milwaukee Proposal to TEAM Oct 2, 2009

- b. Proof of purchase must be presented to the immediate management supervisor prior to December 31st of the calendar year in which the claim is made, unless the claim is for reimbursement under 16.D.1.b, above. Proof of purchase shall consist of a dated receipt bearing the name of the employee which clearly shows that one pair of safety shoes was purchased.
  - c. The style of shoe must meet department requirements.
  - d. A minimum of eight weeks on the payroll is required during the year in which a claim is made.
  - e. Reimbursement requests that are made under 16.D.1.b., above, shall include verification of the job site incident.
3. No employee may participate in more than one City sponsored safety shoe program.

E. License Fees

The City shall reimburse an employee up to \$60.00 biannually toward the cost of his/her Professional Engineer, Registered Architect, Registered Land Surveyor or Registered Designer license fee. Notwithstanding the above, if the license is used to advance through M-steps in lieu of course work, an employee shall not be eligible for reimbursement until such time the employee meets the M-step advancement requirements through criteria other than the professional license.

F. Bus Discount Fare Program

The City's Bus Discount Fare Program for non-represented employees shall be extended to employees represented by TEAM.

G. Half-Time Employees

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

Vacations

City of Milwaukee Proposal to TEAM Oct 2, 2009

Holidays  
Sick Leave  
Funeral Leave  
Sick Leave Incentive Program  
Jury Duty  
Tuition and Textbook Reimbursement  
Life Insurance

In addition, an employee shall be eligible for one "09" Day and Health Insurance.

Payment of Health Insurance premiums shall be prorated. Eligibility for the above benefits shall be confined to the actual employment period.

**ARTICLE 17**

**SENIORITY FOR LAYOFF PURPOSES**

- A. 1. (a) Seniority for layoff purposes is defined as the relative status of an employee based upon his/her regular appointment date in a particular job title and job represented by the Union within the department; to which will be added, in case of a reduction to a lower classification, the seniority the affected employee had in other job titles and jobs represented by the Union within the department. Where general job titles exist and are involved in a prospective layoff, the uniqueness of a "job" will be determined by the City on the basis of whether it is the City's current practice generally to conduct separate examinations for entry into the position, or the employee has entered the position customarily by special City Service procedures, or extensive specialized training in excess of five months is required after appointment.
- (b) For the purposes of layoff, up to four officers of the union (the president and three additional officers of the union) shall have seniority preference over all other employees in their respective jobs and job titles within the department.
2. Effective November 28, 2000, the conditions under which a manager or supervisor may return to the TEAM bargaining unit or retain seniority shall be as stated in Section 17.A.2.(a) and (b) below. Prior to that date, Section 17.A.2. of the 1997-1998 City/Union labor agreement shall apply.
- (a) An employee who accepts a promotion into a management or supervisory position shall retain his/her seniority, but shall not be entitled to accumulate any additional seniority while holding a management or supervisory position.
- (b) Upon a reduction in supervisory and/or managerial positions, the

City of Milwaukee Proposal to TEAM Oct 2, 2009

supervisory or managerial employee affected may return to a job or job title he/she previously held in the TEAM bargaining unit, provided it does not result in any current TEAM represented employee being laid off or transferred outside of the TEAM bargaining unit.

- B. Effective Pay Period 1, 2010 thru Pay Period 26, 2011, there shall be no layoffs of bargaining unit employees with the exception of seasonal layoffs, layoffs due to loss of grant funding, or layoffs due to loss of reimbursement for specific programs or positions. This provision shall expire at the end of Pay Period 26, 2011.
- C. If the City reduces its work force, it shall give the Union at least four weeks notice prior to the effective date of the layoff of the initially affected employee. The City and the Union shall meet within three working days of the notice to discuss layoffs. The City, at this meeting, shall provide the Union with a current seniority list of the department. At this meeting, the Union will identify those employees who are subject to the terms of A.1.(b), above.
- D.
  - 1. When layoffs are occasioned by emergency or are not expected to exceed 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 working days to fully apprise it of its reasons for layoff and the expected duration thereof.
  - 2. When layoffs occur in jobs or are occasioned by layoffs in jobs in divisions where seasonal fluctuations are traditional, the provisions of B. and C.1., above, as regards notice by the City and the requirements of meeting with the Union shall not apply.
  - 3. When seasonal layoffs or recalls occur in classifications where subsequent layoffs or recalls are likely or in work activities in which the last work will be performed in subsequent weeks, the City shall have the right to layoff or recall employees out of their order of seniority for a period of up to 20 work days. Where the employee elects to waive recall to the first opening and agrees to wait until

City of Milwaukee Proposal to TEAM Oct 2, 2009

"primary" jobs open in the "main" division, the City will not challenge unemployment compensation.

- E. 1. When it becomes necessary to reduce the work force in a particular job, the employees with the least seniority in the job and job title shall be laid off and bump the least senior employee holding a job and job title which the affected employee held if:
- a) The affected employee has more seniority.
  - b) The affected employee is capable of performing the job of the employee with lesser seniority.
  - c) The affected employee transfers or bumps to a position in the same or lower pay range than the affected employee currently holds.
2. When an employee with insufficient seniority has, in the judgment of the City and the Union, an obvious ability to perform a related job within the same division in the same or lower pay range held by an employee or employees with lesser seniority, the City and Union may discuss and determine placement of such affected employee in such job. When such conditions are met and the City and the Union are in disagreement, an affected employee who meets minimum qualifications shall be given upon request, an appropriate qualifying examination and/or appropriate physical examination and the employee shall be allowed to take a transfer or reduction in rank if the employee achieves a passing grade.

F. Breaks in Seniority

1. Union bargaining unit seniority shall be broken when an employee:
- a) Retires;
  - b) Resigns from City Service;
  - c) Is discharged and the discharge is not reversed;
  - d) Is terminated during his/her initial probationary period;
  - e) Is not recalled from a layoff for a period of three years if the layoff results in a discontinuation of the employee's service with the City;



City of Milwaukee Proposal to TEAM Oct 2, 2009

- f) Is recalled from a layoff and does not report for work within three calendar weeks;
  - g) Does not return at the expiration of a leave of absence;
  - h) Is transferred/promoted to a non-management or non-supervisory classification outside the Union bargaining unit and successfully completes the probationary period for that position.
2. Classification seniority shall be broken when an employee:
- a) Is terminated during a probationary period;
  - b) Is voluntarily or involuntarily demoted.
  - c) Is not recalled from a layoff for a period of eleven (11) years, if during the layoff the employee's service with the City is continuous.

In case of b), 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.

- G. 1. A senior employee who elects to take 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 job falls. However, an employee who elects to take a position in a rate range which has special attainment steps, who meets the qualifications prescribed, or who would have qualified for them on the date the appropriate contract became effective, shall be paid the appropriate step. In no event shall the employee by application of this provision be paid in excess of the rate of pay the employee was earning prior to his/her reduction.
2. When an employee who has been reduced in rank from a position the employee previously held is recalled to a job classification in a pay level above his/her current position but lower than the pay levels of the original position, the employee will be paid at a rate nearest the rate paid in the original position. In no event shall the employee, by application of this clause, be paid in excess of

City of Milwaukee Proposal to TEAM Oct 2, 2009

the rate he was earning prior to his reduction. This paragraph will not apply to the laborer and other related positions now covered by the "time in grade" rule for positions affected by seasonal fluctuations.

- H. 1. Recall to the job shall be by application of seniority in reverse order of layoff. An employee who has not qualified for a lower rated job shall not be recalled until the position the employee held at the time of his/her layoff again becomes available.
- 2. When a reduction affects an employee who held a previous position in another division and the employee is to return to that division, the employee shall be reinstated to all previous promotion lists that the employee was on before being promoted.
- 3. Where an employee with ten years of seniority service in a given department is promoted or transferred to another department and is subsequently affected by a reduction in force in the new department that would result in a discontinuation of the employee's service with the City, such employees shall have an option (which must be exercised, if at all, within five days of the employee's notice of such reduction in force) to return to such former department and thereupon exercise such seniority rights as the employee has in said former department in accordance with paragraph D of this Article.
- I. Employees in an affected job and job title having the same starting date shall have their relative seniority status determined as follows:
  - 1. If said employees' names appear on a single eligible list for the affected job, then their relative seniority status shall be determined by their rank on the eligible list. Ranking procedures for eligible lists are governed by City Civil Service rules and procedures.
  - 2. If rank on an eligible list is not determinative, relative seniority status shall be determined by lot at the Division of Labor Relations with a Union member present.

City of Milwaukee Proposal to TEAM Oct 2, 2009

- J. 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 subject to the provisions of this Article. An employee hired on an exempt basis by the City directly into such a program or project shall not be subject to the provisions of this article. An employee transferred into one of said programs or projects who had attained City Service status at time of entry into such programs or projects shall continue to accrue seniority during the course of his/her service in such programs or projects and shall be subject to the provisions of this Article.
- K. This Article is extended pro tanto to the following departments in which members of TEAM are employed and to any other departments that are certified into TEAM during the duration of this Agreement:
- Department of Neighborhood Services
  - Department of Public Works
  - Engineering Division of the Port of Milwaukee
  - Department of City Development
- Each of said departments will be administered as a separate unit for purposes of seniority in case of layoff.
- L. Except for employees in positions covered by subsection A.2., above, or L., below, employees covered by this Agreement from and after August 5, 1990, shall not have bumping and recall rights to positions outside the Union's bargaining unit.
- M. In the event another City union agrees to allow employees in positions represented by TEAM to bump into their bargaining unit and such agreement is included in their labor agreement with the City or an amendment to their labor agreement, then employees shall have bumping and recall rights to positions outside the Union bargaining unit as provided in that affected Union's labor agreement with the City.

**ARTICLE 18**

**JOINT CITY-UNION EARLY INTERVENTION PROGRAM**

A Joint City-Union Early Intervention Program shall be established in accordance with the May 12, 1993 agreement between the City and Union.

**ARTICLE 19**

**AMERICANS WITH DISABILITIES ACT (ADA)**

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

**ARTICLE 20**

**LONG TERM DISABILITY PROGRAM**

1. 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.
2. 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.
3. 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.
4. The City shall retain the right to manage, at its sole discretion, the administration and funding of the LTD benefit program, including, but not limited to selecting, changing, or terminating third party LTD benefit administrators, operating as the LTD benefit administrator, establishing and managing reserve funds in relation to the LTD benefit program, self-funding the LTD benefit program, and entering into or terminating insurance agreements in relation to the LTD benefit program.

**ARTICLE 21**

**MISCELLANEOUS PROVISIONS**

A. Subordinate to Charter

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.

B. Waiver of Negotiations

Each party waives the right and agrees that the other shall not be obligated to bargain collectively on any subject whether or not covered in this agreement during its term even though such subject may not have been within their knowledge or contemplation at the time they signed this agreement. This agreement may be amended only in writing and by mutual consent. This waiver does not apply to bargaining for a new agreement that would take effect after this agreement expires.

C. Ordinance and Resolution References

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

City of Milwaukee Proposal to TEAM Oct 2, 2009

not conflict with the specific provisions of this Agreement shall remain in force and effect.

D. Aid to Construction of Provisions of Agreement

For purposes of construction, this Agreement shall be considered to have been executed on the day the Agreement is approved by the Common Council.

E. Saving Clause

If any part of this agreement is held invalid by any tribunal of competent jurisdiction, or if compliance with or enforcement of any part is restrained, the remainder of this agreement shall not be affected.

F. Entire Agreement

The foregoing is intended to be an entire agreement between the parties and to be consistent with S111.70, Wisconsin Statutes. No verbal statement shall supersede any of its provisions.



Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

By:

By:

\_\_\_\_\_  
Roger A. Reed, President

\_\_\_\_\_  
Maria L. Monteagudo  
Employee Relations Director

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

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

For Technicians, Engineers and  
Architects of Milwaukee:

For the City of Milwaukee:

\_\_\_\_\_  
Dennis Sampson, Vice President

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

\_\_\_\_\_  
Eyad Mizian

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

\_\_\_\_\_  
Tom Tarkowski

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

\_\_\_\_\_  
Joseph Winiarski

\_\_\_\_\_  
W. Martin Morics, Comptroller

\_\_\_\_\_  
Zafar Yousuf

\_\_\_\_\_  
Michael J. Murphy, Chairman  
Finance and Personnel Committee

**Signatures**

07-09doc  
labr/team

### **Appendix "A" - 2010-2011 Rates of Pay**

The following chart expresses the 2009 rates of pay effective Pay Period 14, 2009 (June 1, 2009).

#### Pay Range 619

##### Official Rate - Biweekly

\$1,624.44	\$1,695.25	\$1,769.18	\$1,846.36	\$1,940.96
------------	------------	------------	------------	------------

#### Pay Range 620

##### Official Rate - Biweekly

\$1,695.25	\$1,769.18	\$1,846.36	\$1,926.84	\$2,010.87	\$2,098.56*
\$2,190.02*	\$2,299.70*				

\*Technical "M" Ranges.

#### Pay Range 621

##### Official Rate - Biweekly

\$1,926.84	\$2,010.87	\$2,098.56	\$2,190.02	\$2,299.70
------------	------------	------------	------------	------------

#### Pay Range 622

##### Official Rate - Biweekly

\$2,010.87	\$2,098.56	\$2,190.02	\$2,285.56	\$2,385.19	\$2,489.20*
\$2,611.92*					

\*Technical "M" Ranges.

#### Pay Range 624

##### Official Rate - Biweekly

\$1,926.84	\$2,010.87	\$2,098.56	\$2,190.02	\$2,299.70
------------	------------	------------	------------	------------

#### Pay Range 625

##### Official Rate - Biweekly

\$2,139.40	\$2,242.07	\$2,349.74	\$2,462.50	\$2,580.68	\$2,704.57
\$2,834.38					

Pay Range 626

Official Rate - Biweekly

\$2,190.02	\$2,285.56	\$2,385.19	\$2,489.20	\$2,611.92
------------	------------	------------	------------	------------

Pay Range 627

Official Rate - Biweekly

\$2,385.19	\$2,489.20	\$2,597.77	\$2,710.96	\$2,843.31
------------	------------	------------	------------	------------

Pay Range 628

Official Rate - Biweekly

\$2,488.35	\$2,597.77	\$2,710.96	\$2,829.15	\$2,966.68
------------	------------	------------	------------	------------

Pay Range 629

Official Rate - Biweekly

\$2,488.35	\$2,597.85	\$2,712.14	\$2,831.50	\$2,956.08	\$3,086.15
\$3,221.92					

Pay Range 630

Official Rate - Biweekly

\$2,829.15	\$2,952.51	\$3,081.30	\$3,215.63	\$3,370.06
------------	------------	------------	------------	------------

## **APPENDIX B**

### **WELLNESS AND PREVENTION**

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

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

A Wellness and Prevention Committee shall be established to assist the consultant in the design of the Wellness and Prevention Program and to provide oversight of the program. The Wellness and Prevention Committee shall be comprised of nine union members appointed by the unions and three management representatives appointed by the Mayor. Two of the nine union members on the Wellness and Prevention Committee shall be Milwaukee District Council 48, AFSCME members as determined by District Council 48. The City has agreed that two of the nine union members on the Wellness and Prevention Committee shall be Milwaukee Police Association (MPA) members as determined by the MPA and one member of the nine union members will be from Local 215 as determined by Local 215. The City has agreed that one of the nine members shall be a member from either the Milwaukee Building and Construction Trades Council (MBCTC) or Lo. 494, DPW-Electrical Group as determined jointly by MBCTC and Lo. 494, DPW-Electrical Group. The City agrees that one of the nine members shall be a member from the Technicians,

Engineers and Architects of Milwaukee (TEAM) as determined by TEAM. The City agrees that no other Union except DC48 and MPA may have more than one voting member on the Committee. The City has also agreed to allow other union presidents and union staff representatives or business agents to attend and participate in all Committee meetings, but only the nine members of the Committee will be allowed to officially make decisions and/or vote if necessary.

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

The City shall develop a Request for Proposals (RFP) and solicit bids from third party vendors qualified to implement the Wellness and Prevention Program. Upon conclusion of the bidding process, the City shall meet with the unions to review the results of the RFP. The committee shall decide on the vendors giving due consideration to all City policies associated with the selection procedures. The City shall not spend more than two million dollars per year, including the cost of conducting the HRA, on the Wellness and Prevention Program.

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

# TECHNICIANS, ENGINEERS AND ARCHITECTS OF MILWAUKEE

## TABLE OF CONTENTS

<b><u>ARTICLE</u></b>	<b><u>Page</u></b>
<b>PREAMBLE .....</b>	<b>2</b>
<b>ARTICLE 1 .....</b>	<b>3</b>
DURATION .....	3
<b>ARTICLE 2 .....</b>	<b>4</b>
RECOGNITION.....	4
<b>ARTICLE 3 .....</b>	<b>5</b>
MANAGEMENT RIGHTS .....	5
<b>ARTICLE 4 .....</b>	<b>7</b>
UNION RIGHTS AND OBLIGATIONS .....	7
<b>ARTICLE 5 .....</b>	<b>10</b>
PROHIBITION OF STRIKES AND LOCKOUTS .....	10
<b>ARTICLE 6 .....</b>	<b>11</b>
GRIEVANCE PROCEDURE .....	11
<b>ARTICLE 7 .....</b>	<b>13</b>
ARBITRATION .....	13
<b>ARTICLE 8 .....</b>	<b>16</b>
HOURS OF WORK.....	16
<b>ARTICLE 9 .....</b>	<b>18</b>
SALARY PROVISIONS .....	18
<b>ARTICLE 10 .....</b>	<b>25</b>
PAY FOR TIME NOT WORKED.....	25
<b>ARTICLE 11 .....</b>	<b>29</b>
SICK LEAVE AND DISABILITY .....	29
<b>ARTICLE 12 .....</b>	<b>33</b>
LEAVES OF ABSENCE.....	33
<b>ARTICLE 13 .....</b>	<b>38</b>
PENSION BENEFITS.....	38
<b>ARTICLE 14 .....</b>	<b>40</b>
HEALTH INSURANCE .....	40
<b>ARTICLE 15 .....</b>	<b>58</b>
LIFE INSURANCE .....	58
<b>ARTICLE 16 .....</b>	<b>61</b>
MISCELLANEOUS ALLOWANCES.....	61

<b>ARTICLE 17 .....</b>	<b>66</b>
SENIORITY FOR LAYOFF PURPOSES .....	66
<b>ARTICLE 18 .....</b>	<b>72</b>
JOINT CITY-UNION EARLY INTERVENTION PROGRAM .....	72
<b>ARTICLE 19 .....</b>	<b>73</b>
AMERICANS WITH DISABILITIES ACT (ADA) .....	73
<b>ARTICLE 20 .....</b>	<b>74</b>
LONG TERM DISABILITY PROGRAM .....	74
<b>ARTICLE 21 .....</b>	<b>75</b>
MISCELLANEOUS PROVISIONS.....	75
<b>SIGNATURES.....</b>	<b>77</b>
<b>APPENDIX "A" - 2010-2011 RATES OF PAY .....</b>	<b>78</b>
<b>APPENDIX B .....</b>	<b>80</b>

MEMORANDUM OF UNDERSTANDING  
Between  
TECHNICIANS, ENGINEERS AND ARCHITECTS OF MILWAUKEE (TEAM)  
And  
THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

This Memorandum records the agreement reached on all items between the parties for the time period commencing January 1, 2010, and expiring December 31, 2011. The negotiating committee for Technicians, Engineers and Architects of Milwaukee (TEAM) (their signatures appear below) agree to support ratification and adoption of this Agreement to their principals.

Upon receiving notice from the negotiating committee of Technicians, Engineers and Architects of Milwaukee (TEAM) that their membership has properly ratified and adopted this Agreement, the City of Milwaukee Negotiating Team agrees to recommend the items contained in this Agreement to the Common Council of the City of Milwaukee and support their adoption.

Dated \_\_\_\_\_, 2009

Representatives of Technicians, Engineers and Architects of Milwaukee (TEAM)	Representatives of the City of Milwaukee



# MEMORANDUM OF UNDERSTANDING

Between

TECHNICIANS, ENGINEERS AND ARCHITECTS OF MILWAUKEE (TEAM)

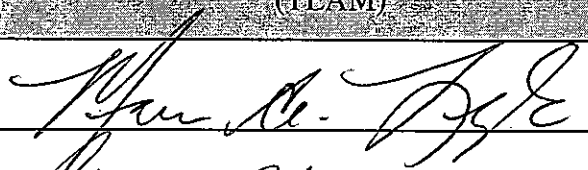


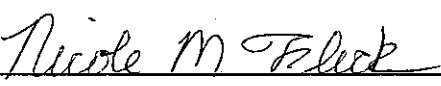

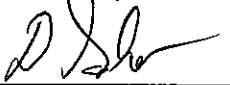
And

THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

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Dated NOVEMBER 12, 2009

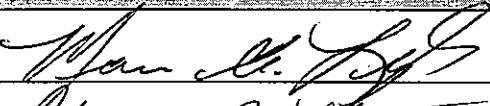

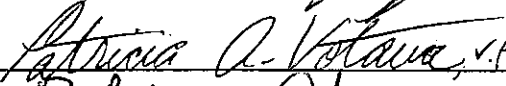
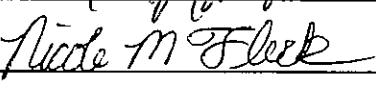
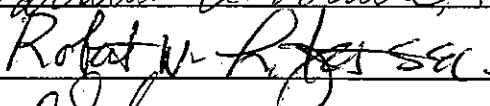

Representatives of Technicians, Engineers and Architects of Milwaukee (TEAM)	Representatives of the City of Milwaukee
	
	
	
	

MEMORANDUM OF UNDERSTANDING  
Between  
TECHNICIANS, ENGINEERS AND ARCHITECTS OF MILWAUKEE (TEAM)  
And  
THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

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Dated November 12, 2009

Representatives of Technicians, Engineers and Architects of Milwaukee (TEAM)	Representatives of the City of Milwaukee
	
	
	
	



Department of Employee Relations

Tom Barrett  
Mayor

Maria Monteagudo  
Director

Michael Brady  
Employee Benefits Director

Troy M. Hamblin  
Labor Negotiator

November 9, 2009

Mr. Maurice Lyles, President  
Technicians, Engineers, and Architects of Milwaukee  
841 North Broadway, Room #902  
City of Milwaukee

Re: Pay Step Advancement Letter Dated June 3, 2009

Dear Mr. Lyles:

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

Sincerely,

Troy M. Hamblin  
Labor Negotiator

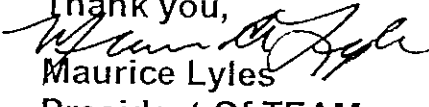
TMH:lk

WithdrawStepLetter\_TEAM\_ML\_11 06 2009.doc  
LABR/TEAM

Troy,

On October 22, 2009 the members of TEAM voted to accept the labor contract proposal that was presented to TEAM's negotiating team by the City of Milwaukee on October 2, 2009.

Thank you,

  
Maurice Lyles

President Of TEAM

10/26/2009

'09 OCT 26 PM 1:26

OCT 26 AM 9:39

From: Maurice Lyles (President TEAM)

TO: Troy Hamblin (City of Milwaukee Labor Negotiator)

Subject: Grievance #152-2009 Furloughs

November 12, 2009

Please be informed that TEAM is officially withdrawing any outstanding grievance over the issue of furloughs, including Grievance #152-2009.

Thank you,

Maurice A Lyles

President of TEAM

 NOVEMBER 12, 2009

'09 NOV 12 PM 3:17



**Department of Employee Relations**

**Tom Barrett**  
Mayor

**Maria Monteagudo**  
Director

**Michael Brady**  
Employee Benefits Director

**Troy M. Hamblin**  
Labor Negotiator

November 19, 2009

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

Dear Committee Members:      Re: Common Council File Number 070021

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- Analysis -

This report recommends approval of the necessary Salary Ordinance changes to implement the 2007-2009 and 2010-2011 Labor agreement between Technicians, Engineers and Architects of Milwaukee (TEAM), and the City of Milwaukee.

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This report concerns the implementation of the 2007-2009 and 2010-2011 labor agreement between Technicians, Engineers and Architects of Milwaukee (TEAM) and the City of Milwaukee with regard to rates of pay and special pay provisions.

**Base Salary, 2007-2009 Agreement**

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

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

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

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

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

**Base Salary, 2010-2011 Agreement**

Effective Pay Period 1, 2010, the agreement specifies no increase across the board wage increase

over Pay Period 26, 2009 wage rates.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Monteagudo', written over the printed name.

MARIA MONTEAGUDO  
Employee Relations Director

MM:fcw

Attachments: 2007- 2009 Salary Ordinance Changes

**2008 SALARY ORDINANCE CHANGES  
FOR TECHNICIANS, ENGINEERS AND ARCHITECTS OF MILWAUKEE (TEAM)**

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

Pay Range 619

Official Rate-Biweekly (2008)

1,576.67	1,645.40	1,717.15	1,792.06	1,883.87
----------	----------	----------	----------	----------

Pay Range 620

Official Rate-Biweekly (2008)

1,645.40	1,717.15	1,792.06	1,870.17	1,951.73
*	*	*		
2,036.84	2,125.61	2,232.07		

\*Technical "M" Ranges

Pay Range 621

Official Rate-Biweekly (2008)

1,870.17	1,951.73	2,036.84	2,125.61	2,232.07
----------	----------	----------	----------	----------

Pay Range 622

Official Rate-Biweekly (2008)

1,951.73	2,036.84	2,125.61	2,218.34	2,315.04
*	*			
2,415.99	2,535.11			

\*Technical "M Ranges

Pay Range 624

Official Rate-Biweekly (2008)

1,870.17	1,951.73	2,036.84	2,125.61	2,232.07
----------	----------	----------	----------	----------

Pay Range 625

Official Rate-Biweekly (2008)

2,076.49	2,176.13	2,280.64	2,390.08	2,504.78
2,625.03	2,751.02			



Pay Range 626

Official Rate-Biweekly (2008)

2,125.61	2,218.34	2,315.04	2,415.99	2,535.11
----------	----------	----------	----------	----------

Pay Range 627

Official Rate-Biweekly (2008)

2,315.04	2,415.99	2,521.37	2,631.23	2,759.69
----------	----------	----------	----------	----------

Pay Range 628

Official Rate-Biweekly (2008)

2,415.17	2,521.37	2,631.23	2,745.95	2,879.44
----------	----------	----------	----------	----------

Pay Range 629

Official Rate-Biweekly (2008)

2,415.17	2,521.45	2,632.38	2,748.23	2,869.14
2,995.39	3,127.17			

Pay Range 630

Official Rate-Biweekly (2008)

2,745.95	2,865.68	2,990.67	3,121.06	3,270.94
----------	----------	----------	----------	----------

**2008 SALARY ORDINANCE CHANGES  
FOR TECHNICIANS, ENGINEERS AND ARCHITECTS OF MILWAUKEE**

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

Pay Range 619

Official Rate-Biweekly (2008)

1,592.44	1,661.85	1,734.32	1,809.98	1,902.71
----------	----------	----------	----------	----------

Pay Range 620

Official Rate-Biweekly (2008)

1,661.85	1,734.32	1,809.98	1,888.87	1,971.25
*	*	*		
2,057.21	2,146.87	2,254.39		

\*Technical "M" Ranges

Pay Range 621

Official Rate-Biweekly (2008)

1,888.87	1,971.25	2,057.21	2,146.87	2,254.39
----------	----------	----------	----------	----------

Pay Range 622

Official Rate-Biweekly (2008)

1,971.25	2,057.21	2,146.87	2,240.52	2,338.19
*	*			
2,440.15	2,560.46			

\*Technical "M Ranges

Pay Range 624

Official Rate-Biweekly (2008)

1,888.87	1,971.25	2,057.21	2,146.87	2,254.39
----------	----------	----------	----------	----------

Pay Range 625

Official Rate-Biweekly (2008)

2,097.25	2,197.89	2,303.45	2,413.98	2,529.83
2,651.28	2,778.53			

Pay Range 626

Official Rate-Biweekly (2008)

2,146.87	2,240.52	2,338.19	2,440.15	2,560.46
----------	----------	----------	----------	----------

Pay Range 627

Official Rate-Biweekly (2008)

2,338.19	2,440.15	2,546.58	2,657.54	2,787.29
----------	----------	----------	----------	----------

Pay Range 628

Official Rate-Biweekly (2008)

2,439.32	2,546.58	2,657.54	2,773.41	2,908.23
----------	----------	----------	----------	----------

Pay Range 629

Official Rate-Biweekly (2008)

2,439.32	2,546.66	2,658.70	2,775.71	2,897.83
3,025.34	3,158.44			

Pay Range 630

Official Rate-Biweekly (2008)

2,773.41	2,894.34	3,020.58	3,152.27	3,303.65
----------	----------	----------	----------	----------

**2009 SALARY ORDINANCE CHANGES  
FOR TECHNICIANS, ENGINEERS AND ARCHITECTS OF MILWAUKEE (TEAM)**

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

Pay Range 619

Official Rate-Biweekly (2009)

1,608.36	1,678.47	1,751.66	1,828.08	1,921.74
----------	----------	----------	----------	----------

Pay Range 620

Official Rate-Biweekly (2009)

1,678.47	1,751.66	1,828.08	1,907.76	1,990.96
*	*	*		
2,077.78	2,168.34	2,276.93		

\*Technical "M" Ranges

Pay Range 621

Official Rate-Biweekly (2009)

1,907.76	1,990.96	2,077.78	2,168.34	2,276.93
----------	----------	----------	----------	----------

Pay Range 622

Official Rate-Biweekly (2009)

1,990.96	2,077.78	2,168.34	2,262.93	2,361.57
*	*			
2,464.55	2,586.06			

\*Technical "M Ranges

Pay Range 624

Official Rate-Biweekly (2009)

1,907.76	1,990.96	2,077.78	2,168.34	2,276.93
----------	----------	----------	----------	----------

Pay Range 625

Official Rate-Biweekly (2009)

2,118.22	2,219.87	2,326.48	2,438.12	2,555.13
2,677.79	2,806.32			

Pay Range 626

Official Rate-Biweekly (2009)

2,168.34	2,262.93	2,361.57	2,464.55	2,586.06
----------	----------	----------	----------	----------

Pay Range 627

Official Rate-Biweekly (2009)

2,361.57	2,464.55	2,572.05	2,684.12	2,815.16
----------	----------	----------	----------	----------

Pay Range 628

Official Rate-Biweekly (2009)

2,463.71	2,572.05	2,684.12	2,801.14	2,937.31
----------	----------	----------	----------	----------

Pay Range 629

Official Rate-Biweekly (2009)

2,463.71	2,572.13	2,685.29	2,803.47	2,926.81
3,055.59	3,190.02			

Pay Range 630

Official Rate-Biweekly (2009)

2,801.14	2,923.28	3,050.79	3,183.79	3,336.69
----------	----------	----------	----------	----------

**2009 SALARY ORDINANCE CHANGES  
FOR TECHNICIANS, ENGINEERS AND ARCHITECTS OF MILWAUKEE (TEAM)**

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

Pay Range 619

Official Rate-Biweekly (2009)

1,624.44	1,695.25	1,769.18	1,846.36	1,940.96
----------	----------	----------	----------	----------

Pay Range 620

Official Rate-Biweekly (2009)

1,695.25	1,769.18	1,846.36	1,926.84	2,010.87
*	*	*		
2,098.56	2,190.02	2,299.70		

\*Technical "M" Ranges

Pay Range 621

Official Rate-Biweekly (2009)

1,926.84	2,010.87	2,098.56	2,190.02	2,299.70
----------	----------	----------	----------	----------

Pay Range 622

Official Rate-Biweekly (2009)

2,010.87	2,098.56	2,190.02	2,285.56	2,385.19
*	*			
2,489.20	2,611.92			

\*Technical "M Ranges

Pay Range 624

Official Rate-Biweekly (2009)

1,926.84	2,010.87	2,098.56	2,190.02	2,299.70
----------	----------	----------	----------	----------

Pay Range 625

Official Rate-Biweekly (2009)

2,139.40	2,242.07	2,349.74	2,462.50	2,580.68
2,704.57	2,834.38			

Pay Range 626

Official Rate-Biweekly (2009)

2,190.02	2,285.56	2,385.19	2,489.20	2,611.92
----------	----------	----------	----------	----------

Pay Range 627

Official Rate-Biweekly (2009)

2,385.19	2,489.20	2,597.77	2,710.96	2,843.31
----------	----------	----------	----------	----------

Pay Range 628

Official Rate-Biweekly (2009)

2,488.35	2,597.77	2,710.96	2,829.15	2,966.68
----------	----------	----------	----------	----------

Pay Range 629

Official Rate-Biweekly (2009)

2,488.35	2,597.85	2,712.14	2,831.50	2,956.08
----------	----------	----------	----------	----------

3,086.15	3,221.92
----------	----------

Pay Range 630

Official Rate-Biweekly (2009)

2,829.15	2,952.51	3,081.30	3,215.63	3,370.06
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**F&P FILE NUMBER: 070021**

[illegible]





## Legislation Details (With Text)

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**File #:** 070024      **Version:** 1

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

**File created:** 4/17/2007      **In control:** FINANCE & PERSONNEL COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution to ratify and confirm the final agreements between the City of Milwaukee and The Association of Municipal Attorneys.

**Sponsors:** THE CHAIR

**Indexes:** AGREEMENTS, LABOR CONTRACTS

**Attachments:** Dept. of Employee Relations Cover Letter.pdf, Cover letter from Dept of Employee Relations, Summary of Wage and Fringe benefits 2007-2009, Summary of Wage and Fringe benefits for 2010-2011, Fiscal Note 2007-2009, Fiscal Note 2010-2011, Letter from ERS Actuary re Cost analysis, Agreement 2007-2009, Agreement 2010-2011, Memorandum of Understandings, Letter from Association of Municipal Attorneys union, Letter from labor negotiator to union, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
4/17/2007	0	COMMON COUNCIL	ASSIGNED TO		
4/18/2007	0	FINANCE & PERSONNEL COMMITTEE	REFERRED TO		
11/16/2009	1	CITY CLERK	DRAFT SUBMITTED		
11/19/2009	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

**Number**

070024

**Version**

SUBSTITUTE 1

**Reference**

**Sponsor**

THE CHAIR

**Title**

Substitute resolution to ratify and confirm the final agreements between the City of Milwaukee and The Association of Municipal Attorneys.

**Analysis**

The purpose of this resolution is to confer Common Council approval, ratification and confirmation on memoranda of understanding between the City of Milwaukee negotiating team and The Association of Municipal Attorneys covering wages, hours and conditions of employment for the time periods commencing January 1, 2007, through December 31, 2009 and January 1, 2010, through December 31, 2011.

**Body**

Whereas, The total agreements between the city negotiating team and The Association of Municipal Attorneys, for the time periods commencing January 1, 2007, through December 31, 2009 and January 1, 2010, through December 31, 2011 have been reduced to writing; and

Whereas, The memoranda of understanding embodying the agreements reached by the parties to such negotiations, copies of which are attached to Common Council File No. 070024 and incorporated herein as though fully set forth at length, were executed 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. 070024 and incorporated herein as though fully set forth at length; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the agreements between the city negotiating team and The Association of Municipal Attorneys be approved; and, be it

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

Further Resolved, That the proper city officials are hereby authorized and directed to execute formal contracts between the City of Milwaukee and The Association of Municipal Attorneys which reflect the terms of the agreements; and, be it

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

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

**Requestor**

Department of Employee Relations

**Drafter**

NMF:

070024 res

labr/ATTORNEY/2007-2009/07-09,10-11 Implementation

11/13/09



Office of the Comptroller  
November 23, 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

Ref: Pay Admin

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

Dear Committee Members:

Re: Common Council File No. 070024

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

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Salaries – Base pay	\$ 67,947	\$ 120,104	\$ 190,806
Salary Rollups – Workers' Comp, Unemploy. Comp, Terminal Leave, Overtime, and Group Life	1,964	3,471	5,514
Pension & FICA	8,935	15,794	25,092
Health Ins. Contribution	---	---	(1,980)
Wellness Cost	---	---	10,080
Pension Changes and Sunset for Military	3,431	3,483	3,552
Auto Allowance	---	---	---
Health Plan Co-Pays	---	---	(1,881)
<b>Total Contract Costs:</b>	<b>\$ 82,277</b>	<b>\$ 142,852</b>	<b>\$ 231,183</b>

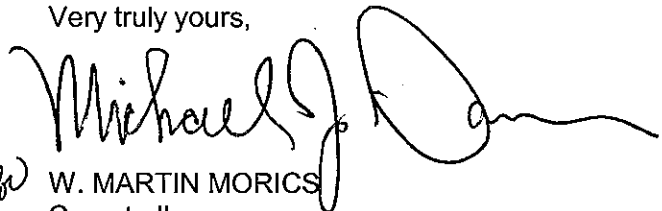
The total incremental costs as developed by my staff for the January 1, 2010 through December 31, 2011 agreement by category are:

	<u>Year 1</u>	<u>Year 2</u>
Salaries – Base pay	\$ -	\$ -
Salary Rollups – Workers' Comp, Unemploy. Comp, Terminal Leave, Overtime, and Group Life	-	-
Pension & FICA	-	-
Early Retirement	84,000	-
Pension Contributions	(7,813)	(15,626)
<b>Total Contract Costs:</b>	<b>\$ 76,187</b>	<b>\$ (15,626)</b>

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

The 2010-2011 agreement does not call for cost of living increases or no pay step advancements. These provisions do not increase or decrease salaries over 2009 rates. Further, Article 41, Pension Benefits, call for "Employees hired on or after 01/01/2010 shall be required to pay member contributions equal to 5.5%". Currently, this cost is entirely borne by the City. While it is unknown how many attorneys will be hired, it is unreasonable to assume that the City will not hire any employees in 2010 and 2011. Since 01/01/2007, the City hired 4 attorneys. Using a three year average for hires, the savings for the pension contributions are significant enough to report.

Very truly yours,

  
for W. MARTIN MORICS  
Comptroller

WMM:JB

UN35 Assn of Muni Attorneys 2007-2011

c: Labor Relations  
Deferred Comp  
ERS

March 16, 2007

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

Dear Mr. Owczarski:

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

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

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

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

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

Sincerely

Troy M. Hamblin  
Labor Negotiator

TMH:JAA:lk

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

November 10, 2009

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

RE: File No. 090900

Dear Committee Members:

The above referenced charter ordinance implements the retirement benefit changes contained in the 2007-2009 and 2010-2011 collective bargaining agreements between the City of Milwaukee and The Association of Municipal Attorneys.

Costs associated with this ordinance were reported on the Fiscal Note attached to Common Council File No. 090900.

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

Sincerely,

Troy M. Hamblin  
Labor Negotiator

NMF  
090900 ChOrd F&P ltr  
labr\ATTORNEY\2007-2009\07-09; 10-11 Implementation



**Summary of Wage and Fringe Benefit Modifications in the Tentative Agreement  
Between the City of Milwaukee and  
The Association of Municipal Attorneys  
Three-year Agreement  
CC# 070024**

1. Duration, Article 1: Three year: January 1, 2007 through December 31, 2009.
2. Base Salary, Article 12:
  - a. Effective Pay Period 1, 2007, a 2% across the board increase over Pay Period 26, 2006 wage rates.
  - b. Effective Pay Period 1, 2008, a 1% across the board increase over Pay Period 26, 2007 wage rates.
  - c. Effective Pay Period 14, 2008, a 1% across the board increase over Pay Period 13, 2008 wage rates.
  - d. Effective Pay Period 1, 2009, a 1% across the board increase over Pay Period 26, 2008 wage rates.
  - e. Effective Pay Period 14, 2009, a 1% across the board increase over Pay Period 13, 2009 wage rates.
  - f. Within 60 days following the execution date of the 2007-2009 Agreement, all employees who are capable of maintaining a financial relationship with a banking institution shall participate in direct deposit of pay checks.
3. Health Insurance, Article 13:
  - a. Basic Plan: Effective the first full calendar month following implementation of a Health Risk Assessment (HRA), including basic biometrics and a blood draw, but not sooner than December 1, 2009, increase the monthly employee contribution to \$85 single/\$170 family. The monthly employee contribution shall increase \$20 per month for each adult (maximum of two, not including dependent children) who does not participate fully in the HRA. For employees with single coverage and for employees and their spouse (if applicable) with family coverage who fully participate in the HRA and who do not smoke (as determined by the HRA), the monthly contribution shall be \$75 per month for single coverage and \$150 per month for family coverage.
  - b. HMO: Effective upon execution of the Agreement, eliminate requirement to offer an HMO. City may offer an exclusive provider organization with a South Eastern Wisconsin network and no coverage outside of network. Effective the first full calendar month following the execution of this

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

- c. Wellness and Prevention Program and Committee shall be established to promote wellness and prevention of illness among employees and their families. The City shall not spend more than two million dollars, annually, Citywide, including the cost of conducting the HRA, on the Wellness and Prevention Program.
- d. For a limited benefit employee in active service, or who retires, or receives a duty disability retirement allowance during the term of this Agreement effective the first full calendar month following implementation of the annual HRA but not sooner than December 1, 2009, in addition to the employee contribution specified in subsections 13.3.a.(1) and (2) of this Agreement for active employees, such employees shall also contribute the amount toward meeting the subscriber cost in the Plan elected as specified in subsections 13.5 of this Agreement

4. Pension Benefits, Article 15:

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

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

5. Parking and Mileage Allowance, Article 17:

The first full month following the execution date of this Agreement, the City shall reimburse an eligible Assistant City Attorney for each mile driven on authorized official City business at the IRS standard mileage rate (On 1/1/09, the IRS standard mileage rate is \$0.55 cents per mile) subject to the following conditions:

- a. An eligible employee is an Assistant City Attorney assigned to the Community Prosecution Unit who is required to use their private automobile for authorized official City business related to his/her Community Prosecution Unit assignments, except that an eligible employee is not entitled to any mileage reimbursement for travel to any Court in the City of Milwaukee.
- b. An eligible employee shall submit a record of mileage incurred on City business during the month and attest to the accuracy of such mileage on a form approved by the Comptroller. All private automobile reimbursement payments to employees exceeding 1,000 miles monthly shall be concurred by the Finance and Personnel Committee before payment is made.
- c. Reimbursement forms shall be submitted on a monthly basis no later than on or before the last workday of the following month.
- d. Reimbursements shall be made as soon as administratively practicable after the completed forms have been submitted.
- e. An employee who is required to have a private automobile available for use on City business shall have at least the minimum insurance coverage prescribed by state law and shall have declared the use of his/her automobile on City business to his/her insurance company to protect the City's interests. It shall be the responsibility of the department head to see that the employee is adequately covered by such insurance before he/she approves the use of a private vehicle on City business and reimbursement for such use.

5. Tuition Reimbursement, Bar Dues Payment and Educational Expense, Article 16:

Assistant City Attorneys may use any amount of the combined maximum tuition reimbursement to pay for membership in job related professional organizations according to the guidelines established by the Department of Employee Relations.

6. Sick Leave Control Incentive Leave, Article 20:

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

7. Layoffs:

The City agrees that there will be no layoffs of Association employees from October 15, 2009 through December 31, 2009 with the exception of seasonal layoffs and loss of grant funding.

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

8. Furlough:

The Union agrees to withdraw any current 2009 grievances regarding the July 2, 2009 and/or September 8, 2009 furlough days with out precedent or prejudice, and the Union agrees it will not file a prohibited practice complaint or any other legal action regarding the 2009 furlough days.

9. City Letter:

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

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

**Summary of Wage and Fringe Benefit Modifications in the Tentative Agreement  
Between the City of Milwaukee and  
Association of Municipal Attorneys  
Two-year Agreement  
CC# 070024**

1. Duration, Article 1: Two year: January 1, 2010 through December 31, 2011.
2. Base Salary, Article 12:
  - a. During the term of the Agreement, the biweekly base salary paid to employees shall be those rates which became effective Pay Period 14, 2009.
  - c. Effective Pay Period 1, 2010 through Pay Period 26, 2011 there shall be no merit pay adjustments.
    - This provision shall expire at the end of Pay Period 26, 2011.
3. Pension Benefits, Article 15:
  - a. Effective 1/1/2010 through 12/31/2011 employees who retire from active service on a normal service retirement or an early retirement during the term of the Agreement shall receive a 2% COLA increase after the first twelve months of retirement.
    - This provision shall expire 12/31/2011.
  - b. Employees who retire from active service between 1/1/2010 and 12/31/2010 on a normal service retirement or an early service retirement shall be eligible for a bonus year. That year may be, at the discretion of the employee, added to either age, for eligibility qualification, or years of service. The bonus year may be split into portions no smaller than full months and used for a combination of age and service not to exceed 12 months in total. If the bonus year is used as an additional year of service credit the total years of service cannot exceed 35, and will not be used to break the 70% cap. In order to be eligible for this benefit, employees must provide notice only of their intent to retire during 2010 to their Department head or designee by August 31, 2010.
    - This provision shall expire 12/31/2010.
  - c. Employee's hired on or after 1/1/2010 shall be required to pay member contributions equal to 5.5%.

4. Health Insurance, Article 13:

Employees who retire from active service on a normal service retirement and elect to use the bonus year to meet the minimum age requirements or years of creditable service for retiree health insurance shall be entitled to the benefits under subsections 13.2.d or e and costs under subsection 13.3.c.(1) or (2).

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

5. Sick Leave Control Incentive Leave, Article 20:

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

6. Layoffs:

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

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

7. Furloughs:

a. There shall be no more than four furlough days during calendar year 2010 and no more than four furlough days during calendar year 2011.

b. The policies set as set forth in the Department of Employee Relations Mandatory Furlough and Administrative Guidelines policy dated June 19, 2009 regarding benefits during furlough days shall apply in calendar years 2010 and 2011.

c. The agreement on furloughs shall not be used by either party in future grievances, prohibited practice complaints, or any other legal actions.

d. These provisions shall expire at the end of Pay Period 26, 2011.

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

## CITY OF MILWAUKEE FISCAL NOTE

A) Date: 11-16-09

File Number: 070024

Original Fiscal Note ☒ Substitute ☐

Subject: Resolution to ratify and confirm the final agreement between the City of Milwaukee and The Association of Municipal Attorneys.

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

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

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

E) Purpose	Specify Type/Use	Account	Expenditure	Revenue	Savings
Salaries/Wages:			\$378,101		
Pensions:			62,551		
Health Ins:					\$3,715
Life Ins:			2,044		
Equip Repair:					
Other: Auto					
<b>Totals</b>			442,696		3,715

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 \$252,813 and savings of \$5,490 will recur on an annual basis ('07, '08 and '09 repeats).

H) Computations used in arriving at fiscal estimate:

Current staffing levels.

Please list any comments on reverse side and check here ☐

## CITY OF MILWAUKEE FISCAL NOTE

A) Date: 11-16-09

File Number: 070024

Original Fiscal Note ☒ Substitute ☐

Subject: Resolution to ratify and confirm the final agreement between the City of Milwaukee and The Association of Municipal Attorneys.

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☐ Not applicable / no fiscal impact. (See H below)

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

E) Purpose	Specify Type/Use	Account	Expenditure	Revenue	Savings
Salaries/Wages:					
Pensions:			84,000		
Health Ins:					
Life Ins:					
Equip Repair:					
Other: Auto					
<b>Totals</b>			\$84,000		

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

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

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

Costs of \$84,000 will recur on an annual basis during the period of amortization of this cost. An estimated savings of \$5,177 recur during 2010 and 2011 due to the elimination of merit pay advancement.

H) Computations used in arriving at fiscal estimate:

Current staffing levels.

Please list any comments on reverse side and check here ☐



MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF MILWAUKEE  
AND  
THE ASSOCIATION OF MUNICIPAL ATTORNEYS

Effective January 1, 2007 thru December 31, 2009

**PREAMBLE**

This Agreement, is made at Milwaukee, Wisconsin, pursuant to and in discharge of the obligations under Section 111.70, Wisconsin Statutes, of the City of Milwaukee, hereinafter referred to as the "City" and the Association of Municipal Attorneys, hereinafter referred to as the "Union."

The parties are desirous of reaching an amicable understanding governing the employer-employee relationship and entering into a complete agreement covering rates of pay, hours of work and conditions of employment of members of the bargaining unit.

Each of the parties has had an unlimited right and opportunity in meetings which the parties have held, to make any and all demands and proposals with respect to rates of pay, hours of work, and conditions of employment and all incidental matters pertaining thereto.

The parties intend that this agreement is to be consistent with the legislative authority of the City's Common Council, with state statutes, and insofar as applicable, the rules and regulations of the City Service Commission.

The parties intend that there be no abrogation of the duties, obligations or responsibilities of the City, its agencies or departments, except as expressly limited herein.

## **ARTICLE 1**

### **DURATION**

- 1.1. This Agreement shall commence on January 1, 2007, and shall terminate at midnight on December 31, 2009.
- 1.2. Either party may reopen the contract by notice served upon the other not earlier than July 1, 2009, nor later than August 1, 2009, indicating areas in a succeeding contract in which changes are requested. Negotiations shall begin promptly thereafter and the parties pledge their earnest efforts to achieve agreement on or before December 31, 2009.
- 1.3. Either party to this Agreement may select a negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of Section 111.70, Wisconsin Statutes. No consent from either party shall be required in order to name a negotiator or negotiators.

## **ARTICLE 2**

### **SUBORDINATE TO CHARTER**

- 2.1. This Agreement shall, in all respects, be subject and subordinate to the provisions of the Milwaukee City Charter in effect at the time of execution of the Agreement; to the provisions of the rules and regulations of the City Service Commission of City, within its statutory jurisdiction; and to the Statutes of the State of Wisconsin.

### **ARTICLE 3**

#### **ORDINANCE AND RESOLUTION REFERENCES**

- 3.1. 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, as well as those adopted thereafter, that do not conflict with the specific provisions of this Agreement, shall remain in force and effect.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

- 4.1. The Union and the members of the bargaining unit recognize and acknowledge the character of the Office of City Attorney as the Office of an elected official of the City possessing the powers and charged with responsibility prescribed by Charter Ordinances and Ordinances of the City of Milwaukee, and further recognize that it is staffed by Assistants uniquely responsible to the City Attorney for the expeditious and satisfactory performance of their assigned duties in the accomplishment of the City Attorney's responsibilities.
- 4.2. The Union recognizes the right of the City and the City Attorney to operate and manage their affairs, in accordance with all applicable laws, ordinances, resolutions and executive orders. Any power or authority which the City has not officially abrogated, delegated or modified by this Agreement is retained by the City.
- 4.3. The Union recognizes the exclusive right of the City to determine the number, structure and location of departments and divisions; the kinds and number of services to be performed; the right to determine the number of positions and the classifications thereof to perform such service; the right to direct the work force; the right to assign work; the right to schedule employees; the right to subcontract work; the right to establish qualifications for hire, promotion and demotion; the right to test and to hire, promote, retain, to transfer and make assignments, subject to City Service procedures and the terms of this contract related thereto; the right to suspend, discharge, terminate, demote or take other disciplinary action for cause; the right to lay off employees; the right to maintain efficiency of operations by determining the method, the means and the personnel by which such operations are conducted; and to take whatever other actions are deemed by the City and/or the City Attorney reasonable or necessary to carry out the duties of the City Attorney.
- 4.4. The City and City Attorney reserve the right to make reasonable work regulations.
- 4.5. The City and City Attorney reserve total discretion with respect to the function or

mission of the department, its budget, organization, and the technology employed in performing the work.

## **ARTICLE 5**

### **SPECIAL COUNSEL**

- 5.1. Nothing in this Agreement shall abridge or diminish the powers of the City or City Attorney to retain special counsel; or to contract with non-employees of the City for performance of legal services.

## **ARTICLE 6**

### **UNION RECOGNITION**

- 6.1. The City recognizes Union as the exclusive collective bargaining agent for Assistant City Attorneys.
- 6.2. This article is intended to describe the bargaining representative and bargaining unit covered by this agreement and is not intended for any other purpose.



## **ARTICLE 7**

### **PROBATIONARY EMPLOYEES**

- 7.1. An individual appointed to an Assistant City Attorney position shall serve a twelve-month probation period, which may be extended by the City Service Commission.

## **ARTICLE 8**

### **UNION SECURITY**

- 8.1. An employee may authorize the City to deduct Union dues from his/her paycheck by executing an authorization card and submitting it to the City Labor Negotiator. The check-off shall become effective two (2) pay periods after filing.
- 8.2. For those employees who do not authorize Union dues deduction, the City will deduct a fair share amount which is the uniform amount certified by the Union as the proportionate share of dues for non-members.
- 8.3. Union dues and the fair share amount shall be remitted to the Treasurer of the Union within ten (10) days after the payday upon which such deduction was made.
- 8.4. 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 the changed deduction is to be effective.
- 8.5. 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.
- 8.6. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reasons of action taken or not taken by the City for the purpose of complying with the provisions of this Article.

## **ARTICLE 9**

### **UNION NEGOTIATING COMMITTEE**

- 9.1. The Union shall advise the City of the names of its negotiators. The provisions of this Article shall be limited to negotiations during normal work hours with respect to wages, hours and conditions of employment. One or more representatives from the Union shall be paid regular base salary up to a combined maximum of forty-eight hours for time spent in negotiation of a successor contract. No payment will be made for time in excess of eight hours per day. Reasonable travel time to and from site of meeting will be allowed.
- 9.2. The name of the duly chosen representatives of the bargaining unit attending a meeting shall be submitted to the City Labor Negotiator sufficiently in advance of scheduled meetings so as to permit notification of the City Attorney.
- 9.3. The City Labor Negotiator shall administer the provisions of this section.

## **ARTICLE 10**

### **UNION RESPONSIBILITIES**

- 10.1. Except as specifically provided herein, no Union member or officer shall conduct or engage in any Union business on City time or premises, nor shall Union meetings be held on City time or premises.
- 10.2. The City will furnish for the Union two bulletin boards, one shall be located in the main City Attorney office and the other shall be located in the prosecution offices of the City Attorney. The boards shall be used only for the following notices and announcements:
  - (a) Recreational and social affairs of the Union.
  - (b) Union meetings.
  - (c) Union elections.
  - (d) Reports of Union committees.
- 10.3. Notices and announcements shall not contain anything political or controversial or any thing reflecting upon the City, any of its officers or employees, or any labor organization among its employees. No material, notices, or announcements which violate the provisions of this section shall be posted.
- 10.4. Any violations of this section shall entitle the City to cancel immediately the provisions of this section and remove the bulletin board.

## **ARTICLE 11**

### **PROHIBITION OF STRIKES AND LOCKOUTS**

- 11.1. The Union shall neither cause, condone, nor counsel any members of the bargaining unit to strike, nor shall it in any manner cause said members either directly or indirectly to commit any concerted acts of work stoppage, slowdown, or refusal to perform any customarily assigned duties for the City.
- 11.2. Whether or not the Union is liable for such acts or actions of any employee, any employee who commits an act prohibited in this Article shall be subject to disciplinary action including discharge, and/or loss of compensation, vacation benefits and holiday pay as determined by the City Labor Negotiator.
- 11.3. Upon notification from the City Labor Negotiator, to the Union that certain members of the bargaining unit are engaged in a strike, the Union shall immediately order, in writing, those members to return to work at once and shall provide the City with a copy of that order. A responsible official of the Union shall publicly order the members 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 it that a strike is in progress or has taken place, or that any particular member is or has engaged in a strike. The notification shall be made solely on the representations of the City. In the event that a 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 to take such action shall be considered in determining whether or not the Union caused, condoned, counseled or authorized the strike, directly or indirectly.
- 11.4. There shall be no lockout by the City during the term of this Agreement.

## **ARTICLE 12**

### **SALARY**

- 12.1. Effective Pay Period 1, 2007, employees covered by this Agreement shall receive a 2% increase in their biweekly base salary over their Pay Period 26, 2006 biweekly base salary. Such increase shall be effective prior to any merit increase that is effective Pay Period 1, 2007.
- 12.2. Effective Pay Period 1, 2007, after the adjustment in Section 12.1, above, the Assistant City Attorney's open pay range shall be as follows:
- Minimum biweekly pay rate: \$1,995.73
- Maximum biweekly pay rate: \$4,723.95
- 12.3. Effective Pay Period 1, 2008, employees covered by this Agreement shall receive a 1% increase in their biweekly base salary over their Pay Period 26, 2007 biweekly base salary. Such increase shall be effective prior to any merit increase that is effective Pay Period 1, 2008.
- 12.4. Effective Pay Period 1, 2008, after the adjustment in Section 12.3, above, the Assistant City Attorney's open pay range shall be as follows:
- Minimum biweekly pay rate: \$2,015.69
- Maximum biweekly pay rate: \$4,771.19
- 12.5. Effective Pay Period 14, 2008, employees covered by this Agreement shall receive a 1% increase in their biweekly base salary over their Pay Period 13, 2008 biweekly base salary.
- 12.6. Effective Pay Period 14, 2008, after the adjustment in Section 12.5., above, the Assistant City Attorney's open pay range shall be as follows:
- Minimum biweekly pay rate: \$2,035.85
- Maximum biweekly pay rate: \$4,818.90
- 12.7. Effective Pay Period 1, 2009, employees covered by this Agreement shall receive a 1% increase in their biweekly base salary over their Pay Period 26, 2008 biweekly base salary. Such increase shall be effective prior to any merit that is effective Pay

Period 1, 2009.

- 12.8 Effective Pay Period 1, 2009, after the adjustment in 12.7 above, the Assistant City Attorney's open pay range shall be as follows:

Minimum biweekly pay rate: \$2,056.21

Maximum biweekly pay rate: \$4,867.09

- 12.9 Effective Pay Period 14, 2009, employees covered by this Agreement shall receive a 1% increase in their biweekly base salary over their Pay Period 13, 2009 biweekly base salary.

- 12.10 Effective Pay Period 14, 2009, after the adjustment in 12.9 above, the Assistant City Attorney's open pay range shall be as follows:

Minimum biweekly pay rate: \$2,076.77

Maximum biweekly pay rate: \$4,915.76

- 12.11. The City Attorney has sole discretion to hire an Assistant City Attorney at any point in the established pay range.

- 12.12. For purposes of merit salary adjustment only, Pay Period 01 will be the salary anniversary date for all employees.

- 12.13. Merit Generation and Distribution

- a. As soon as administratively practicable after Pay Period 01, each eligible employee will be considered for an annual merit increase, based upon the employee's performance the previous fiscal year as evaluated by the City Attorney. The merit increases are subject to terms and conditions as specified in Sections 12.9.b. through 12.9.d., below.
- b. Definitions: For purposes of this Article, the following definitions shall apply:
  - (1) An "eligible" employee shall be defined as an employee in the City Attorney's office in the classification of Assistant City Attorney who meets the following conditions as of Pay Period 01 in the fiscal year that the merit step is granted:
    - (a) is on the payroll or on authorized unpaid medical or military leave of absence or a Family Medical Leave of Absence; and

- (b) is not at the maximum of his/her pay range; and
  - (c) has worked at least 6 months as an Assistant City Attorney in the preceding fiscal year.
- (2) Fiscal year shall be defined as Pay Periods 1 to 26 or Pay Periods 1 to 27, whichever is applicable.
- c. Effective Date: Merit increases shall be effective the first pay period of the fiscal year following the fiscal year in which the performance has been evaluated.
- d. Eligible employees will generate merit steps for distribution as merit increases as follows:
  - (1) The merit step will be generated by dividing the difference between the Pay Period 01 maximum and minimum biweekly rates of the Assistant City Attorney pay range by 17. The amount of monies for merit distribution will be determined by multiplying the number of eligible employees times the biweekly merit step. For purposes of determining the amount of monies available for merit generation, an eligible employee who works less than eighty hours in a pay period will count as one employee.
  - (2) Neither the amount of the merit increase nor the evaluation is grievable except under the following conditions
    - (a) An eligible employee who prior to the merit increase has a biweekly rate less than 93% of the maximum biweekly rate and who receives a merit increase of less than one-half of the biweekly merit step generated, may grieve the reasonableness of the amount of the merit increase granted.
    - (b) An eligible employee who prior to the merit increase has a biweekly rate at or greater than 93% of the maximum biweekly rate and who receives a merit increase of less than one-quarter of the biweekly merit step generated, may grieve the reasonableness of the amount of merit increase granted.



- (3) The City Attorney shall distribute all monies generated for merit increases. For purposes of determining if all monies generated for merit increases has been distributed, the merit increase of an eligible employee who works less than eighty hours in a pay period will count as if the employee worked eighty hours in the pay period. In implementing the merit distribution, the City Attorney will exercise reasonable discretion
- (4) Once per year, the City Attorney may reduce the employee's base salary by up to one generated merit step for performance lacking merit. The reduction shall not place the base salary below the pay range. To effectuate a reduction, the City Attorney shall, ninety (90) calendar days prior to taking action, give the employee written notice, with reasons for such proposed reduction, and a statement indicating what the employee must do to avoid the action.
- (5) Merit increases shall be construed as being part of an employee's base salary and shall be included in the computation of fringe benefits.

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

**12.15 Within 60 days following the execution date of the 2007-2009 Agreement, all employees who are capable of maintaining a financial relationship with a banking institution shall participate in direct deposit of paychecks.**

## **ARTICLE 13**

### **HEALTH INSURANCE**

#### 13.1. Benefits

##### a. Basic Plan

Basic Plan health insurance benefits shall be the same as the Basic Plan benefits provided in the 2004-2006 City/Union Agreement.

##### b. Health Maintenance Organization (HMO) Plans

- (1) Except as provided in subsection 13.1.b.(2), hereunder, an employee shall have the right to select coverage under a Health Maintenance Organization (HMO) Plan approved by the City in lieu of coverage provided by the Basic Plan. Except as provided in subsection 13.1.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.
- (2) Effective upon the execution date of this Agreement, the City may offer 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 the execution date of the Agreement the following co-payments shall be implemented:
- (a) An employee shall pay a \$10.00 office visit co-payment (OVCP) for all office or urgent care visits due to illness or injury, except as noted in subsections 13.1.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, except this co-payment shall be waived if admitted directly to the hospital from the emergency room.
  - (e) The prescription drug card plan under the uniform benefits shall be replaced with a three-tier drug card plan. The designation of legend drugs and the assignment of drugs to the following tiers shall be determined by the plan:
    - i. Tier 1 co-payment equal to \$5.00;
    - ii. Tier 2 co-payment equal to \$17.00;
    - iii. Tier 3 co-payment equal to \$25.00;
    - iv. Legend Drugs co-payment equal to \$5.00;
    - v. Mail Order Drug co-payment amount for a three-month or 90-day supply shall be equal to the co-payment amount for a two-month or 60-day supply.

c. Basic Dental Plan

Basic Dental Plan insurance benefits shall be the same as the benefit 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)

Employees shall have the right to select coverage under a Prepaid Dental Plan (PDP) offered 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 13.1.a. through 13.1.d.
- (4) The City, in conjunction with its insurance administrator, carrier, or provider, shall have the right to develop and implement any other cost containment measure it deems necessary.
- (5) An annual Health Risk Assessment (HRA), which shall include basic biometrics, a written health risk assessment questionnaire and a blood draw, shall be implemented as soon as practicable following execution of this Agreement
- (6) Both a Wellness and Prevention Program and Committee shall be implemented. A description of both the program and the committee is appended hereto as Appendix A.

13.2. Eligibility for Benefits

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

hours per week on a year-round basis in a position which is budgeted as half-time, shall be entitled to health insurance and dental insurance benefits provided in subsections 13.1.a. through 13.1.d., subject to conditions specified in this Article.

- b. An employee in active service shall be entitled to Dental Plan benefits provided in subsection 13.1.c. or 13.1.d., above, so long as he/she remains in active service. All employees, while in active service, may participate in a City Dental Plan as described in subsections 13.1.c. and 13.1.d., above, with the same enrollment status that they maintain for their health insurance benefits. Individuals not in active service shall not be entitled to Dental Plan benefits.
- c. 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 13.1.a. or 13.1.b., for the term of this Agreement.
- d. 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 13.1.a. or 13.1.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 13.2.b., 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.
- e. Commencing January 1, 1996, 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 subsections 13.1.a. or 13.1.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 13.2.b., 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.

- f. Effective January 1, 2002, 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.

### 13.3. Cost of Coverage - Basic Plan or HMO Plan Only

#### a. For Employees in Active Service

- (1) For Employees Enrolled in the Basic Plan for calendar years 2007, 2008 and 2009.

- (a) Except as provided in subsection 13.5., below, , prior to the implementation of a Health Risk Assessment (HRA), an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$75.00 per month for single enrollment when such employee's enrollment status is single and \$150.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution

shall be deducted from the employee's pay check on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

- (b) Except as provided in subsections 13.5. below, effective the first full calendar month following implementation of the annual HRA, but no sooner than December 1, 2009, for active employees enrolled in the Basic Plan, the employee contributions shall be as follows:
- i. The employee contribution shall increase to \$85.00 per month for single enrollment when an employee's enrollment status is single and to \$170.00 per month for family enrollment 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 13.3.a.(1)(b)i., above, for each adult covered by the plan (maximum of two, excluding dependent children) who choose 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 for calendar years 2007, 2008 and 2009.

- (a) Except as provided in subsection 13.5., below, for employees' enrolled in a HMO during calendar years 2007, 2008 and 2009, the City will contribute an amount towards meeting the subscriber cost for enrollment in the HMO Plan elected of 100% of the monthly subscriber cost of enrollment in the HMO offered by the City pursuant to subsection 13.1.b., above, having the lowest single enrollment subscriber cost to the City when an employee's enrollment status is single or up to 100% of the monthly subscriber cost of family enrollment in the HMO offered by the City pursuant to subsection 13.1.b., above, having the lowest family enrollment subscriber cost to the City when an employee's enrollment status is family. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her paycheck on a monthly basis.
- (b) Except as provided in subsection 13.5, below, effective October 1, 2009, an employee enrolled in an HMO plan shall contribute \$20.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$40.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.
- (c) Except as provided in subsections 13.5, below, effective the first full calendar month following implementation of the annual HRA, but no sooner than December 1, 2009, an employee enrolled in an



HMO plan shall contribute the following amounts:

- i. An employee shall contribute \$30.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$60.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.
  - ii. An employee shall also contribute an additional \$20.00 per month over and above the amount specified in 13.3.a.(2)(c)i., above, for each adult (maximum of two, excluding dependent children) who choose 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 13.3.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. For calendar years 2007, 2008 and 2009, the City's contribution towards the cost of maintaining the benefits shall be as provided for in subsection 13.3.a. of this Article, above. The provisions of this subsection shall not cover retirees (including disability retirements).

b. Duty Disability

For Calendar Years 2007, 2008 and 2009.

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 13.3.a.(1) of this Article, above.

c. Employees Who Retire Between January 1, 2007, and December 31, 2009

- (1) .Except as noted below, eligible employees under subsections 13.2.d. or 13.2.e., who retire between January 1, 2007 and December 31, 2009 and who are enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$30 per month for single enrollment when such employee's enrollment status is single and \$60 per month for family enrollment when such employee's enrollment status is family. The amount of retiree contribution shall be deducted from the retiree's pension check. Any subscriber costs for single or family enrollment in excess of the above stated amounts shall be paid by the City. In the event that the monthly

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

- (2) Except as noted below, for eligible employees under subsections 13.2.d. or 13.2.e., who retire between January 1, 2007 and December 31, 2009 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for single enrollment for retirees in the HMO plan elected of 100% of the monthly subscriber cost of single enrollment in the Plan offered by the City pursuant to subsection 13.1.a. or b, above, having the lowest single enrollment subscriber cost for retirees to the City. For eligible employees under subsections 13.2.d. or 13.2.e., who retire between January 1, 2007 and December 31, 2009 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for family enrollment in the HMO plan elected of 100% of the monthly subscriber cost of family enrollment for retirees in the Plan offered by the City pursuant to subsection 13.1.a. or b, above, having the lowest family enrollment subscriber cost for retirees to the City. If the per capita subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the retiree shall have the amount of excess cost deducted from his/her pension check. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for single enrollment for retirees in an HMO Plan of 100% of the monthly subscriber

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

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

(4) Surviving Spouse

The provisions of subsection 13.3.c. shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsection 13.2.d. or 13.2.e. of this Article.

#### 13.4. Cost of Coverage -- Dental Plan

In calendar years 2007, 2008 and 2009, the City shall contribute an amount up to \$13.00 per month for single enrollment and an amount up to \$37.50 per month for family enrollment towards meeting the subscriber cost of the dental plan elected. 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.

#### 13.5. Prorata Credit for Half-Time Employees

The City's contribution for an eligible employee 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 not exceed 50% of the maximum City contributions required under subsections 13.3. or 13.4. of this Article, above. 13.6. 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 13.1., 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 13.3., 13.4., and 13.5., 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 13.3., 13.4., and 13.5., of this Article, if the provision was not in effect.

13.7. 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 subsections 13.1.a. or 13.1.b., above, the coverage shall be limited to one family plan.
- b. In the event a program of health insurance is adopted by the federal or state government and the City is required to, or elects to participate in it, benefits under the City Plan shall be coordinated with such systems but shall not operate to increase or diminish the extent of the coverage.
- c. A retiree shall be ineligible to receive the retiree health insurance benefits provided hereunder when receiving health insurance benefits from other employment or from the employment of the retiree's spouse if the benefits received by the spouse cover the retiree.
- d. City health insurance cost contributions provided hereunder to retirees shall be in lieu of any other City retiree health insurance contributions provided by ordinance, resolution or by other means, while retirees are receiving the benefits hereunder.

- e. After the deductible is paid, the employee's share of the cost for claims made under the Major Medical co-insurance provisions shall not be less than 20%.
- f. In the event an employee or eligible dependent becomes eligible for Medicare benefits prior to attaining age 65, the City will contribute an amount up to the City's maximum contribution provided in subsection 13.3.c. of this Article toward the cost of coverage for the City's Medicare Supplemental Plan.
- g. When a member of the employee's family, as the term "family" is defined in the provisions of the Plans defined in subsections 13.1.a. or 13.1.b., is a City retiree receiving City health insurance benefits, the coverage shall be limited to one family plan.
- h. 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 13.1.a. or 13.1.b., hereof, the retiree coverage provided by the City shall be limited to one family plan.

13.8. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in subsections 13.1.a. or 13.1.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.

13.9. 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 13.1., 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).

13.10. An employee shall have a 270-day waiting period for a pre-existing condition for the

benefits provided in subsection 13.1.a., above.

13.12. Effective Date

Except where specifically provided otherwise herein, the provisions of this Article shall be effective from January 1, 2007, through December 31, 2009.

## **ARTICLE 14**

### **LIFE INSURANCE**

#### 14.1. 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 rounded to the next higher thousand dollars of earnings.
- b. Optional Coverage.
  - (1) During an annual open enrollment period 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.
  - (2) An employee in active service or who after that date retires on disability and under the age of 65 eligible for and taking base coverage, shall be eligible to apply for supplemental coverage effective the first day of the next month following the next open enrollment (as determined by the City) for supplemental life insurance following the execution date of this Agreement at his/her option in increments of \$1,000 to a maximum of either 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings or \$100,000, whichever is greater.
- 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 sixty-fifth (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. "Employee" shall have the meaning given in s. 350-25(3) of the Milwaukee Code of Ordinances.
- 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 sixty-fifth (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 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 Ordinance.

#### 14.2. 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).

#### 14.3. Conditions and Eligibility for Election of Coverage

- a. Subject to the terms and conditions provided under 14.3.b. through 14.3.f., below, an employee shall be entitled to elect the amount of life insurance coverage provided under 14.1., 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 14.1., 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.

#### 14.4. Cost of Life Insurance Coverage

Eligible employees who elect such coverage, described under section 14.1, above, shall pay the following amount to the City for calendar years 2007, 2008, and 2009: an amount equal to \$0.21 per month for each \$1,000 of coverage in excess of \$50,000 but not greater than 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings and an amount equal to the full premium per month for each \$1,000 of coverage in excess of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars. These payments shall be accomplished by periodic deductions from employees' biweekly paychecks. The City shall make all other necessary payments for the life insurance coverage described under 14.1, above.

#### 14.5. 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 14.1., 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.

14.6. 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 15**

### **PENSION BENEFITS**

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

- (a) Creditable service for active military service, as provided in 36-04-1-c, shall be extended to employees represented by the Union who participate in the combined fund and who retire on a service retirement on or after January 1, 2007..

## **ARTICLE 16**

### **TUITION REIMBURSEMENT, BAR DUES PAYMENT and**

#### **EDUCATIONAL EXPENSE**

- 16.1. The full cost of tuition up to a combined maximum of \$2,200 in calendar years 2007 and 2008 and a combined maximum of \$2,200 in calendar years 2009 and 2010, per employee shall be paid by the City for courses qualifying for tuition reimbursement, subject to the conditions and standards established by the City. Assistant City Attorneys may use any amount of the combined maximum tuition reimbursement to pay for membership in job-related professional organizations according to the guidelines established by the Department of Employee Relations.
- 16.2. The City shall administer this program in accordance with practices established for the City's general reimbursement program.
- 16.3. During the term of this Agreement, the City shall continue to pay the cost of the employee's basic bar association dues to the State Bar of Wisconsin.
- 16.4. The City Attorney must approve all time off to attend courses, seminars or workshops.
- 16.5. An employee may be granted time off without loss of pay to attend courses, seminars or workshops approved by the City Attorney.

## **ARTICLE 17**

### **PARKING AND MILEAGE ALLOWANCE**

17.1. An Assistant City Attorney who is authorized by the City Attorney and who makes his/her private automobile available for official City business shall be reimbursed once per month for the actual cost of the monthly permit or parking receipts up to a maximum of seventy (\$70) dollars per month subject to the following terms and conditions:

- a. An eligible employee must purchase a monthly parking permit for that month from a parking facility within the vicinity of his/her primary work location and submit an acceptable permit/stub receipt to the City Attorney no later than the 15th day of the calendar month covered by the monthly permit (e.g. the 15th of April for the month of April). During a calendar month when no monthly parking permit is available to an employee, because no space is available, the City will honor acceptable daily parking receipts, so long as the receipts are submitted to the City Attorney within five consecutive calendar days following the close of the calendar month.
- b. Payments provided hereunder shall be made as soon as administratively practicable after the close of the calendar month covered by the monthly permit or daily receipts.
- c. Payments made under the provisions of this Article shall not be construed as being part of an employee's base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement. Any payment made under the provision of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.
- d. An employee who has a City provided parking permit or space shall not be eligible for a parking allowance. The parking allowance shall not be paid to any employee who is offered a parking permit which denotes the same type of

privileges afforded employees who had permits during the 1984 Agreement or as provided in section 17.2, below.

- 17.2 The City Attorney's office will secure up to six parking spaces or permits within the vicinity of the Prosecution Division for Assistant City Attorneys assigned to the Prosecution Division. At the City Attorney's discretion, upon thirty days written notice to the Union and individuals involved, the City Attorney's office may discontinue securing these spaces or permits.
- 17.3 The first full Pay Period in the next full month following the execution date of this Agreement, the City shall reimburse an eligible Assistant City Attorney for each mile driven on authorized official City business at the IRS standard mileage rate (On 1/1/09, the IRS standard mileage rate is \$0.55 cents per mile) subject to the following conditions:
- a. An eligible employee is an Assistant City Attorney assigned to the Community Prosecution Unit who is required to use their private automobile for authorized official City business related to his/her Community Prosecution Unit assignments, except that an eligible employee is not entitled to any mileage reimbursement for travel to any Court in the City of Milwaukee.
  - b. An eligible employee shall submit a record of mileage incurred on City business during the month and attest to the accuracy of such mileage on a form approved by the Comptroller. All private automobile reimbursement payments to employees exceeding 1,000 miles monthly shall be concurred by the Finance and Personnel Committee before payment is made.
  - c. Reimbursement forms shall be submitted on a monthly basis no later than on or before the last workday of the following month.
  - d. Reimbursements shall be made as soon as administratively practicable after the completed forms have been submitted.
  - e. An employee who is required to have a private automobile available for use on City business shall have at least the minimum insurance coverage prescribed by state law and shall have declared the use of his/her automobile on City business

to his/her insurance company to protect the City's interests. It shall be the responsibility of the department head to see that the employee is adequately covered by such insurance before he/she approves the use of a private vehicle on City business and reimbursement for such use.



## **ARTICLE 18**

### **VACATIONS**

- 18.1 An employee shall earn vacation time in the following manner:
- a. 3.7 hours per pay period for employees who have completed less than 4 years creditable service;
  - b. 5.3 hours per pay period for employees who have completed at least 4 years but less than 9 years creditable service;
  - c. 6.8 hours per pay period for employees who have completed at least 9 years but less than 14 years creditable service;
  - d. 8.4 hours per pay period for employees who have completed at least 14 years creditable service;
  - e. 9.9 hours per pay period for employees who have completed at least 21 years creditable service.
- 18.2. An employee on the payroll for at least eighty (80) hours in a pay period shall be allowed to accumulate vacation time at the rate prescribed for under 18.1. 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.
- 18.3. Eligibility for and accumulation of initial vacation shall begin upon appointment to a position eligible for vacation. A department head may allow an employee whose service is expected to continue so as to complete a year's actual service, to use vacation within the first 12 months of employment if the convenience of the service would be promoted. If the employee leaves the service of the City before the completion of the initial 12-month period, that vacation shall be deemed unearned, and payments made during the vacation period shall be deducted from his/her paycheck upon termination of employment. Employees who are not expected by the department head to work 12 consecutive months shall be eligible for vacation only after completing twelve (12) months of service.
- 18.4. 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.

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

- a. 176 hours for employees who have completed less than 4 years of service.
- b. 216 hours for employees who have completed at least 4 years but less than 9 years of service.
- c. 256 hours for employees who have completed at least 9 years but less than 14 years of service.
- d. 296 hours for employees who have completed at least 14 years of service.
- e. 336 hours for employees who have completed at least 21 years of service.

18.6. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. With department head approval, an employee who has completed one year of vacation eligible service may borrow up to 80 hours of vacation before it is earned. In no case may an employee's vacation account balance be less than negative eighty (80) hours. 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 his/her paycheck. 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.

18.7. Transitional Vacation Account

Effective Pay Period 1, 1996, the amount of vacation earned by an employee in 1995 for use in 1996 shall be placed in a Transitional Vacation Account (TVA). TVA hours may be scheduled and used as vacation hours with the approval of the Department Head. Employees may not borrow vacation hours unless and until TVA hours have been exhausted.

- 18.8. Upon written request, the City Attorney may credit vacation accounts to compensate employees who take an approved leave of absence of five days or less.

## **ARTICLE 19**

### **SICK LEAVE**

- 19.1. "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's regular work schedule.
- 19.2. Eligibility
- a. An employee shall earn sick leave allowance from date of hire, but shall not be eligible to use sick leave until the completion of six months of service.
  - 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.
  - c. Separation from service by resignation or for cause shall cancel all unused accumulated sick leave allowances. 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.
- 19.3. Full-time employees shall earn sick leave with pay at the rate of one working day for each month of active service.
- 19.4. Sick leave allowance which accumulates up to 120 working days shall be credited to employees' "normal sick leave account" from which sick leave shall be granted with full pay. Sick leave allowance accumulated in excess of 120 working days shall be termed the "special sick leave account" from which sick leave shall be granted with half pay. Effective August 1, 1998, the date of implementation of the Long Term Disability Program, the "special sick leave account" shall be frozen and no further sick

leave shall be accrued in the "special sick leave" account. Effective August 1, 1998, the maximum sick leave accrual for all employees is capped at 120 days, except as specified in Article 19.5., below.

- 19.5. For those employees who have a frozen "special sick leave" account, effective August 1, 1998, the frozen "special sick leave account" shall not be charged until the "normal sick leave account" has been exhausted. When the balance in the "normal sick leave account" falls below 120 working days, additional days of unused sick leave shall be accumulated in the "normal sick leave account" until the balance again reaches 120 working days.
- 19.6. The City shall maintain and verify the official sick leave records. The City may require employees to provide acceptable medical substantiation from a private physician for each use of sick leave, regardless of duration. 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.
- 19.7. When sick leave extends beyond three (3) consecutive work days, acceptable medical substantiation from the employee's private physician certifying the nature and seriousness of the sickness or disability shall be furnished to the department head.

## **ARTICLE 20**

### **SICK LEAVE CONTROL INCENTIVE LEAVE**

- 20.1. The Sick Leave Control Incentive Program shall continue to be in effect beginning January 1, 2007, and ending December 31, 2009. Nothing herein shall be construed as requiring the City to continue the program for time periods after December 31, 2009.
- 20.2. The trimester periods are defined as follows:
- Trimester 1 - Pay Period 1-9
  - Trimester 2 - Pay Period 10-18
  - Trimester 3 - Pay Period 19-26 or 19-27, whichever is applicable
- 20.3. An employee shall be eligible for a sick leave incentive benefit only if:
- (a) During the full term of the trimester, the employee did not use any sick leave, did not receive injury pay, was not on an unpaid leave of absence and was not suspended from duty for disciplinary reasons; and
  - (b) The employee was in active service for the full term of the trimester; and
  - (c) 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 12 days.
- 20.4. Except as provided in subsection 20.5, below, in a trimester period set forth in subsection 20.1 and 20.2, above, that an employee is eligible for a sick leave control incentive program (SLIP) benefit, the City Attorney shall determine which one of the two types of SLIP benefits listed below the eligible employee shall receive (at the City Attorney's discretion, the employee may make this determination in accordance with procedures established for that purpose by the City Attorney):
- (a) 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.

(b) A special incentive leave

An employee receiving a special incentive leave, shall earn one eight-hour day off with pay. Effective the next Trimester following the execution date of this Agreement, such day off with pay earned in Trimester 1 or 2 must be used by the employee in the remainder of the fiscal year. A day off with pay earned in Trimester 3 may be used any time in the following fiscal year. Prior to that date such day off must be used by the employee in the next succeeding trimester.

Such day off shall be scheduled in accordance with department operations. For purposes of this Article, fiscal year shall be defined as Pay Periods 1 through 26 or 27, whichever is appropriate.

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

(a) A special sick leave incentive payment

An employee receiving a special sick leave incentive payment, shall be entitled to receive a lump-sum cash payment equivalent to four hours of his/her base salary computed on the basis of his/her hourly base salary rate in effect on the last day of the trimester for which the payment was earned. Such payment shall not be deemed part of the employee's base salary and shall not have any sum deducted for pension benefits nor shall it be included in determination of pension

benefits or any other benefits and/or compensation provided by the City. Sick leave control incentive payments provided hereunder shall be made as soon as is administratively practicable following the close of the Trimester Period in which they were earned.

(b) A special incentive leave

An employee receiving a special incentive leave, shall earn one four-hour day off with pay. Effective the next Trimester following the execution date of this Agreement, such day off with pay earned in Trimester 1 or 2 must be used by the employee in the remainder of the fiscal year. A day off with pay earned in Trimester 3 may be used any time in the following fiscal year. Prior to that date such day off must be used by the employee in the next succeeding trimester. Such day off shall be scheduled in accordance with department operations. For purposes of this Article, fiscal year shall be defined as Pay Periods 1 through 26 or 27, whichever is appropriate.



## **ARTICLE 21**

### **HOLIDAYS**

- 21.1. Eligible employees covered by this Agreement will receive the following holidays with pay:
- 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. The last normal workday before Christmas Day
  - h. Christmas Day (December 25)
  - i. The last normal work day before New Year's Day.
  - j. Good Friday
  - k. Martin Luther King Day (Third Monday of January)
- 21.2. Whenever Independence Day falls on a Saturday, the preceding Friday shall be observed as a holiday.
- 21.3. Whenever New Year's Day, Independence Day or Christmas Day falls on a Sunday, the following Monday shall be observed as a holiday.
- 21.4. Whenever New Year's Day or Christmas falls on a Saturday, the following Monday shall be observed as a holiday.
- 21.5. In order to qualify for holiday pay, the eligible employee must work the workday normally scheduled preceding the holiday and following the holiday.
- 21.6. 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.
- 21.7. The provisions of this Article shall not in any way abridge the City's right to schedule an employee to work on recognized holidays.

## **ARTICLE 22**

### **DUTY-INCURRED DISABILITY PAY**

- 22.1. If an employee covered by this Agreement sustains an injury which meets the requirements of Chapter 102, Wisconsin Statutes, (the Worker's Compensation Act), within the scope of their employment, the City undertakes to protect the employee's after tax take-home pay for a maximum of two hundred fifty (250) working days during the course of the employee's lifetime work career with the City.
- 22.2. The City shall pay a disabled employee whose injury meets statutory standards an amount equal to seventy (70) percent of the salary he/she would have earned as regular gross pay during the period in question.
- 22.3. 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 23**

### **LEAVE OF ABSENCE FOR MILITARY DUTY**

- 23.1. A member of the bargaining unit who is called for training or duty with a reserve component of the United States Armed Forces or the National Guard is entitled to an equivalent reimbursement of base pay for up to ten working days leave for such duty or training per calendar year. The member of the bargaining unit shall receive the equivalent of his or her pay for such period reduced by the amount of base pay received for such duty or training for each day the employee would have worked for the City. In the event of a riot, civil disturbance or other call to duty by the Governor for state duty, members of the National Guard shall have their regular pay continued with no deduction for pay received from the National Guard as a result of such state duty.

## **ARTICLE 24**

### **FUNERAL LEAVE**

#### 24.1. 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. Effective calendar year 2002, for purposes of this Article only, the definition of "immediate family" shall include registered domestic partners of City employees if registered as such by the City Clerk as provided under Chapter 111 of the Milwaukee Code of Ordinances. Effective February 13, 2005, for purposes of this Article only, include spouse's sibling's spouse in definition of brother-in-law and sister-in-law.

24.2. 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.

24.3. 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.

24.4. The Director of Employee Relations 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.

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

## **ARTICLE 25**

### **TERMINAL LEAVE**

- 25.1. An employee covered by this Agreement who retires under the provisions of the Employees Retirement System of Milwaukee (but excluding retirement on deferred or actuary reduced pensions as they are defined under the System) shall, upon retirement, be entitled to a lump sum payment equivalent to thirty (30) percent of the employee's earned and unused sick leave balance in the employee's normal sick leave account as defined in 19.4. plus one-half of the sick leave days accumulated during the previous twelve (12) months of service prior to retirement, for up to six (6) additional days. For purposes of this Article only, in the event an employee is at the maximum of 960 hours of sick leave during his/her 12 months of service immediately prior to retirement, the amount of accumulated and unused sick leave will be calculated as if he/she had been eligible to accumulate sick leave during this 12 month period.
- 25.2. Terminal leave compensation shall not affect 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.
- 25.3. Terminal leave compensation benefits shall be made as soon as is administratively practicable after the employee's effective date of retirement.
- 25.4. An employee shall receive terminal leave compensation from the City only on one occasion and from one job classification.

## **ARTICLE 26**

### **LONG TERM DISABILITY PROGRAM**

- 26.1. 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. With the exception of the frozen "special sick leave" account, described in Article 19, LTD benefits will begin only after all other temporary disability benefits, have been exhausted.
- 26.2. 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.
- 26.3. 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.
- 26.4. The City shall retain the right to manage, at its sole discretion, the administration and funding of the LTD benefit program, including, but not limited to selecting, changing, or terminating third party LTD benefit administrators, operating as the LTD benefit administrator, establishing and managing reserve funds in relation to the LTD benefit program, self-funding the LTD benefit program, and entering into or terminating insurance agreements in relation to the LTD benefit program.

## **ARTICLE 27**

### **UNPAID MATERNITY/CHILDREARING LEAVE OF ABSENCE**

#### 27.1. Female Maternity/Childrearing Leave

##### a. Unpaid Maternity Leave

###### (1) Length of Leave

Maternity leave shall be granted solely for the purposes of a medical disability associated with pregnancy. A female employee shall be entitled to an unpaid maternity leave of absence beginning on the date her attending physician determines she is no longer able to work on account of medical reasons associated with her pregnancy and ending no later than 135 consecutive calendar days following the date of delivery resulting from such pregnancy.

###### (2) Extension of Maternity Leave

At his/her discretion, the employee's attending physician may extend the term of maternity leave beyond the 135-day post-delivery maximum, described above, for medical reasons associated with such pregnancy until such time as he/she determines that the employee is fit for return to work.

##### b. Unpaid Childrearing Leave

When requested, a female employee shall be entitled to an unpaid childrearing leave of absence of not more than 130 consecutive calendar days, beginning on the date her maternity leave ends. Such leave shall be granted solely for the purpose of childrearing.

##### c. The leave provided by subsection 27.1.a and 27.1.b of this Article, above, shall be without pay except that the employee may use her accumulated sick leave during the maternity portion of such leave so long as her attending physician determines that she is unfit for work on account of medical reasons associated with her pregnancy. An employee may use the accumulated vacation, holiday time or compensatory time off, which she is entitled to receive under this



Agreement, during such leave. Except when maternity leave is extended for medical reasons, as hereinbefore provided, the unpaid portion of such leaves, together with the paid portion, shall not exceed the time limits provided for in subsection 27.1.a and 27.1.b, above. Except as required by the state and federal Family and Medical Leave Acts, an employee shall not be entitled to the benefits provided under the Sick Leave Article of this Agreement during a period of childrearing leave nor shall she be entitled to the benefits under such Injury Pay Article during a period of a maternity leave.

- d. A female employee making application for maternity or childrearing leave shall provide the City Attorney with written advance notice, in a manner prescribed by the City Attorney. This notice shall include her physician's statement of the anticipated delivery date and the employee's intended beginning and ending date for the maternity/childrearing leave.

#### 27.2. Male Childrearing Leave

- a. When requested, a male employee shall be entitled to an unpaid childrearing leave of absence for up to 130 consecutive calendar days beginning on the date the employee's spouse gave birth to a child. Such leave shall be granted solely for the purpose of childrearing.
- b. Such leave shall be without pay except that the employee may use accumulated vacation, holiday time and compensatory time off to which he is entitled under this Agreement during such leave. The unpaid portion of such leave together with the paid portion shall not exceed 130 consecutive calendar days. Except as required by the state and federal Family and Medical Leave Acts, an employee shall not be entitled to receive the benefits provided under the Sick Leave Article of this Agreement during a period of a childrearing leave.
- c. A male employee making application for a childrearing leave shall provide the City Attorney with written advance notice, in a manner prescribed by the City Attorney, and indicate thereon the starting date of such childrearing leave and the anticipated date such leave will end.

27.3. Unpaid Childrearing Leaves of Absence Involving Adopted Children

- a. When requested, an employee shall be granted an unpaid special childrearing leave of up to 130 consecutive calendar days in the event such employee legally adopts a child under age five. The employee may be required to provide documentation of such adoption to the City Attorney. Such leave shall begin on the effective date of placement of the adopted child in the employee's home.
- b. Such leave shall be without pay except that the employee may use the accumulated vacation, holiday time and compensatory time off to which he/she is entitled under this Agreement during such leave. The unpaid portion of such leave, together with the paid portion, shall not exceed 130 consecutive calendar days. Except as required by the state and federal Family and Medical Leave Acts, an employee shall not be entitled to receive the benefits provided under the Sick Leave Article of this Agreement during a period of a special childrearing leave.
- c. An employee making application for a special childrearing leave for adoption purposes shall provide the City Attorney with written advance notice, in a manner prescribed by the City Attorney and indicate thereon the starting date of such special childrearing leave and the anticipated date such leave will end.

27.4. Reinstatement

- a. Unpaid Leave of Absence Less Than 90 Days  
An employee requesting reinstatement to active service from an authorized leave of absence that is less than 90 consecutive calendar days in duration shall inform the City Attorney in writing of the date on which reinstatement is requested. If the leave of absence was a maternity leave, the employee must additionally provide the City Attorney with a doctor's statement that she is able to return to active service. An employee meeting the requirements of this Article shall be reinstated to the pay step he/she occupied immediately prior to such leave of absence.
- b. Unpaid Leave of Absence Equal to or Greater Than 90 Days

An employee requesting a return to duty from an authorized leave of absence provided hereunder that is of 90 consecutive calendar days in duration or longer shall inform the City Attorney in writing of the date on which reinstatement is requested. If the leave of absence was a maternity leave, the employee must additionally provide the City Attorney with a doctor's statement that she is able to return to active service. An employee meeting the requirements of this Article shall be reinstated to the pay step classification he/she occupied immediately prior to such leave as follows:

- (1) If a vacancy exists on the date such employee requests return to work, then the employee's reinstatement shall be effective on that date.
- (2) If no vacancy exists in such classification on the date such employee requests return to work, then the employee's reinstatement shall be effective on the first date following the requested date that such vacancy occurs.

27.5. Administration

- a. During his/her probationary period, an employee shall not be eligible for the childrearing benefits provided herein. This requirement shall not apply to the maternity portion of the leave provided in 27.1.a.
- b. No benefits, including salary step increments, shall accrue to the individual during the unpaid portion of such leave.
- c. An employee who has been reinstated to duty from an unpaid childrearing leave granted for the birth or adoption of his/her child shall not be permitted an additional period of unpaid childrearing leave for that child.

## **ARTICLE 28**

### **SENIORITY FOR LAYOFF PURPOSES**

#### 28.1 Definition

- a. Seniority for layoff purposes is defined as the relative status of an employee based upon his/her regular appointment date in the job classification of Assistant City Attorney represented by the Union within the Office of City Attorney.
- b. A bargaining unit employee who accepts a promotion into a management or supervisory position within the Office of City Attorney or who accepts an appointment under Wis. Stat. § 62.51 (1) (a) shall retain his/her classification seniority, and shall not accumulate seniority while holding a management or supervisory position within the Office of City Attorney or while holding a “public office” under Wis. Stat. § 62.51.

- 28.2 a. Upon a reduction in supervisory and/or managerial positions, the supervisory or managerial employee affected may be returned to a job title he/she previously held in the bargaining unit but shall not displace any employee within the bargaining unit.
- b. Subject to paragraph 5 below, upon displacement from a supervisory or managerial position, the displaced supervisory or managerial employee shall be returned to a job title he/she previously held in the bargaining unit and shall displace the least senior employee within the bargaining unit if the returning employee has more seniority.

28.3 Effective October 15, 2009 thru December 31, 2009, there shall be no layoffs of bargaining unit employees. This provision shall expire Pay Period 26, 2009.

28.4 If the City reduces its work force involving bargaining unit personnel, it shall give the Union at least four weeks notice prior to the effective date of the layoff of the initially affected employee. The City and the Union shall meet within three working days of the notice to discuss layoffs. The City, at this meeting, shall provide the Union with a current seniority list of the department.

28.5 When layoffs are occasioned by emergency or Act of God, or when the duration thereof is not expected to exceed (30) 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 of the situation and shall meet with the Union within three working days to fully apprise it of its reasons for layoff and the expected duration thereof.

28.6. Unless there is a written finding of necessity made by the City Attorney and delivered to the Union, the order of layoff shall be inversely related to seniority of bargaining unit members in the job classification of Assistant City Attorney. A finding of necessity shall be dated and shall identify by name not more than five members of the bargaining unit whose services are deemed by the City Attorney essential to the efficient functioning of the City Attorney's office because of their unique skills or experience or because of their critical involvement in complex ongoing assignments. Bargaining unit members identified in the finding shall be exempt from seniority-based layoff. If the City Attorney has signed and delivered to the Association more than one finding of necessity, the most recent dated finding of necessity shall control. A finding of necessity made by the City Attorney shall be entitled to substantial deference and in order to be reversed by grievance arbitration shall require the Union to demonstrate by clear and convincing evidence that the finding is not within the criteria set out above. Notwithstanding the preceding sentence, a finding of necessity made and delivered to the Union by the City Attorney holding office on January 1, 2004 shall be conclusive and shall not be subject to review in any proceeding authorized under this agreement or Chapter 111.70 of the State Statutes.

28.7. Seniority shall be broken if an employee:

- a. Retires;
- b. Resigns from City employment;
- c. Is discharged for just cause;
- d. Is terminated during his/her initial probationary period;
- e. Is not recalled from a layoff for a period of three (3) years;
- f. Is recalled from a layoff and does not report for work within three (3) calendar weeks;
- g. Does not return at the expiration of a leave of absence;
- h. Accepts a position outside the bargaining unit, except as provided in 1b, above.

28.8. Recall of a laid-off employee shall be by application of seniority in the job classification of Assistant City Attorney in reverse order of layoff.

28.9 Employees having the same starting date shall have their seniority status determined as follows:

- a. If said employees' names appear on a single eligible list for the affected job, then their relative seniority status shall be determined by their rank on the eligible list.
- b. If rank on an eligible list is not determinative, relative seniority status shall be determined by lot at the Division of Labor Relations with a Union member present.

## **ARTICLE 29**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **29.1. Grievances**

- a. A grievance is a difference of opinion or dispute involving the interpretation, application or enforcement of the provisions of this Agreement.
- b. The following matters shall not constitute a grievance hereunder:
  - (1) Interpretation, application, enforcement or administration of any matter involving the City pension systems, including the pension benefits provided by such systems and their administration.
  - (2) Termination or discipline of a probationary employee.
  - (3) The articles of this Agreement entitled Subordinate to Charter and Management Rights except as provided in 29.1.b.(4).
  - (4) Discipline of less than a one day suspension shall not be grievable; discipline for cause of one day or greater severity shall be grievable.
  - (5) Any matter which is not initiated within twenty (20) working days of the date upon which the employee knew or could reasonably have known of the event giving rise to the dispute.

#### **29.2. GRIEVANCE PROCEDURE**

- a. Step One. An employee who has a grievance shall first present the grievance orally to the City Attorney, either alone or accompanied by a Union representative.
- b. Step Two. If the grievance is not settled at the first step, it shall be reduced to writing and presented to the City Attorney. Within five (5) working days of receipt of the written grievance, the City Attorney shall furnish the employee and the Union with a written answer to the grievance.

#### **29.3. ARBITRATION PROCEDURE**

- a. If the City Attorney's written answer to the grievance is unsatisfactory to the Union, within ten (10) working days, the Union shall notify the City Labor

Negotiator in writing of its intention to refer the grievance to arbitration. After the notice of intent to proceed to arbitration is received, the grievance shall be reviewed at a meeting between the City Labor Negotiator and the President of the Union or their designees. The designated participants shall be empowered to settle the grievance. The grievance shall not be presented before an Arbitrator until such a meeting has occurred or been waived by mutual written agreement.

- b. If the grievance is not resolved by the procedure in 29.3.a, the matter shall go to arbitration. The parties shall first attempt to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within five (5) working days, the parties shall immediately jointly request the Wisconsin Employment Relations Commission to submit a panel of five (5) potential arbitrators. The Union president and the City Labor Negotiator or their designees shall, after the receipt of the lists, meet promptly to select an arbitrator. The arbitrator shall be selected by the parties' alternately striking names until one name remains. The parties shall notify the arbitrator in writing of his/her selection, and request that he/she set a time and place for an arbitration hearing.
- c. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue. The arbitrator shall have no authority to grant wage increases or wage decreases, or to increase the number of jobs in the City.
- d. The arbitrator shall have no authority to make a decision contrary to, inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law or any City ordinance.
- e. The arbitrator shall submit in writing his/her decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree in writing to an extension of the time.
- f. The arbitrator's decision shall be based solely upon his/her interpretation of the



meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

- g. The fee and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the City and the Union. Each party shall be responsible for compensating its own representatives and witnesses, and bearing the costs of its own copy of the written transcript.

29.4. 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 Attorney's last answer. If the City Attorney does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the City Attorney and the Union representative involved in each 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.

## **ARTICLE 30**

### **MISCELLANEOUS**

- 30.1. The City's Commuter Value Pass Program is extended to employees represented by Association of Municipal Attorneys. The Program shall be as established and administered by the Department of Employee Relations. During a calendar month in which an employee is receiving benefits contained in Article 17, Parking Allowance, he or she shall be ineligible to participate in the City's Commuter Value Pass Program.
- 30.2. An employee who is employed for an average of 20 hours per week shall be eligible for the following employment benefits on a prorata basis, but only when and to the extent provided for in this Agreement:

- Vacations
- Holidays
- Sick Leave
- Funeral Leave
- Sick Leave Incentive Program
- Jury Duty
- Tuition and Textbook Reimbursement

In addition, an employee shall be eligible for Health Insurance. Payment of Health Insurance premiums shall be prorated. Eligibility for the above benefits shall be confined to the actual employment period.

## **ARTICLE 31**

### **MEET AND CONFER COMMITTEE**

- 31.1. A meet and confer committee shall be established to discuss proposed changes in or additions to written work regulations before implementation.
- 31.2. The members of the committee shall be the City Attorney or his/her designee and the Union President or his/her designee.
- 31.3. Recommendations of the committee, if any, shall be advisory only and shall not be binding on the parties.

## **ARTICLE 32**

### **AMERICANS WITH DISABILITIES ACT (ADA)**

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

## **ARTICLE 33**

### **AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT**

- 33.1. Any construction of the provisions of this Agreement shall be in harmony with the duties, obligations and responsibilities which by law devolve upon the Common Council and the City Attorney and the construction of these provisions shall preclude a construction which would or could result in an unlawful delegation of powers unilaterally devolving upon the Common Council and the City Attorney.
- 33.2. For purposes of construction and interpretation of the various provisions, this Agreement shall be considered to have been executed on the date of this Agreement is approved by the Common Council .

## **ARTICLE 34**

### **NOTICES**

- 34.1. Notices required by this Agreement shall be sent to the City Labor Negotiator. The City shall mail notices required of it to the Union's President.

## **ARTICLE 35**

### **WAIVER OF NEGOTIATIONS**

- 35.1. The parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Each party for the term of this Agreement specifically waives the right to demand or to petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.
- 35.2. The terms and conditions set forth in this Agreement can only be modified during its term by written consent of both parties.

## **ARTICLE 36**

### **SAVINGS CLAUSE**

- 36.1. If any article or section of this Agreement or any addendum 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, or enjoined by legislation the remainder of this Agreement and addenda shall not be affected thereby.



## **ARTICLE 37**

### **ENTIRE AGREEMENT**

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

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.

ASSOCIATION OF  
MUNICIPAL ATTORNEYS

CITY OF MILWAUKEE  
A Municipal Corporation

BY:

\_\_\_\_\_  
Gregg Hagopian  
Association President

\_\_\_\_\_  
Maria Monteagudo  
Employee Relations Director

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

\_\_\_\_\_  
Thomas Gartner  
Negotiating Committee Member

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

\_\_\_\_\_  
Miriam Horwitz  
Negotiating Committee Member

\_\_\_\_\_  
KathrynBlock  
Negotiating Committee Member

FOR THE CITY:

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

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

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

\_\_\_\_\_  
W. Martin Morics, Comptroller

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

Attorneys 07-09 LC.doc

**SIGNATURES**

## **APPENDIX A**

### **Wellness and Prevention**

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

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

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

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

The City shall develop a Request for Proposal (RFP) and solicit bids from third party vendors qualified to implement the Wellness and Prevention Program. Upon conclusion of the bidding

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

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

**MEMORANDUM OF AGREEMENT**

**Between**

**THE CITY OF MILWAUKEE**

**And**

**THE ASSOCIATION OF MUNICIPAL ATTORNEYS**

**Effective January 1, 2007, thru December 31, 2009**

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF MILWAUKEE

AND

ASSOCIATION OF MUNICIPAL ATTORNEYS

This Memorandum records the agreement reached on all items between the parties for the time period commencing January 1, 2007, and expiring December 31, 2009. The negotiating committee for the Association of Municipal Attorneys obtained a ratification vote from its members on October 27, 2009 concerning ratification and adoption of the City's October 15, 2009 Proposal and this Agreement.

In that the Association of Municipal Attorneys membership has properly ratified and adopted this Agreement, the City of Milwaukee Negotiating Team and the Union negotiating committee agrees to recommend the items contained in this Agreement to the Common Council of the City of Milwaukee and support their adoption.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

<b>Representatives of the Association of Municipal Attorneys</b>	<b>Representatives of the City of Milwaukee Negotiating Team</b>

MEMORANDUM OF UNDERSTANDING  
Between  
THE CITY OF MILWAUKEE  
and  
ASSOCIATION OF MUNICIPAL ATTORNEYS  
  
TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
<b>PREAMBLE .....</b>	<b>1</b>
<b>ARTICLE 1 .....</b>	<b>2</b>
DURATION .....	2
<b>ARTICLE 2 .....</b>	<b>3</b>
SUBORDINATE TO CHARTER .....	3
<b>ARTICLE 3 .....</b>	<b>4</b>
ORDINANCE AND RESOLUTION REFERENCES .....	4
<b>ARTICLE 4 .....</b>	<b>5</b>
MANAGEMENT RIGHTS .....	5
<b>ARTICLE 5 .....</b>	<b>7</b>
SPECIAL COUNSEL .....	7
<b>ARTICLE 6 .....</b>	<b>8</b>
UNION RECOGNITION .....	8
<b>ARTICLE 7 .....</b>	<b>9</b>
PROBATIONARY EMPLOYEES .....	9
<b>ARTICLE 8 .....</b>	<b>10</b>
UNION SECURITY .....	10
<b>ARTICLE 9 .....</b>	<b>11</b>
UNION NEGOTIATING COMMITTEE .....	11
<b>ARTICLE 10 .....</b>	<b>12</b>
UNION RESPONSIBILITIES .....	12
<b>ARTICLE 11 .....</b>	<b>13</b>
PROHIBITION OF STRIKES AND LOCKOUTS .....	13
<b>ARTICLE 12 .....</b>	<b>14</b>
SALARY .....	14

<b>ARTICLE 13.....</b>	<b>18</b>
HEALTH INSURANCE.....	18
<b>ARTICLE 14.....</b>	<b>32</b>
LIFE INSURANCE .....	32
<b>ARTICLE 15.....</b>	<b>36</b>
PENSION BENEFITS .....	36
<b>ARTICLE 16.....</b>	<b>37</b>
TUITION REIMBURSEMENT, BAR DUES PAYMENT AND.....	37
EDUCATIONAL EXPENSE.....	37
<b>ARTICLE 17.....</b>	<b>38</b>
PARKING AND MILEAGE ALLOWANCE.....	38
VACATIONS .....	41
<b>ARTICLE 19.....</b>	<b>44</b>
SICK LEAVE .....	44
<b>ARTICLE 20.....</b>	<b>46</b>
SICK LEAVE CONTROL INCENTIVE LEAVE .....	46
<b>ARTICLE 21.....</b>	<b>49</b>
HOLIDAYS.....	49
<b>ARTICLE 22.....</b>	<b>50</b>
DUTY-INCURRED DISABILITY PAY .....	50
<b>ARTICLE 23.....</b>	<b>51</b>
LEAVE OF ABSENCE FOR MILITARY DUTY .....	51
<b>ARTICLE 24.....</b>	<b>52</b>
FUNERAL LEAVE .....	52
<b>ARTICLE 25.....</b>	<b>54</b>
TERMINAL LEAVE.....	54
<b>ARTICLE 26.....</b>	<b>55</b>
LONG TERM DISABILITY PROGRAM.....	55
<b>ARTICLE 27.....</b>	<b>56</b>
UNPAID MATERNITY/CHILDREARING LEAVE OF ABSENCE.....	56
<b>ARTICLE 28.....</b>	<b>60</b>
SENIORITY FOR LAYOFF PURPOSES .....	60
<b>ARTICLE 29.....</b>	<b>63</b>
GRIEVANCE AND ARBITRATION PROCEDURE.....	63
<b>ARTICLE 30.....</b>	<b>66</b>



MISCELLANEOUS .....	66
<b>ARTICLE 31</b> .....	<b>67</b>
MEET AND CONFER COMMITTEE .....	67
<b>ARTICLE 32</b> .....	<b>68</b>
AMERICANS WITH DISABILITIES ACT (ADA) .....	68
<b>ARTICLE 33</b> .....	<b>69</b>
AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT .....	69
<b>ARTICLE 34</b> .....	<b>70</b>
NOTICES .....	70
<b>ARTICLE 35</b> .....	<b>71</b>
WAIVER OF NEGOTIATIONS .....	71
<b>ARTICLE 36</b> .....	<b>72</b>
SAVINGS CLAUSE .....	72
<b>ARTICLE 37</b> .....	<b>73</b>
ENTIRE AGREEMENT .....	73
<b>SIGNATURES</b> .....	<b>74</b>
<b>APPENDIX A</b> .....	<b>75</b>

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF MILWAUKEE  
AND  
THE ASSOCIATION OF MUNICIPAL ATTORNEYS

Effective January 1, 2010 thru December 31, 2011

**PREAMBLE**

This Agreement, is made at Milwaukee, Wisconsin, pursuant to and in discharge of the obligations under Section 111.70, Wisconsin Statutes, of the City of Milwaukee, hereinafter referred to as the "City" and the Association of Municipal Attorneys, hereinafter referred to as the "Union."

The parties are desirous of reaching an amicable understanding governing the employer-employee relationship and entering into a complete agreement covering rates of pay, hours of work and conditions of employment of members of the bargaining unit.

Each of the parties has had an unlimited right and opportunity in meetings which the parties have held, to make any and all demands and proposals with respect to rates of pay, hours of work, and conditions of employment and all incidental matters pertaining thereto.

The parties intend that this agreement is to be consistent with the legislative authority of the City's Common Council, with state statutes, and insofar as applicable, the rules and regulations of the City Service Commission.

The parties intend that there be no abrogation of the duties, obligations or responsibilities of the City, its agencies or departments, except as expressly limited herein.

## **ARTICLE 1**

### **DURATION**

- 1.1. This Agreement shall commence on January 1, 2010, and shall terminate at midnight on December 31, 2011.
- 1.2. Either party may reopen the contract by notice served upon the other not earlier than July 1, 2011, nor later than August 1, 2011, indicating areas in a succeeding contract in which changes are requested. Negotiations shall begin promptly thereafter and the parties pledge their earnest efforts to achieve agreement on or before December 31, 2011.
- 1.3. Either party to this Agreement may select a negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of Section 111.70, Wisconsin Statutes. No consent from either party shall be required in order to name a negotiator or negotiators.

## **ARTICLE 2**

### **SUBORDINATE TO CHARTER**

- 2.1. This Agreement shall, in all respects, be subject and subordinate to the provisions of the Milwaukee City Charter in effect at the time of execution of the Agreement; to the provisions of the rules and regulations of the City Service Commission of City, within its statutory jurisdiction; and to the Statutes of the State of Wisconsin.

### **ARTICLE 3**

#### **ORDINANCE AND RESOLUTION REFERENCES**

- 3.1. 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, as well as those adopted thereafter, that do not conflict with the specific provisions of this Agreement, shall remain in force and effect.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

- 4.1. The Union and the members of the bargaining unit recognize and acknowledge the character of the Office of City Attorney as the Office of an elected official of the City possessing the powers and charged with responsibility prescribed by Charter Ordinances and Ordinances of the City of Milwaukee, and further recognize that it is staffed by Assistants uniquely responsible to the City Attorney for the expeditious and satisfactory performance of their assigned duties in the accomplishment of the City Attorney's responsibilities.
- 4.2. The Union recognizes the right of the City and the City Attorney to operate and manage their affairs, in accordance with all applicable laws, ordinances, resolutions and executive orders. Any power or authority which the City has not officially abrogated, delegated or modified by this Agreement is retained by the City.
- 4.3. The Union recognizes the exclusive right of the City to determine the number, structure and location of departments and divisions; the kinds and number of services to be performed; the right to determine the number of positions and the classifications thereof to perform such service; the right to direct the work force; the right to assign work; the right to schedule employees; the right to subcontract work; the right to establish qualifications for hire, promotion and demotion; the right to test and to hire, promote, retain, to transfer and make assignments, subject to City Service procedures and the terms of this contract related thereto; the right to suspend, discharge, terminate, demote or take other disciplinary action for cause; the right to lay off employees; the right to maintain efficiency of operations by determining the method, the means and the personnel by which such operations are conducted; and to take whatever other actions are deemed by the City and/or the City Attorney reasonable or necessary to carry out the duties of the City Attorney.
- 4.4. The City and City Attorney reserve the right to make reasonable work regulations.
- 4.5. The City and City Attorney reserve total discretion with respect to the function or

mission of the department, its budget, organization, and the technology employed in performing the work.

## **ARTICLE 5**

### **SPECIAL COUNSEL**

- 5.1. Nothing in this Agreement shall abridge or diminish the powers of the City or City Attorney to retain special counsel; or to contract with non-employees of the City for performance of legal services.



## **ARTICLE 6**

### **UNION RECOGNITION**

- 6.1. The City recognizes Union as the exclusive collective bargaining agent for Assistant City Attorneys.
- 6.2. This article is intended to describe the bargaining representative and bargaining unit covered by this agreement and is not intended for any other purpose.

## **ARTICLE 7**

### **PROBATIONARY EMPLOYEES**

- 7.1. An individual appointed to an Assistant City Attorney position shall serve a twelve-month probation period, which may be extended by the City Service Commission.

## **ARTICLE 8**

### **UNION SECURITY**

- 8.1. An employee may authorize the City to deduct Union dues from his/her paycheck by executing an authorization card and submitting it to the City Labor Negotiator. The check-off shall become effective two (2) pay periods after filing.
- 8.2. For those employees who do not authorize Union dues deduction, the City will deduct a fair share amount which is the uniform amount certified by the Union as the proportionate share of dues for non-members.
- 8.3. Union dues and the fair share amount shall be remitted to the Treasurer of the Union within ten (10) days after the payday upon which such deduction was made.
- 8.4. 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 the changed deduction is to be effective.
- 8.5. 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.
- 8.6. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reasons of action taken or not taken by the City for the purpose of complying with the provisions of this Article.

## **ARTICLE 9**

### **UNION NEGOTIATING COMMITTEE**

- 9.1. The Union shall advise the City of the names of its negotiators. The provisions of this Article shall be limited to negotiations during normal work hours with respect to wages, hours and conditions of employment. One or more representatives from the Union shall be paid regular base salary up to a combined maximum of forty-eight hours for time spent in negotiation of a successor contract. No payment will be made for time in excess of eight hours per day. Reasonable travel time to and from site of meeting will be allowed.
- 9.2. The name of the duly chosen representatives of the bargaining unit attending a meeting shall be submitted to the City Labor Negotiator sufficiently in advance of scheduled meetings so as to permit notification of the City Attorney.
- 9.3. The City Labor Negotiator shall administer the provisions of this section.

## **ARTICLE 10**

### **UNION RESPONSIBILITIES**

- 10.1. Except as specifically provided herein, no Union member or officer shall conduct or engage in any Union business on City time or premises, nor shall Union meetings be held on City time or premises.
- 10.2. The City will furnish for the Union two bulletin boards, one shall be located in the main City Attorney office and the other shall be located in the prosecution offices of the City Attorney. The boards shall be used only for the following notices and announcements:
  - (a) Recreational and social affairs of the Union.
  - (b) Union meetings.
  - (c) Union elections.
  - (d) Reports of Union committees.
- 10.3. Notices and announcements shall not contain anything political or controversial or any thing reflecting upon the City, any of its officers or employees, or any labor organization among its employees. No material, notices, or announcements which violate the provisions of this section shall be posted.
- 10.4. Any violations of this section shall entitle the City to cancel immediately the provisions of this section and remove the bulletin board.

## **ARTICLE 11**

### **PROHIBITION OF STRIKES AND LOCKOUTS**

- 11.1. The Union shall neither cause, condone, nor counsel any members of the bargaining unit to strike, nor shall it in any manner cause said members either directly or indirectly to commit any concerted acts of work stoppage, slowdown, or refusal to perform any customarily assigned duties for the City.
- 11.2. Whether or not the Union is liable for such acts or actions of any employee, any employee who commits an act prohibited in this Article shall be subject to disciplinary action including discharge, and/or loss of compensation, vacation benefits and holiday pay as determined by the City Labor Negotiator.
- 11.3. Upon notification from the City Labor Negotiator, to the Union that certain members of the bargaining unit are engaged in a strike, the Union shall immediately order, in writing, those members to return to work at once and shall provide the City with a copy of that order. A responsible official of the Union shall publicly order the members 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 it that a strike is in progress or has taken place, or that any particular member is or has engaged in a strike. The notification shall be made solely on the representations of the City. In the event that a 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 to take such action shall be considered in determining whether or not the Union caused, condoned, counseled or authorized the strike, directly or indirectly.
- 11.4. There shall be no lockout by the City during the term of this Agreement.

## **ARTICLE 12**

### **SALARY**

12.1.

Effective Pay Period 1, 2010 thru Pay Period 26, 2011, the biweekly base salary paid to employees shall be those rates that became effective Pay Period 14, 2009. This provision shall expire at the end of Pay Period 26, 2011.

12.2 Effective Pay Period 14, 2009, after the adjustment in 12.1 above, the Assistant City Attorney's open pay range shall be as follows:

Minimum biweekly pay rate: \$2,076.77

Maximum biweekly pay rate: \$4,915.76

12.3. The City Attorney has sole discretion to hire an Assistant City Attorney at any point in the established pay range.

12.4. For purposes of merit salary adjustment only, Pay Period 01 will be the salary anniversary date for all employees.

12.5. Merit Generation and Distribution

- a. As soon as administratively practicable after Pay Period 01, each eligible employee will be considered for an annual merit increase, based upon the employee's performance the previous fiscal year as evaluated by the City Attorney. The merit increases are subject to terms and conditions as specified in Sections 12.5.b. through 12.5.e., below.
- b. Definitions: For purposes of this Article, the following definitions shall apply:
  - (1) An "eligible" employee shall be defined as an employee in the City Attorney's office in the classification of Assistant City Attorney who meets the following conditions as of Pay Period 01 in the fiscal year that the merit step is granted:
    - (a) is on the payroll or on authorized unpaid medical or military leave of absence or a Family Medical Leave of Absence; and
    - (b) is not at the maximum of his/her pay range; and

- (c) has worked at least 6 months as an Assistant City Attorney in the preceding fiscal year.
- (2) Fiscal year shall be defined as Pay Periods 1 to 26 or Pay Periods 1 to 27, whichever is applicable.
- c. Effective Date: Merit increases shall be effective the first pay period of the fiscal year following the fiscal year in which the performance has been evaluated.
- d. Effective Pay Period 1, 2010, there shall be no merit increases for the term of the Agreement. This provision shall expire at the end of Pay Period 26, 2011.
- e. Eligible employees will generate merit steps for distribution as merit increases as follows:
  - (1) The merit step will be generated by dividing the difference between the Pay Period 01 maximum and minimum biweekly rates of the Assistant City Attorney pay range by 17. The amount of monies for merit distribution will be determined by multiplying the number of eligible employees times the biweekly merit step. For purposes of determining the amount of monies available for merit generation, an eligible employee who works less than eighty hours in a pay period will count as one employee.
  - (2) Neither the amount of the merit increase nor the evaluation is grievable except under the following conditions
    - (a) An eligible employee who prior to the merit increase has a biweekly rate less than 93% of the maximum biweekly rate and who receives a merit increase of less than one-half of the biweekly merit step generated, may grieve the reasonableness of the amount of the merit increase granted.
    - (b) An eligible employee who prior to the merit increase has a biweekly rate at or greater than 93% of the maximum biweekly rate and who receives a merit increase of less than one-quarter of the biweekly merit step generated, may grieve the reasonableness of the amount of



merit increase granted.

- (3) The City Attorney shall distribute all monies generated for merit increases. For purposes of determining if all monies generated for merit increases has been distributed, the merit increase of an eligible employee who works less than eighty hours in a pay period will count as if the employee worked eighty hours in the pay period. In implementing the merit distribution, the City Attorney will exercise reasonable discretion
- (4) Once per year, the City Attorney may reduce the employee's base salary by up to one generated merit step for performance lacking merit. The reduction shall not place the base salary below the pay range. To effectuate a reduction, the City Attorney shall, ninety (90) calendar days prior to taking action, give the employee written notice, with reasons for such proposed reduction, and a statement indicating what the employee must do to avoid the action.
- (5) Merit increases shall be construed as being part of an employee's base salary and shall be included in the computation of fringe benefits.

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

12.7 All employees who are capable of maintaining a financial relationship with a banking institution shall participate in direct deposit of paychecks.

12.8 During the term of the Agreement, there shall be no more than four furlough days during calendar year 2010 and no more than four furlough days during calendar year 2011. The policies as set forth in the Department of Employee Relations Mandatory Furlough and Administrative Guidelines policy dated June 19, 2009 regarding benefits

during furlough days shall apply in calendar years 2010 and 2011. The agreement between the City and the Union regarding furlough days shall be without precedent or prejudice, and the Union agrees it will not file a prohibited practice complaint or any other legal action regarding the 2010-2011 furlough days. This provision shall expire December 31, 2011.

## **ARTICLE 13**

### **HEALTH INSURANCE**

#### 13.1. Benefits

##### a. Basic Plan

Basic Plan health insurance benefits shall be the same as the Basic Plan benefits provided in the 2004-2006 City/Union Agreement.

##### b. Health Maintenance Organization (HMO) Plans

- (1) Except as provided in subsection 13.1.b.(2), hereunder, an employee shall have the right to select coverage under a Health Maintenance Organization (HMO) Plan approved by the City in lieu of coverage provided by the Basic Plan. Except as provided in subsection 13.1.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.
- (2) The City may offer 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) Employees shall be responsible for the following co-payments:
  - (a) An employee shall pay a \$10.00 office visit co-payment (OVCP) for all

office or urgent care visits due to illness or injury, except as noted in subsections 13.1.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, except this co-payment shall be waived if admitted directly to the hospital from the emergency room.
- (e) The prescription drug card plan under the uniform benefits shall be replaced with a three-tier drug card plan. The designation of legend drugs and the assignment of drugs to the following tiers shall be determined by the plan:
  - i. Tier 1 co-payment equal to \$5.00;
  - ii. Tier 2 co-payment equal to \$17.00;
  - iii. Tier 3 co-payment equal to \$25.00;
  - iv. Legend Drugs co-payment equal to \$5.00;
  - v. Mail Order Drug co-payment amount for a three-month or 90-day supply shall be equal to the co-payment amount for a two-month or 60-day supply.

c. Basic Dental Plan

Basic Dental Plan insurance benefits shall be the same as the benefit 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)

Employees shall have the right to select coverage under a Prepaid Dental Plan

(PDP) offered 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 13.1.a. through 13.1.d.
- (4) The City, in conjunction with its insurance administrator, carrier, or provider, shall have the right to develop and implement any other cost containment measure it deems necessary.
- (5) An annual Health Risk Assessment (HRA), which shall include basic biometrics, a written health risk assessment questionnaire and a blood draw, shall be implemented as soon as practicable following execution of this Agreement
- (6) Both a Wellness and Prevention Program and Committee shall be implemented. A description of both the program and the committee is appended hereto as Appendix A.

13.2. Eligibility for Benefits

- a. An employee in active service whose normal hours of work average more than twenty (20) hours per week or whose normal hours of work average twenty (20) hours per week on a year-round basis in a position which is budgeted as half-time, shall be entitled to health insurance and dental insurance benefits provided in subsections 13.1.a. through 13.1.d., subject to conditions specified in this Article.

- b. An employee in active service shall be entitled to Dental Plan benefits provided in subsection 13.1.c. or 13.1.d., above, so long as he/she remains in active service. All employees, while in active service, may participate in a City Dental Plan as described in subsections 13.1.c. and 13.1.d., above, with the same enrollment status that they maintain for their health insurance benefits. Individuals not in active service shall not be entitled to Dental Plan benefits.
- c. 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 13.1.a. or 13.1.b., for the term of this Agreement.
- d. 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 13.1.a. or 13.1.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 13.2.b., 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.
- e. Commencing January 1, 1996, 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 subsections 13.1.a. or 13.1.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 13.2.b., 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.

- f. Effective January 1, 2010 through December 31, 2010, an employee in active service who retires during 2010 on a normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) including an allowance under sec. 36-05-1-d-3 of the City Charter, and elects to use the Bonus Year, as provided in sec. 36-04-1-f of the City Charter, to meet the minimum age for retirement eligibility or to add to the employee's creditable service, shall be entitled, if the employee has at least 15 years of creditable service, which may include the Bonus Year, to the benefits referenced in subsection 13.2.d, subject to the provisions of that section, or if the employee has at least 30 creditable years of service, which may include the Bonus Year, to the benefits referenced in subsection 13.2.e, subject to the provisions of that section, and shall be subject to the cost of coverage provisions under Article 13.3.c.(1) or (2). Thereafter, such employees who retire on a normal pension during 2010 shall, subject to the provisions of those sections, be eligible for the benefits referenced in subsection 13.2.d or e and shall be subject to the cost of coverage provisions under Article 13.3.c.(1) or (2).
- 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.

### 13.3. Cost of Coverage - Basic Plan or HMO Plan Only

- a. For Employees in Active Service
  - (1) For Employees Enrolled in the Basic Plan for calendar years 2010 and 2011.
    - (a) Except as provided in subsection 13.5., below, prior to the implementation of a Health Risk Assessment (HRA), an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$75.00 per month for single enrollment when such employee's enrollment status is single and \$150.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.
    - (b) Except as provided in subsections 13.5. below, effective the first full calendar month following implementation of the annual HRA for active employees enrolled in the Basic Plan, the employee contributions shall be as follows:
      - i. The employee contribution shall increase to \$85.00 per month for single enrollment when an employee's enrollment status is single and to \$170.00 per month for family enrollment 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 13.3.a.(1)(b)i., above, for each adult covered by the plan (maximum of two, excluding dependent children) who choose 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 for calendar years 2010 and 2011.

- (a) Except as provided in subsection 13.5., below, for employees' enrolled in a HMO during calendar years 2010 and 2011, the City will contribute an amount towards meeting the subscriber cost for enrollment in the HMO Plan elected of 100% of the monthly subscriber cost of enrollment in the HMO offered by the City pursuant to subsection 13.1.b., above, having the lowest single enrollment subscriber cost to the City when an employee's enrollment status is single or up to 100% of the monthly subscriber cost of family enrollment in the HMO offered by the City pursuant to subsection 13.1.b., above, having the lowest family enrollment subscriber cost to the City when an employee's enrollment status is family. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her paycheck on a monthly basis.
- (b) Except as provided in subsection 13.5, below, an employee enrolled in an HMO plan shall contribute \$20.00 per month toward the

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

- (c) Except as provided in subsections 13.5, below, effective the first full calendar month following implementation of the annual HRA an employee enrolled in an HMO plan shall contribute the following amounts:
  - 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 13.3.a.(2)(c)i., above, for each adult (maximum of two, excluding dependent children) who choose 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 13.3.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. For calendar years 2010 and 2011, the City's contribution towards the cost of maintaining the benefits shall be as provided for in subsection 13.3.a. of this Article, above. The provisions of this subsection shall not cover retirees (including disability retirements).

b. Duty Disability

For Calendar Years 2010 and 2011.

Depending on the individual's single/family enrollment status, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection 13.3.a.(1) of this Article, above.

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

(1) .Except as noted below, eligible employees under subsections 13.2.d. or 13.2.e., who retire between January 1, 2010 and December 31, 2011 and

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

- (2) Except as noted below, for eligible employees under subsections 13.2.d. or 13.2.e., who retire between January 1, 2010 and December 31, 2011 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for single enrollment for retirees in the HMO plan elected of 100% of the monthly subscriber cost of single enrollment in the Plan offered by the City pursuant to subsection 13.1.a. or b, above, having the lowest single enrollment subscriber cost for retirees to the City. For eligible employees under subsections 13.2.d. or 13.2.e., who retire between January 1, 2010 and December 31, 2011 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for family enrollment in the HMO plan elected of 100% of the monthly subscriber cost of family enrollment for retirees in the Plan offered by the City pursuant to subsection 13.1.a. or b, above, having the lowest family enrollment subscriber cost for retirees to the City. If the per capita subscriber cost for enrollment in the

plan elected exceeds the maximum City contribution provided, the retiree shall have the amount of excess cost deducted from his/her pension check.

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

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

(4) Surviving Spouse

The provisions of subsection 13.3.c. shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsection 13.2.d. or 13.2.e. of this Article.

#### 13.4. Cost of Coverage -- Dental Plan

In calendar years 2010 and 2011, the City shall contribute an amount up to \$13.00 per month for single enrollment and an amount up to \$37.50 per month for family enrollment towards meeting the subscriber cost of the dental plan elected. 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.

#### 13.5. Prorata Credit for Half-Time Employees

The City's contribution for an eligible employee 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 not exceed 50% of the maximum City contributions required under subsections 13.3. or 13.4. of this Article, above.

#### 13.6. 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 13.1., 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 13.3., 13.4., and 13.5., 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 13.3., 13.4., and 13.5., of this Article, if the provision was not in effect.

#### 13.7. 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 subsections 13.1.a. or 13.1.b., above, the coverage shall be limited to one family plan.
- b. In the event a program of health insurance is adopted by the federal or state government and the City is required to, or elects to participate in it, benefits under the City Plan shall be coordinated with such systems but shall not operate to increase or diminish the extent of the coverage.
- c. A retiree shall be ineligible to receive the retiree health insurance benefits

provided hereunder when receiving health insurance benefits from other employment or from the employment of the retiree's spouse if the benefits received by the spouse cover the retiree.

- d. City health insurance cost contributions provided hereunder to retirees shall be in lieu of any other City retiree health insurance contributions provided by ordinance, resolution or by other means, while retirees are receiving the benefits hereunder.
- e. After the deductible is paid, the employee's share of the cost for claims made under the Major Medical co-insurance provisions shall not be less than 20%.
- f. In the event an employee or eligible dependent becomes eligible for Medicare benefits prior to attaining age 65, the City will contribute an amount up to the City's maximum contribution provided in subsection 13.3.c. of this Article toward the cost of coverage for the City's Medicare Supplemental Plan.
- g. When a member of the employee's family, as the term "family" is defined in the provisions of the Plans defined in subsections 13.1.a. or 13.1.b., is a City retiree receiving City health insurance benefits, the coverage shall be limited to one family plan.
- h. 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 13.1.a. or 13.1.b., hereof, the retiree coverage provided by the City shall be limited to one family plan.

#### 13.8. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in subsections 13.1.a. or 13.1.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.

13.9. 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 13.1., 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).

13.10. An employee shall have a 270-day waiting period for a pre-existing condition for the benefits provided in subsection 13.1.a., above.

13.12. Effective Date

Except where specifically provided otherwise herein, the provisions of this Article shall be effective from January 1, 2010, through December 31, 2011.



## **ARTICLE 14**

### **LIFE INSURANCE**

#### 14.1. 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 rounded to the next higher thousand dollars of earnings.
- b. Optional Coverage.
  - (1) During an annual open enrollment period 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.
  - (2) An employee in active service or who after that date retires on disability and under the age of 65 eligible for and taking base coverage, shall be eligible to apply for supplemental coverage effective the first day of the next month following the next open enrollment (as determined by the City) for supplemental life insurance following the execution date of this Agreement at his/her option in increments of \$1,000 to a maximum of either 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings or \$100,000, whichever is greater.
- 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 sixty-fifth (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. "Employee" shall have the meaning given in s. 350-25(3) of the Milwaukee Code of Ordinances.
- 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 sixty-fifth (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 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 Ordinance.

#### 14.2. 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).

#### 14.3. Conditions and Eligibility for Election of Coverage

- a. Subject to the terms and conditions provided under 14.3.b. through 14.3.f., below, an employee shall be entitled to elect the amount of life insurance coverage provided under 14.1., 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 14.1., 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.

#### 14.4. Cost of Life Insurance Coverage

Eligible employees who elect such coverage, described under section 14.1, above, shall pay the following amount to the City for calendar years 2010 and 2011: an amount equal to \$0.21 per month for each \$1,000 of coverage in excess of \$50,000 but not greater than 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings and an amount equal to the full premium per month for each \$1,000 of coverage in excess of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars. These payments shall be accomplished by periodic deductions from employees' biweekly paychecks. The City shall make all other necessary payments for the life insurance coverage described under 14.1, above.

#### 14.5. 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 14.1., 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.

14.6. 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 15**

### **PENSION BENEFITS**

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

- (a) Creditable service for active military service, as provided in 36-04-1-c, shall be extended to employees represented by the Union who participate in the combined fund and who retire on a service retirement on or after January 1, 2007.
- (b) Employees hired on or after January 1, 2010 shall contribute 5.5% of their earnable compensation in accordance with sec. 36-08-7-a-2 of the City Charter. The provisions of sec. 36-08-7-m of the City Charter shall not apply to such employees.
- (c) Employees who retire during calendar year 2010 or 2011 from active service on a normal service retirement allowance, including an allowance under sec. 36-05-1-d-3 of the City Charter, or from active service on an immediate retirement allowance under sec. 36-05-6-c of the City Charter, shall receive a 2% pension escalator effective with the installment next following the first anniversary of their retirement.
- (d) Employees who during calendar year 2010 only retire from active service on a normal service retirement, including an allowance under sec. 36-05-1-d-3 of the City Charter, or from active service on an immediate retirement allowance under sec. 36-05-6-c of the City Charter, shall be eligible for a bonus year in accordance with sec. 36-04-1-f of the City Charter. At such employee's discretion, the bonus year may be added either to the employee's age for purposes of retirement eligibility, or to creditable service. The bonus year may be divided into one month increments and used for a combination of additions to age and creditable service, not to exceed a total of twelve months. All or part of

the bonus year cannot be applied to earn more than 35 years of creditable service or to exceed the 70% of final average salary limitation stated in sec. 36-07-10-f of the City Charter. This provision shall expire December 31, 2010.

## **ARTICLE 16**

### **TUITION REIMBURSEMENT, BAR DUES PAYMENT and**

### **EDUCATIONAL EXPENSE**

- 16.1. The full cost of tuition up to a combined maximum of \$2,200 in calendar years 2009 and 2010 and a combined maximum of \$2,200 in calendar years 2011 and 2012, per employee shall be paid by the City for courses qualifying for tuition reimbursement, subject to the conditions and standards established by the City. Assistant City Attorneys may use any amount of the combined maximum tuition reimbursement to pay for membership in job-related professional organizations according to the guidelines established by the Department of Employee Relations.
- 16.2. The City shall administer this program in accordance with practices established for the City's general reimbursement program.
- 16.3. During the term of this Agreement, the City shall continue to pay the cost of the employee's basic bar association dues to the State Bar of Wisconsin.
- 16.4. The City Attorney must approve all time off to attend courses, seminars or workshops.
- 16.5. An employee may be granted time off without loss of pay to attend courses, seminars or workshops approved by the City Attorney.

## **ARTICLE 17**

### **PARKING AND MILEAGE ALLOWANCE**

17.1. An Assistant City Attorney who is authorized by the City Attorney and who makes his/her private automobile available for official City business shall be reimbursed once per month for the actual cost of the monthly permit or parking receipts up to a maximum of seventy (\$70) dollars per month subject to the following terms and conditions:

- a. An eligible employee must purchase a monthly parking permit for that month from a parking facility within the vicinity of his/her primary work location and submit an acceptable permit/stub receipt to the City Attorney no later than the 15th day of the calendar month covered by the monthly permit (e.g. the 15th of April for the month of April). During a calendar month when no monthly parking permit is available to an employee, because no space is available, the City will honor acceptable daily parking receipts, so long as the receipts are submitted to the City Attorney within five consecutive calendar days following the close of the calendar month.
- b. Payments provided hereunder shall be made as soon as administratively practicable after the close of the calendar month covered by the monthly permit or daily receipts.
- c. Payments made under the provisions of this Article shall not be construed as being part of an employee's base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement. Any payment made under the provision of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.
- d. An employee who has a City provided parking permit or space shall not be eligible for a parking allowance. The parking allowance shall not be paid to any employee who is offered a parking permit which denotes the same type of



privileges afforded employees who had permits during the 1984 Agreement or as provided in section 17.2, below.

- 17.2 The City Attorney's office will secure up to six parking spaces or permits within the vicinity of the Prosecution Division for Assistant City Attorneys assigned to the Prosecution Division. At the City Attorney's discretion, upon thirty days written notice to the Union and individuals involved, the City Attorney's office may discontinue securing these spaces or permits.
- 17.3 The City shall reimburse an eligible Assistant City Attorney for each mile driven on authorized official City business at the IRS standard mileage rate (On 1/1/09, the IRS standard mileage rate is \$0.55 cents per mile) subject to the following conditions:
- a. An eligible employee is an Assistant City Attorney assigned to the Community Prosecution Unit who is required to use their private automobile for authorized official City business related to his/her Community Prosecution Unit assignments, except that an eligible employee is not entitled to any mileage reimbursement for travel to any Court in the City of Milwaukee.
  - b. An eligible employee shall submit a record of mileage incurred on City business during the month and attest to the accuracy of such mileage on a form approved by the Comptroller. All private automobile reimbursement payments to employees exceeding 1,000 miles monthly shall be concurred by the Finance and Personnel Committee before payment is made.
  - c. Reimbursement forms shall be submitted on a monthly basis no later than on or before the last workday of the following month.
  - d. Reimbursements shall be made as soon as administratively practicable after the completed forms have been submitted.
  - e. An employee who is required to have a private automobile available for use on City business shall have at least the minimum insurance coverage prescribed by state law and shall have declared the use of his/her automobile on City business to his/her insurance company to protect the City's interests. It shall be the responsibility of the department head to see that the employee is adequately

covered by such insurance before he/she approves the use of a private vehicle on City business and reimbursement for such use.

## **ARTICLE 18**

### **VACATIONS**

- 18.1 An employee shall earn vacation time in the following manner:
- a. 3.7 hours per pay period for employees who have completed less than 4 years creditable service;
  - b. 5.3 hours per pay period for employees who have completed at least 4 years but less than 9 years creditable service;
  - c. 6.8 hours per pay period for employees who have completed at least 9 years but less than 14 years creditable service;
  - d. 8.4 hours per pay period for employees who have completed at least 14 years creditable service;
  - e. 9.9 hours per pay period for employees who have completed at least 21 years creditable service.
- 18.2. An employee on the payroll for at least eighty (80) hours in a pay period shall be allowed to accumulate vacation time at the rate prescribed for under 18.1. 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.
- 18.3. Eligibility for and accumulation of initial vacation shall begin upon appointment to a position eligible for vacation. A department head may allow an employee whose service is expected to continue so as to complete a year's actual service, to use vacation within the first 12 months of employment if the convenience of the service would be promoted. If the employee leaves the service of the City before the completion of the initial 12-month period, that vacation shall be deemed unearned, and payments made during the vacation period shall be deducted from his/her paycheck upon termination of employment. Employees who are not expected by the department head to work 12 consecutive months shall be eligible for vacation only after completing twelve (12) months of service.
- 18.4. 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.

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

- a. 176 hours for employees who have completed less than 4 years of service.
- b. 216 hours for employees who have completed at least 4 years but less than 9 years of service.
- c. 256 hours for employees who have completed at least 9 years but less than 14 years of service.
- d. 296 hours for employees who have completed at least 14 years of service.
- e. 336 hours for employees who have completed at least 21 years of service.

18.6. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. With department head approval, an employee who has completed one year of vacation eligible service may borrow up to 80 hours of vacation before it is earned. In no case may an employee's vacation account balance be less than negative eighty (80) hours. 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 his/her paycheck. 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.

18.7. Transitional Vacation Account

Effective Pay Period 1, 1996, the amount of vacation earned by an employee in 1995 for use in 1996 shall be placed in a Transitional Vacation Account (TVA). TVA hours may be scheduled and used as vacation hours with the approval of the Department Head. Employees may not borrow vacation hours unless and until TVA hours have been exhausted.

- 18.8. Upon written request, the City Attorney may credit vacation accounts to compensate employees who take an approved leave of absence of five days or less.

## **ARTICLE 19**

### **SICK LEAVE**

- 19.1. "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's regular work schedule.
- 19.2. Eligibility
- a. An employee shall earn sick leave allowance from date of hire, but shall not be eligible to use sick leave until the completion of six months of service.
  - 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.
  - c. Separation from service by resignation or for cause shall cancel all unused accumulated sick leave allowances. 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.
- 19.3. Full-time employees shall earn sick leave with pay at the rate of one working day for each month of active service.
- 19.4. Sick leave allowance which accumulates up to 120 working days shall be credited to employees' "normal sick leave account" from which sick leave shall be granted with full pay. Sick leave allowance accumulated in excess of 120 working days shall be termed the "special sick leave account" from which sick leave shall be granted with half pay. Effective August 1, 1998, the date of implementation of the Long Term Disability Program, the "special sick leave account" shall be frozen and no further sick

leave shall be accrued in the "special sick leave" account. Effective August 1, 1998, the maximum sick leave accrual for all employees is capped at 120 days, except as specified in Article 19.5., below.

- 19.5. For those employees who have a frozen "special sick leave" account, effective August 1, 1998, the frozen "special sick leave account" shall not be charged until the "normal sick leave account" has been exhausted. When the balance in the "normal sick leave account" falls below 120 working days, additional days of unused sick leave shall be accumulated in the "normal sick leave account" until the balance again reaches 120 working days.
- 19.6. The City shall maintain and verify the official sick leave records. The City may require employees to provide acceptable medical substantiation from a private physician for each use of sick leave, regardless of duration. 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.
- 19.7. When sick leave extends beyond three (3) consecutive work days, acceptable medical substantiation from the employee's private physician certifying the nature and seriousness of the sickness or disability shall be furnished to the department head.

## **ARTICLE 20**

### **SICK LEAVE CONTROL INCENTIVE LEAVE**

- 20.1. The Sick Leave Control Incentive Program shall continue to be in effect beginning January 1, 2010, and ending December 31, 2011. Nothing herein shall be construed as requiring the City to continue the program for time periods after December 31, 2011.
- 20.2. The trimester periods are defined as follows:
- Trimester 1 - Pay Period 1-9
  - Trimester 2 - Pay Period 10-18
  - Trimester 3 - Pay Period 19-26 or 19-27, whichever is applicable
- 20.3. An employee shall be eligible for a sick leave incentive benefit only if:
- (a) During the full term of the trimester, the employee did not use any sick leave, did not receive injury pay, was not on an unpaid leave of absence and was not suspended from duty for disciplinary reasons; and
  - (b) The employee was in active service for the full term of the trimester; and
  - (c) 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 12 days.
- 20.4. Except as provided in subsection 20.5, below, in a trimester period set forth in subsection 20.1 and 20.2, above, that an employee is eligible for a sick leave control incentive program (SLIP) benefit, the City Attorney shall determine which one of the two types of SLIP benefits listed below the eligible employee shall receive (at the City Attorney's discretion, the employee may make this determination in accordance with procedures established for that purpose by the City Attorney):
- (a) 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.

(b) A special incentive leave

An employee receiving a special incentive leave, shall earn one eight-hour day off with pay. Effective the next Trimester following the execution date of this Agreement, such day off with pay earned in Trimester 1 or 2 must be used by the employee in the remainder of the fiscal year. A day off with pay earned in Trimester 3 may be used any time in the following fiscal year. Prior to that date such day off must be used by the employee in the next succeeding trimester. Such day off shall be scheduled in accordance with department operations. For purposes of this Article, fiscal year shall be defined as Pay Periods 1 through 26 or 27, whichever is appropriate.

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

(a) A special sick leave incentive payment

An employee receiving a special sick leave incentive payment, shall be entitled to receive a lump-sum cash payment equivalent to four hours of his/her base salary computed on the basis of his/her hourly base salary rate in effect on the last day of the trimester for which the payment was earned. Such payment shall not be deemed part of the employee's base salary and shall not have any sum deducted for pension benefits nor shall it be included in determination of pension

benefits or any other benefits and/or compensation provided by the City. Sick leave control incentive payments provided hereunder shall be made as soon as is administratively practicable following the close of the Trimester Period in which they were earned.

(b) A special incentive leave

An employee receiving a special incentive leave, shall earn one four-hour day off with pay. Effective the next Trimester following the execution date of this Agreement, such day off with pay earned in Trimester 1 or 2 must be used by the employee in the remainder of the fiscal year. A day off with pay earned in Trimester 3 may be used any time in the following fiscal year. Prior to that date such day off must be used by the employee in the next succeeding trimester. Such day off shall be scheduled in accordance with department operations. For purposes of this Article, fiscal year shall be defined as Pay Periods 1 through 26 or 27, whichever is appropriate.

## **ARTICLE 21**

### **HOLIDAYS**

- 21.1. Eligible employees covered by this Agreement will receive the following holidays with pay:
- 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. The last normal workday before Christmas Day
  - h. Christmas Day (December 25)
  - i. The last normal work day before New Year's Day.
  - j. Good Friday
  - k. Martin Luther King Day (Third Monday of January)
- 21.2. Whenever Independence Day falls on a Saturday, the preceding Friday shall be observed as a holiday.
- 21.3. Whenever New Year's Day, Independence Day or Christmas Day falls on a Sunday, the following Monday shall be observed as a holiday.
- 21.4. Whenever New Year's Day or Christmas falls on a Saturday, the following Monday shall be observed as a holiday.
- 21.5. In order to qualify for holiday pay, the eligible employee must work the workday normally scheduled preceding the holiday and following the holiday.
- 21.6. 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.
- 21.7. The provisions of this Article shall not in any way abridge the City's right to schedule an employee to work on recognized holidays.

## **ARTICLE 22**

### **DUTY-INCURRED DISABILITY PAY**

- 22.1. If an employee covered by this Agreement sustains an injury which meets the requirements of Chapter 102, Wisconsin Statutes, (the Worker's Compensation Act), within the scope of their employment, the City undertakes to protect the employee's after tax take-home pay for a maximum of two hundred fifty (250) working days during the course of the employee's lifetime work career with the City.
- 22.2. The City shall pay a disabled employee whose injury meets statutory standards an amount equal to seventy (70) percent of the salary he/she would have earned as regular gross pay during the period in question.
- 22.3. 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 23**

### **LEAVE OF ABSENCE FOR MILITARY DUTY**

- 23.1. A member of the bargaining unit who is called for training or duty with a reserve component of the United States Armed Forces or the National Guard is entitled to an equivalent reimbursement of base pay for up to ten working days leave for such duty or training per calendar year. The member of the bargaining unit shall receive the equivalent of his or her pay for such period reduced by the amount of base pay received for such duty or training for each day the employee would have worked for the City. In the event of a riot, civil disturbance or other call to duty by the Governor for state duty, members of the National Guard shall have their regular pay continued with no deduction for pay received from the National Guard as a result of such state duty.

## **ARTICLE 24**

### **FUNERAL LEAVE**

#### 24.1. 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. Effective calendar year 2002, for purposes of this Article only, the definition of "immediate family" shall include registered domestic partners of City employees if registered as such by the City Clerk as provided under Chapter 111 of the Milwaukee Code of Ordinances. Effective February 13, 2005, for purposes of this Article only, include spouse's sibling's spouse in definition of brother-in-law and sister-in-law.

24.2. 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.

24.3. 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.

24.4. The Director of Employee Relations 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.

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

## **ARTICLE 25**

### **TERMINAL LEAVE**

- 25.1. An employee covered by this Agreement who retires under the provisions of the Employees Retirement System of Milwaukee (but excluding retirement on deferred or actuary reduced pensions as they are defined under the System) shall, upon retirement, be entitled to a lump sum payment equivalent to thirty (30) percent of the employee's earned and unused sick leave balance in the employee's normal sick leave account as defined in 19.4. plus one-half of the sick leave days accumulated during the previous twelve (12) months of service prior to retirement, for up to six (6) additional days. For purposes of this Article only, in the event an employee is at the maximum of 960 hours of sick leave during his/her 12 months of service immediately prior to retirement, the amount of accumulated and unused sick leave will be calculated as if he/she had been eligible to accumulate sick leave during this 12 month period.
- 25.2. Terminal leave compensation shall not affect 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.
- 25.3. Terminal leave compensation benefits shall be made as soon as is administratively practicable after the employee's effective date of retirement.
- 25.4. An employee shall receive terminal leave compensation from the City only on one occasion and from one job classification.



## **ARTICLE 26**

### **LONG TERM DISABILITY PROGRAM**

- 26.1. 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. With the exception of the frozen "special sick leave" account, described in Article 19, LTD benefits will begin only after all other temporary disability benefits, have been exhausted.
- 26.2. 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.
- 26.3. 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.
- 26.4. The City shall retain the right to manage, at its sole discretion, the administration and funding of the LTD benefit program, including, but not limited to selecting, changing, or terminating third party LTD benefit administrators, operating as the LTD benefit administrator, establishing and managing reserve funds in relation to the LTD benefit program, self-funding the LTD benefit program, and entering into or terminating insurance agreements in relation to the LTD benefit program.

## **ARTICLE 27**

### **UNPAID MATERNITY/CHILDREARING LEAVE OF ABSENCE**

#### 27.1. Female Maternity/Childrearing Leave

##### a. Unpaid Maternity Leave

###### (1) Length of Leave

Maternity leave shall be granted solely for the purposes of a medical disability associated with pregnancy. A female employee shall be entitled to an unpaid maternity leave of absence beginning on the date her attending physician determines she is no longer able to work on account of medical reasons associated with her pregnancy and ending no later than 135 consecutive calendar days following the date of delivery resulting from such pregnancy.

###### (2) Extension of Maternity Leave

At his/her discretion, the employee's attending physician may extend the term of maternity leave beyond the 135-day post-delivery maximum, described above, for medical reasons associated with such pregnancy until such time as he/she determines that the employee is fit for return to work.

##### b. Unpaid Childrearing Leave

When requested, a female employee shall be entitled to an unpaid childrearing leave of absence of not more than 130 consecutive calendar days, beginning on the date her maternity leave ends. Such leave shall be granted solely for the purpose of childrearing.

##### c. The leave provided by subsection 27.1.a and 27.1.b of this Article, above, shall be without pay except that the employee may use her accumulated sick leave during the maternity portion of such leave so long as her attending physician determines that she is unfit for work on account of medical reasons associated with her pregnancy. An employee may use the accumulated vacation, holiday time or compensatory time off, which she is entitled to receive under this

Agreement, during such leave. Except when maternity leave is extended for medical reasons, as hereinbefore provided, the unpaid portion of such leaves, together with the paid portion, shall not exceed the time limits provided for in subsection 27.1.a and 27.1.b, above. Except as required by the state and federal Family and Medical Leave Acts, an employee shall not be entitled to the benefits provided under the Sick Leave Article of this Agreement during a period of childrearing leave nor shall she be entitled to the benefits under such Injury Pay Article during a period of a maternity leave.

- d. A female employee making application for maternity or childrearing leave shall provide the City Attorney with written advance notice, in a manner prescribed by the City Attorney. This notice shall include her physician's statement of the anticipated delivery date and the employee's intended beginning and ending date for the maternity/childrearing leave.

#### 27.2. Male Childrearing Leave

- a. When requested, a male employee shall be entitled to an unpaid childrearing leave of absence for up to 130 consecutive calendar days beginning on the date the employee's spouse gave birth to a child. Such leave shall be granted solely for the purpose of childrearing.
- b. Such leave shall be without pay except that the employee may use accumulated vacation, holiday time and compensatory time off to which he is entitled under this Agreement during such leave. The unpaid portion of such leave together with the paid portion shall not exceed 130 consecutive calendar days. Except as required by the state and federal Family and Medical Leave Acts, an employee shall not be entitled to receive the benefits provided under the Sick Leave Article of this Agreement during a period of a childrearing leave.
- c. A male employee making application for a childrearing leave shall provide the City Attorney with written advance notice, in a manner prescribed by the City Attorney, and indicate thereon the starting date of such childrearing leave and the anticipated date such leave will end.

27.3. Unpaid Childrearing Leaves of Absence Involving Adopted Children

- a. When requested, an employee shall be granted an unpaid special childrearing leave of up to 130 consecutive calendar days in the event such employee legally adopts a child under age five. The employee may be required to provide documentation of such adoption to the City Attorney. Such leave shall begin on the effective date of placement of the adopted child in the employee's home.
- b. Such leave shall be without pay except that the employee may use the accumulated vacation, holiday time and compensatory time off to which he/she is entitled under this Agreement during such leave. The unpaid portion of such leave, together with the paid portion, shall not exceed 130 consecutive calendar days. Except as required by the state and federal Family and Medical Leave Acts, an employee shall not be entitled to receive the benefits provided under the Sick Leave Article of this Agreement during a period of a special childrearing leave.
- c. An employee making application for a special childrearing leave for adoption purposes shall provide the City Attorney with written advance notice, in a manner prescribed by the City Attorney and indicate thereon the starting date of such special childrearing leave and the anticipated date such leave will end.

27.4. Reinstatement

- a. Unpaid Leave of Absence Less Than 90 Days  
An employee requesting reinstatement to active service from an authorized leave of absence that is less than 90 consecutive calendar days in duration shall inform the City Attorney in writing of the date on which reinstatement is requested. If the leave of absence was a maternity leave, the employee must additionally provide the City Attorney with a doctor's statement that she is able to return to active service. An employee meeting the requirements of this Article shall be reinstated to the pay step he/she occupied immediately prior to such leave of absence.
- b. Unpaid Leave of Absence Equal to or Greater Than 90 Days

An employee requesting a return to duty from an authorized leave of absence provided hereunder that is of 90 consecutive calendar days in duration or longer shall inform the City Attorney in writing of the date on which reinstatement is requested. If the leave of absence was a maternity leave, the employee must additionally provide the City Attorney with a doctor's statement that she is able to return to active service. An employee meeting the requirements of this Article shall be reinstated to the pay step classification he/she occupied immediately prior to such leave as follows:

- (1) If a vacancy exists on the date such employee requests return to work, then the employee's reinstatement shall be effective on that date.
- (2) If no vacancy exists in such classification on the date such employee requests return to work, then the employee's reinstatement shall be effective on the first date following the requested date that such vacancy occurs.

27.5. Administration

- a. During his/her probationary period, an employee shall not be eligible for the childrearing benefits provided herein. This requirement shall not apply to the maternity portion of the leave provided in 27.1.a.
- b. No benefits, including salary step increments, shall accrue to the individual during the unpaid portion of such leave.
- c. An employee who has been reinstated to duty from an unpaid childrearing leave granted for the birth or adoption of his/her child shall not be permitted an additional period of unpaid childrearing leave for that child.

## **ARTICLE 28**

### **SENIORITY FOR LAYOFF PURPOSES**

#### 28.1 Definition

- a. Seniority for layoff purposes is defined as the relative status of an employee based upon his/her regular appointment date in the job classification of Assistant City Attorney represented by the Union within the Office of City Attorney.
- b. A bargaining unit employee who accepts a promotion into a management or supervisory position within the Office of City Attorney or who accepts an appointment under Wis. Stat. § 62.51 (1) (a) shall retain his/her classification seniority, and shall not accumulate seniority while holding a management or supervisory position within the Office of City Attorney or while holding a “public office” under Wis. Stat. § 62.51.

28.2 a. Upon a reduction in supervisory and/or managerial positions, the supervisory or managerial employee affected may be returned to a job title he/she previously held in the bargaining unit but shall not displace any employee within the bargaining unit.

- b. Subject to paragraph 5 below, upon displacement from a supervisory or managerial position, the displaced supervisory or managerial employee shall be returned to a job title he/she previously held in the bargaining unit and shall displace the least senior employee within the bargaining unit if the returning employee has more seniority.

28.3 Effective Pay Period 1, 2010 thru Pay Period 26, 2010, there shall be no layoffs of bargaining unit employees. This provision shall expire at the end of Pay Period 26, 2010.

28.4 If the City reduces its work force involving bargaining unit personnel, it shall give the Union at least four weeks notice prior to the effective date of the layoff of the initially affected employee. The City and the Union shall meet within three working days of the notice to discuss layoffs. The City, at this meeting, shall provide the Union with a current seniority list of the department.

28.5 When layoffs are occasioned by emergency or Act of God, or when the duration thereof

is not expected to exceed (30) 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 of the situation and shall meet with the Union within three working days to fully apprise it of its reasons for layoff and the expected duration thereof.

28.6. Unless there is a written finding of necessity made by the City Attorney and delivered to the Union, the order of layoff shall be inversely related to seniority of bargaining unit members in the job classification of Assistant City Attorney. A finding of necessity shall be dated and shall identify by name not more than five members of the bargaining unit whose services are deemed by the City Attorney essential to the efficient functioning of the City Attorney's office because of their unique skills or experience or because of their critical involvement in complex ongoing assignments. Bargaining unit members identified in the finding shall be exempt from seniority-based layoff. If the City Attorney has signed and delivered to the Association more than one finding of necessity, the most recent dated finding of necessity shall control. A finding of necessity made by the City Attorney shall be entitled to substantial deference and in order to be reversed by grievance arbitration shall require the Union to demonstrate by clear and convincing evidence that the finding is not within the criteria set out above. Notwithstanding the preceding sentence, a finding of necessity made and delivered to the Union by the City Attorney holding office on January 1, 2004 shall be conclusive and shall not be subject to review in any proceeding authorized under this agreement or Chapter 111.70 of the State Statutes.

28.7. Seniority shall be broken if an employee:

- a. Retires;
- b. Resigns from City employment;
- c. Is discharged for just cause;
- d. Is terminated during his/her initial probationary period;
- e. Is not recalled from a layoff for a period of three (3) years;
- f. Is recalled from a layoff and does not report for work within three (3) calendar weeks;
- g. Does not return at the expiration of a leave of absence;
- h. Accepts a position outside the bargaining unit, except as provided in 1b, above.

- 28.8. Recall of a laid-off employee shall be by application of seniority in the job classification of Assistant City Attorney in reverse order of layoff.
- 28.9 Employees having the same starting date shall have their seniority status determined as follows:
- a. If said employees' names appear on a single eligible list for the affected job, then their relative seniority status shall be determined by their rank on the eligible list.
  - b. If rank on an eligible list is not determinative, relative seniority status shall be determined by lot at the Division of Labor Relations with a Union member present.



## **ARTICLE 29**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **29.1. Grievances**

- a. A grievance is a difference of opinion or dispute involving the interpretation, application or enforcement of the provisions of this Agreement.
- b. The following matters shall not constitute a grievance hereunder:
  - (1) Interpretation, application, enforcement or administration of any matter involving the City pension systems, including the pension benefits provided by such systems and their administration.
  - (2) Termination or discipline of a probationary employee.
  - (3) The articles of this Agreement entitled Subordinate to Charter and Management Rights except as provided in 29.1.b.(4).
  - (4) Discipline of less than a one day suspension shall not be grievable; discipline for cause of one day or greater severity shall be grievable.
  - (5) Any matter which is not initiated within twenty (20) working days of the date upon which the employee knew or could reasonably have known of the event giving rise to the dispute.

#### **29.2. GRIEVANCE PROCEDURE**

- a. Step One. An employee who has a grievance shall first present the grievance orally to the City Attorney, either alone or accompanied by a Union representative.
- b. Step Two. If the grievance is not settled at the first step, it shall be reduced to writing and presented to the City Attorney. Within five (5) working days of receipt of the written grievance, the City Attorney shall furnish the employee and the Union with a written answer to the grievance.

#### **29.3. ARBITRATION PROCEDURE**

- a. If the City Attorney's written answer to the grievance is unsatisfactory to the Union, within ten (10) working days, the Union shall notify the City Labor

Negotiator in writing of its intention to refer the grievance to arbitration. After the notice of intent to proceed to arbitration is received, the grievance shall be reviewed at a meeting between the City Labor Negotiator and the President of the Union or their designees. The designated participants shall be empowered to settle the grievance. The grievance shall not be presented before an Arbitrator until such a meeting has occurred or been waived by mutual written agreement.

- b. If the grievance is not resolved by the procedure in 29.3.a, the matter shall go to arbitration. The parties shall first attempt to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within five (5) working days, the parties shall immediately jointly request the Wisconsin Employment Relations Commission to submit a panel of five (5) potential arbitrators. The Union president and the City Labor Negotiator or their designees shall, after the receipt of the lists, meet promptly to select an arbitrator. The arbitrator shall be selected by the parties' alternately striking names until one name remains. The parties shall notify the arbitrator in writing of his/her selection, and request that he/she set a time and place for an arbitration hearing.
- c. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue. The arbitrator shall have no authority to grant wage increases or wage decreases, or to increase the number of jobs in the City.
- d. The arbitrator shall have no authority to make a decision contrary to, inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law or any City ordinance.
- e. The arbitrator shall submit in writing his/her decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree in writing to an extension of the time.
- f. The arbitrator's decision shall be based solely upon his/her interpretation of the

meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

- g. The fee and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the City and the Union. Each party shall be responsible for compensating its own representatives and witnesses, and bearing the costs of its own copy of the written transcript.

29.4. 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 Attorney's last answer. If the City Attorney does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the City Attorney and the Union representative involved in each 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.

## **ARTICLE 30**

### **MISCELLANEOUS**

- 30.1. The City's Commuter Value Pass Program is extended to employees represented by Association of Municipal Attorneys. The Program shall be as established and administered by the Department of Employee Relations. During a calendar month in which an employee is receiving benefits contained in Article 17, Parking Allowance, he or she shall be ineligible to participate in the City's Commuter Value Pass Program.
- 30.2. An employee who is employed for an average of 20 hours per week shall be eligible for the following employment benefits on a prorata basis, but only when and to the extent provided for in this Agreement:

- Vacations
- Holidays
- Sick Leave
- Funeral Leave
- Sick Leave Incentive Program
- Jury Duty
- Tuition and Textbook Reimbursement

In addition, an employee shall be eligible for Health Insurance. Payment of Health Insurance premiums shall be prorated. Eligibility for the above benefits shall be confined to the actual employment period.

## **ARTICLE 31**

### **MEET AND CONFER COMMITTEE**

- 31.1. A meet and confer committee shall be established to discuss proposed changes in or additions to written work regulations before implementation.
- 31.2. The members of the committee shall be the City Attorney or his/her designee and the Union President or his/her designee.
- 31.3. Recommendations of the committee, if any, shall be advisory only and shall not be binding on the parties.

## **ARTICLE 32**

### **AMERICANS WITH DISABILITIES ACT (ADA)**

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

## **ARTICLE 33**

### **AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT**

- 33.1. Any construction of the provisions of this Agreement shall be in harmony with the duties, obligations and responsibilities which by law devolve upon the Common Council and the City Attorney and the construction of these provisions shall preclude a construction which would or could result in an unlawful delegation of powers unilaterally devolving upon the Common Council and the City Attorney.
- 33.2. For purposes of construction and interpretation of the various provisions, this Agreement shall be considered to have been executed on the date of this Agreement is approved by the Common Council.

## **ARTICLE 34**

### **NOTICES**

- 34.1. Notices required by this Agreement shall be sent to the City Labor Negotiator. The City shall mail notices required of it to the Union's President.



## **ARTICLE 35**

### **WAIVER OF NEGOTIATIONS**

- 35.1. The parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Each party for the term of this Agreement specifically waives the right to demand or to petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.
- 35.2. The terms and conditions set forth in this Agreement can only be modified during its term by written consent of both parties.

## **ARTICLE 36**

### **SAVINGS CLAUSE**

- 36.1. If any article or section of this Agreement or any addendum 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, or enjoined by legislation the remainder of this Agreement and addenda shall not be affected thereby.

## **ARTICLE 37**

### **ENTIRE AGREEMENT**

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

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.

ASSOCIATION OF  
MUNICIPAL ATTORNEYS

CITY OF MILWAUKEE  
A Municipal Corporation

BY:

\_\_\_\_\_  
Gregg Hagopian  
Association President

\_\_\_\_\_  
Maria Monteagudo  
Employee Relations Director

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

\_\_\_\_\_  
Thomas Gartner  
Negotiating Committee Member

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

\_\_\_\_\_  
Miriam Horwitz  
Negotiating Committee Member

\_\_\_\_\_  
Kathryn Block  
Negotiating Committee Member

FOR THE CITY:

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

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

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

\_\_\_\_\_  
W. Martin Morics, Comptroller

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

Attorneys 10-11 WC.doc

**SIGNATURES**

## **APPENDIX A**

### **Wellness and Prevention**

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

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

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

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

The City shall develop a Request for Proposal (RFP) and solicit bids from third party vendors qualified to implement the Wellness and Prevention Program. Upon conclusion of the bidding

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

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

**MEMORANDUM OF AGREEMENT**

**Between**

**THE CITY OF MILWAUKEE**

**And**

**THE ASSOCIATION OF MUNICIPAL ATTORNEYS**

**Effective January 1, 2010, thru December 31, 2011**

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF MILWAUKEE

AND

ASSOCIATION OF MUNICIPAL ATTORNEYS

This Memorandum records the agreement reached on all items between the parties for the time period commencing January 1, 2010, and expiring December 31, 2011. The negotiating committee for the Association of Municipal Attorneys obtained a ratification vote from its members on October 27, 2009 concerning ratification and adoption of the City's October 15, 2009 Proposal and this Agreement.

In that the Association of Municipal Attorneys membership has properly ratified and adopted this Agreement, the City of Milwaukee Negotiating Team and the Union negotiating committee agree to recommend the items contained in this Agreement to the Common Council of the City of Milwaukee and support their adoption.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

<b>Representatives of the Association of Municipal Attorneys</b>	<b>Representatives of the City of Milwaukee Negotiating Team</b>



MEMORANDUM OF UNDERSTANDING  
Between  
THE CITY OF MILWAUKEE  
and  
ASSOCIATION OF MUNICIPAL ATTORNEYS  
  
TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
<b>PREAMBLE .....</b>	<b>1</b>
<b>ARTICLE 1 .....</b>	<b>2</b>
DURATION .....	2
<b>ARTICLE 2 .....</b>	<b>3</b>
SUBORDINATE TO CHARTER .....	3
<b>ARTICLE 3 .....</b>	<b>4</b>
ORDINANCE AND RESOLUTION REFERENCES .....	4
<b>ARTICLE 4 .....</b>	<b>5</b>
MANAGEMENT RIGHTS .....	5
<b>ARTICLE 5 .....</b>	<b>7</b>
SPECIAL COUNSEL .....	7
<b>ARTICLE 6 .....</b>	<b>8</b>
UNION RECOGNITION .....	8
<b>ARTICLE 7 .....</b>	<b>9</b>
PROBATIONARY EMPLOYEES .....	9
<b>ARTICLE 8 .....</b>	<b>10</b>
UNION SECURITY .....	10
<b>ARTICLE 9 .....</b>	<b>11</b>
UNION NEGOTIATING COMMITTEE .....	11
<b>ARTICLE 10 .....</b>	<b>12</b>
UNION RESPONSIBILITIES .....	12
<b>ARTICLE 11 .....</b>	<b>13</b>
PROHIBITION OF STRIKES AND LOCKOUTS .....	13
<b>ARTICLE 12 .....</b>	<b>14</b>
SALARY .....	14

<b>ARTICLE 13.....</b>	<b>18</b>
HEALTH INSURANCE.....	18
<b>ARTICLE 14.....</b>	<b>32</b>
LIFE INSURANCE .....	32
<b>ARTICLE 15.....</b>	<b>36</b>
PENSION BENEFITS .....	36
<b>ARTICLE 16.....</b>	<b>38</b>
TUITION REIMBURSEMENT, BAR DUES PAYMENT AND.....	38
EDUCATIONAL EXPENSE.....	38
<b>ARTICLE 17.....</b>	<b>39</b>
PARKING AND MILEAGE ALLOWANCE.....	39
VACATIONS .....	42
<b>ARTICLE 19.....</b>	<b>45</b>
SICK LEAVE .....	45
<b>ARTICLE 20.....</b>	<b>47</b>
SICK LEAVE CONTROL INCENTIVE LEAVE .....	47
<b>ARTICLE 21.....</b>	<b>50</b>
HOLIDAYS.....	50
<b>ARTICLE 22.....</b>	<b>51</b>
DUTY-INCURRED DISABILITY PAY .....	51
<b>ARTICLE 23.....</b>	<b>52</b>
LEAVE OF ABSENCE FOR MILITARY DUTY .....	52
<b>ARTICLE 24.....</b>	<b>53</b>
FUNERAL LEAVE .....	53
<b>ARTICLE 25.....</b>	<b>55</b>
TERMINAL LEAVE.....	55
<b>ARTICLE 26.....</b>	<b>56</b>
LONG TERM DISABILITY PROGRAM.....	56
<b>ARTICLE 27.....</b>	<b>57</b>
UNPAID MATERNITY/CHILDREARING LEAVE OF ABSENCE.....	57
<b>ARTICLE 28.....</b>	<b>61</b>
SENIORITY FOR LAYOFF PURPOSES .....	61
<b>ARTICLE 29.....</b>	<b>64</b>
GRIEVANCE AND ARBITRATION PROCEDURE.....	64
<b>ARTICLE 30.....</b>	<b>67</b>

MISCELLANEOUS .....	67
<b>ARTICLE 31.....</b>	<b>68</b>
MEET AND CONFER COMMITTEE .....	68
<b>ARTICLE 32.....</b>	<b>69</b>
AMERICANS WITH DISABILITIES ACT (ADA).....	69
<b>ARTICLE 33.....</b>	<b>70</b>
AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT .....	70
<b>ARTICLE 34.....</b>	<b>71</b>
NOTICES .....	71
<b>ARTICLE 35.....</b>	<b>72</b>
WAIVER OF NEGOTIATIONS .....	72
<b>ARTICLE 36.....</b>	<b>73</b>
SAVINGS CLAUSE.....	73
<b>ARTICLE 37.....</b>	<b>74</b>
ENTIRE AGREEMENT .....	74
<b>SIGNATURES .....</b>	<b>75</b>
<b>APPENDIX A.....</b>	<b>76</b>

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF MILWAUKEE

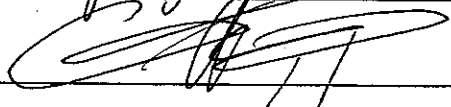
AND

ASSOCIATION OF MUNICIPAL ATTORNEYS

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In that the Association of Municipal Attorneys membership has properly ratified and adopted this Agreement, the City of Milwaukee Negotiating Team and the Union negotiating committee agree to recommend the items contained in this Agreement to the Common Council of the City of Milwaukee and support their adoption.

Dated this 10 day of NOVEMBER, 2009.

Representatives of the Association of Municipal Attorneys	Representatives of the City of Milwaukee Negotiating Team
Kathryn Z. Block	Tom Hamill
	Nicole McFleck
Michael Hovitz	
Thomas O. Bates	

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF MILWAUKEE

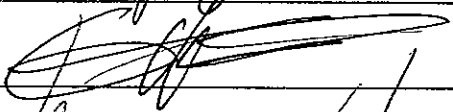
AND

ASSOCIATION OF MUNICIPAL ATTORNEYS

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Dated this 10 day of NOVEMBER, 2009.

Representatives of the Association of Municipal Attorneys	Representatives of the City of Milwaukee Negotiating Team
Kathryn Z. Black	N M H
	Nicole M. Fleck
Miriam Lowitz	
Thomas O. Gaitner	

**ASSOCIATION OF MUNICIPAL ATTORNEYS**

November 11, 2009

Via Hand-Delivery

Troy Hamblin  
City Labor Negotiator  
City Hall, 7<sup>th</sup> Floor  
Milwaukee, WI 53202

Re: AMA-City Contracts, 2007-2009 and 2010-2011

Dear Mr. Hamblin:

Enclosed are the Memoranda of Understanding, executed by the Association of Municipal Attorneys ("AMA") bargaining committee – one for the 2007-2009 contract and the other for the 2010-2011 contract. Please return fully-executed copies to me after you have obtained City signatures.

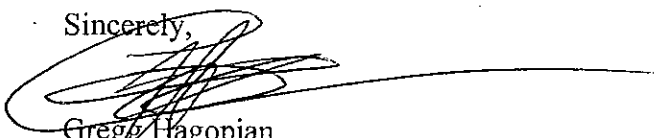
Without precedent or prejudice, the AMA hereby: withdraws its 2009 grievance regarding the July 2, 2009 and September 8, 2009 furlough days; and agrees it will not file a prohibited practice complaint or other legal action concerning those days. Also, the AMA will dismiss itself as a Complainant regarding the Complaint filed with WERC over merit-pay freeze. Case 557, No. 69163.

We understand the two AMA-City contracts are scheduled for consideration by the Finance and Personnel Committee on November 24 and before the full Council on December 1. Please let me know the time scheduled for the Finance and Personnel Committee.

The AMA thanks you, Troy, and Nicole Fleck for your work in putting together these agreements, and we thank the City of Milwaukee Common Council. We look forward to moving forward together in these difficult times.

Thank you. Please call if you have questions or comments.

Sincerely,



Gregg Hagopian

President, Association of Municipal Attorney

c: Grant F. Langley  
Tim Hawks



Department of Employee Relations

Tom Barrett  
Mayor

Maria Monteagudo  
Director

Michael Brady  
Employee Benefits Director

Troy M. Hamblin  
Labor Negotiator

November 9, 2009

Mr. Gregg Hagopian, President  
Association of Municipal Attorneys  
841 North Broadway, Room #716  
City of Milwaukee

Re: Pay Step Advancement Letter Dated June 3, 2009

Dear Mr. Hagopian:

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

Sincerely,

Troy M. Hamblin  
Labor Negotiator

TMH:lk

WithdrawStepLetter\_Attny\_GH\_11 06 2009.doc  
LABR/ATTORNEY



Department of Employee Relations

**Tom Barrett**  
Mayor

**Maria Monteagudo**  
Director

**Michael Brady**  
Employee Benefits Director

**Troy M. Hamblin**  
Labor Negotiator

November 19, 2009

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

Dear Committee Members:      Re: Common Council File Number 070024

---

- Analysis -

This report recommends approval of the necessary Salary Ordinance changes to implement the 2007-2009 and 2010-2011 Labor agreement between The Association of Municipal Attorneys, and the City of Milwaukee.

---

This report concerns the implementation of the 2007-2009 and 2010-2011 labor agreement between The Association of Municipal Attorneys and the City of Milwaukee with regard to rates of pay and special pay provisions.

**Base Salary, 2007-2009 Agreement**

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

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

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

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

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

**Base Salary, 2010-2011 Agreement**

Effective Pay Period 1, 2010, the agreement specifies no increase across the board wage increase



over Pay Period 26, 2009 wage rates.

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

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

Sincerely,



MARIA MONTEAGUDO  
Employee Relations Director

MM:fcw

Attachments: 2007- 2009 Salary Ordinance Changes

**SALARY ORDINANCE CHANGES  
FOR THE ASSOCIATION OF MUNICIPAL ATTORNEYS**

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

Pay Range 148

Official Rate-Biweekly (2007)

<u>Minimum</u>	<u>Maximum</u>
1,995.73	4,723.95

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

Pay Range 148

Official Rate-Biweekly (2008)

<u>Minimum</u>	<u>Maximum</u>
2,015.69	4,771.19

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

Pay Range 148

Official Rate-Biweekly (2008)

<u>Minimum</u>	<u>Maximum</u>
2,035.85	4,818.90

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

Pay Range 148

Official Rate-Biweekly (2009)

<u>Minimum</u>	<u>Maximum</u>
2,056.21	4,867.09

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

Pay Range 148

Official Rate-Biweekly (2009)

<u>Minimum</u>	<u>Maximum</u>
2,076.77	4,915.76

**F&P FILE NUMBER: 070024**

[illegible]



# City of Milwaukee

200 E. Wells Street  
Milwaukee, Wisconsin  
53202

## Master With Text

**File Number: 090951**

**File ID:** 090951

**Type:** Charter Ordinance

**Status:** In Committee

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE &  
PERSONNEL  
COMMITTEE

**Requester:** COMMON COUNCIL

**Cost:**

**File Created:** 11/06/2009

**File Name:**

**Final Action:**

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

### Notes:

### Code Sections:

**Indexes:** LABOR CONTRACTS, RETIREMENT BENEFITS

**Sponsors:** THE CHAIR

**Attachments:** Dept of Employee Relations cover letter for unions, Fiscal note for unions, Cover letter from Dept of Employee Relations for nonmanagement non represented employees, Fiscal note for nonmanagement non represented employees, Costing information for non management non represented employees, Cover letter for management pay plan employees, Fiscal note for management, Comptroller letter, Hearing Notice List

**Drafter:** bjz

**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	11/06/2009	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	<b>Action Text:</b>	This Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE					
0	FINANCE & PERSONNEL COMMITTEE	11/19/2009	HEARING NOTICES SENT		11/24/2009		
1	CITY CLERK	11/23/2009	DRAFT SUBMITTED				
	<b>Action Text:</b>	This Charter Ordinance was DRAFT SUBMITTED					
0	FINANCE & PERSONNEL COMMITTEE	11/24/2009					

## Text of Legislative File 090951

..Number

090951

..Version

SUBSTITUTE 1

..Reference

090613

..Sponsor

THE CHAIR

..Title

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

..Sections

36-04-1-c am

36-04-1-f am

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

36-08-7-a-2 am

36-08-7-m am

..Analysis

This charter ordinance changes retirement benefits for employees represented by the Technicians, Engineers and Architects of Milwaukee, the Association of Scientific Personnel and the Association of Municipal Attorneys as follows:

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

..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 090613, passed September 22, 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 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 who participate in the combined fund and who retire on a service retirement allowance on or after January 1, 2003, and who are represented by Milwaukee District Council 48,

AFSCME, AFL-CIO; city of Milwaukee employees represented by the Milwaukee Building and Construction Trades Council who participate in the combined fund and who retire on a service retirement allowance on or after August 1, 2007; >>city of Milwaukee employees represented by the Technicians, Engineers and Architects of Milwaukee, the Association of Scientific Personnel, and the Association of Municipal Attorneys who participate in the combined fund and who retire on a service retirement or allowance on or after January 1, 2007;<< city of Milwaukee employees represented by 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 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. Section 36-04-1-f of the charter is created to read:

f. City employees represented by Milwaukee District Court 48, AFSCME, AFL-CIO, >>the Technicians, Engineers and Architects of Milwaukee, the Association of Scientific Personnel, and the Association of Municipal Attorneys<< who during the calendar year 2010 retire from active service on a normal service retirement allowance, including allowances under s. 36-05-1-d-3, or on an immediate retirement allowance under s. 36-05-6-c, shall be eligible for a bonus year. At the member's discretion, the bonus year may be added either to the member's age for purposes of retirement eligibility, or to creditable service. The bonus year may be divided into one month increments and used for a combination of additions to age and creditable service, not to exceed a total of 12 months. All or part of the bonus year cannot be applied to earn more than 35 years of creditable service or to exceed the 70% of final average salary limitation stated in s. 36-06-10-f.

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

36-05. Benefits.

1. SERVICE RETIREMENT ALLOWANCE.

h-5-b. City employees represented by Milwaukee District Council 48, AFSCME, AFL-CIO, >>the Technicians, Engineers and Architects of Milwaukee, the Association of Scientific Personnel, and the Association of Municipal Attorneys<<who during the calendar years 2010 and 2011 retire from active service on a normal service retirement allowance, including allowances under par. d-3, or on an immediate retirement allowance under par. 6-c, shall receive a 2% pension escalator effective with the installment next following the first anniversary of their retirement.

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

a-2. City employees hired on or after January 1, 2010, who are represented by Milwaukee District Council 48, AFSCME, AFL-CIO, >>the Technicians, Engineers and Architects of Milwaukee, the Association of Scientific Personnel, and the Association of Municipal Attorneys, and management and nonmanagement/nonrepresented employees<< shall contribute 5.5% of their earnable compensation.

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

m. During the 8-year period immediately following their enrollment, general city employees who are enrolled as members on or after January 1, 2000 shall contribute to the combined fund a sum expressed as 1.60% of the member's pensionable earnings if they participate in the combined fund. If a member who makes contributions under this par. separates from service without a vested pension or withdraws his or her accumulated contributions, amounts contributed under this par. shall be returned to the contributor without interest. This subsection shall not apply to city employees hired on or after January 1, 2010 who are represented by Milwaukee District Council 48, AFSCME, AFL-CIO, >>the Technicians, Engineers and Architects of Milwaukee, the Association of Scientific Personnel, and the Association of Municipal

Attorneys, and management and nonmanagement/nonrepresented employees<<.

Part 6. 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

..Drafter

LRB09443-3

BJZ:lp

11/23/09





Office of the Comptroller  
November 24, 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

Ref: Pay Admin

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

Dear Committee Members:

Re: Common Council File No. 090951

I have reviewed the revised fiscal note in the above file, which reports the impact of pension changes for Non-Management, Non-Represented and Management employees.

The Department of Employee Relations pension costs were developed by an actuary. We are not in a position to recompute these figures, as we do not have the appropriate database. We have found the balance of the figures in the note to be reasonable. The figures developed by the Department of Labor Relations are adequate for use in the file.

Very truly yours,

  
W. MARTIN MORICS  
Comptroller

WMM:JB

Revised NMNR & Mngmt pension sunset and 5.5%

c: Labor Relations  
Deferrred Comp  
ERS



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

November 23, 2009

Ref: Pay Admin

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

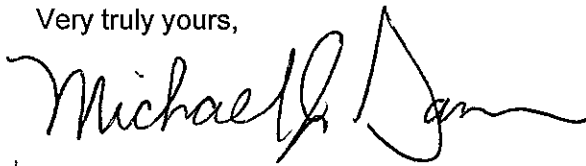

Dear Committee Members:

Re: Common Council File No. 090951

I have reviewed the fiscal note in the above file, which reports the impact of pension changes for Non-Management, Non-Represented and Management employees.

The Department of Employee Relations pension costs were developed by an actuary. We are not in a position to recompute these figures, as we do not have the appropriate database. We have found the balance of the figures in the note to be reasonable. The figures developed by the Department of Labor Relations are adequate for use in the file.

Very truly yours,

  
 W. MARTIN MORICS  
Comptroller

WMM:JB

NMNR & Mngmt pension sunset and 5.5%

c: Labor Relations  
Deferrred Comp  
ERS



**Department of Employee Relations**

**Tom Barrett**  
Mayor

**Maria Monteagudo**  
Director

**Michael Brady**  
Employee Benefits Director

**Troy M. Hamblin**  
Labor Negotiator

November 18, 2009

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

RE: File No. 090951

Dear Committee Members:

The above referenced charter ordinance implements the retirement benefit changes contained in the 2007-2009 and 2010-2011 collective bargaining agreements between the City of Milwaukee and the following three unions: Technicians, Engineers and Architects of Milwaukee, Association of Municipal Attorneys and Association of Scientific Personnel.

Costs associated with this ordinance were reported on the Fiscal Notes attached to Common Council File No. 070021, 070024 and 070018, respectively.

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

Sincerely,

Troy M. Hamblin  
Labor Negotiator

NMF  
090951 ChOrd F&P ltr  
labr\TEAM\2007-2009\07-09; 10-11 Implementation

## CITY OF MILWAUKEE FISCAL NOTE

A) Date: 11-18-09

File Number: 090951

Original Fiscal Note Substitute ♦

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

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

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

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

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

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

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

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

Costs for this file were included in the fiscal note for CC files 070018, 070021 and 070024.

H) Computations used in arriving at fiscal estimate:

Please list any comments on reverse side and check here ☐



Department of Employee Relations

**Tom Barrett**  
Mayor

**Maria Monteagudo**  
Director

**Michael Brady**  
Employee Benefits Director

**Troy M. Hamblin**  
Labor Negotiator

REVISED

November 23, 2009

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

Dear Committee Members:

Re: Common Council File Number 090951

---

- Analysis -

This report recommends adoption of a pension benefit change for Management Pay Plan employees effective January 1, 2010.

---

This report recommends the adoption of a pension benefit change for Management Pay Plan employees effective January 1, 2010.

Pension Benefits

Management Pay Plan employees hired on or after 1/1/2010 shall be required to pay member contributions equal to 5.5%.

We recommend approval of this pension benefit change.

Sincerely,

Maria Monteagudo  
Employee Relations Director

Attachment: Fiscal Note



Department of Employee Relations

**Tom Barrett**  
Mayor

**Maria Monteagudo**  
Director

**Michael Brady**  
Employee Benefits Director

**Troy M. Hamblin**  
Labor Negotiator

November 23, 2009

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

Dear Committee Members:

Re: Common Council File Number 090951

---

- Analysis -

This report recommends adoption of pension benefit changes for Management Pay Plan employees for 2007-2009 and 2010-2011.

---

This report recommends the adoption of pension benefit changes for Management Pay Plan employees for the years 2007-2009 and 2010-2011.

Pension Benefits

1. The sunset of December 31, 2006 will be removed to permit management pay plan employees who participate in the combined fund and who retire after December 31, 2006 to receive creditable service for active military service, as provided in 36-04-1-c of the City Charter.
2. Management Pay Plan employees hired on or after 1/1/2010 shall be required to pay member contributions equal to 5.5%.

We recommend approval of these pension benefit changes.

Sincerely,

Maria Monteagudo  
Employee Relations Director

Attachment: Fiscal Note

## CITY OF MILWAUKEE FISCAL NOTE

A) Date: November 23, 2009 (Revised)

File Number: 090951  
Orig Fiscal Note ☐ Substitute ☒

Subject: Pension benefit changes for Management Pay Plan employees

B) Submitted By (name/title/dept/ext.): Sarah Trotter/Human Resources Representative/Dept of Employee Relations/ 2398

- 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:					
Pensions:					-0-
Life Ins:					
Equip Repair:					
Other: Auto					
Totals					-0-

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

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

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

H) Computations used in arriving at fiscal estimate:

Future savings expected for 5.5% contribution but difficult to estimate at this time.

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

**Costing Mgmt  
Pension Changes**

Average Salary 2006 rates      67,499  
Total Employees                    727  
2006 Total Base Salary 49,071,773

**CC file # 090951**

**REVISED**

**Pension-5.5% Contribution**

Future savings but difficult to estimate at this time.

November 23, 2009



## CITY OF MILWAUKEE FISCAL NOTE

A) Date: November 23, 2009

File Number: 090951  
Orig Fiscal Note ☒ Substitute ☐

Subject: Pension benefit changes for Management Pay Plan employees

B) Submitted By (name/title/dept/ext.): Sarah Trotter/Human Resources Representative/Dept of Employee Relations/ 2398

- 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:					
Pensions:	Military Credit		\$150,641		
Life Ins:					
Equip Repair:					
Other: Auto					
Totals			\$150,641		

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 \$50,544 will recur on an annual basis ('07, '08, and '09 repeats).

H) Computations used in arriving at fiscal estimate:

Current staffing and costing by ERS Actuary for Military Credit.

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



Department of Employee Relations

**Tom Barrett**  
Mayor

**Maria Monteagudo**  
Director

**Michael Brady**  
Employee Benefits Director

**Troy M. Hamblin**  
Labor Negotiator

REVISED

November 23, 2009

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

Dear Committee Members:                      Re: Common Council File Number 090951

---

- Analysis -

This report recommends adoption of pension benefit changes for nonmanagement/ nonrepresented employees for the years 2010-2011.

---

This report recommends adoption of pension benefit changes for nonmanagement/nonrepresented City employees for the years 2010-2011. These recommendations are comparable to pension benefit changes approved for employees represented by District Council 48, AFSCME, AFL-CIO.

Pension Benefits

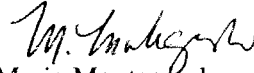
1. Employees hired on or after 1/1/2010 shall be required to pay member contributions equal to 5.5%.
2. Effective 1/1/2010 through 12/31/2011 employees who retire from active service on a normal service retirement or an early retirement shall receive a 2% COLA increase after the first twelve months of retirement.
  - This provision shall expire 12/31/2011.
4. Employees who retire from active service between 1/1/2010 and 12/31/2010 on a normal service retirement or an early service retirement shall be eligible for a bonus year. That year may be, at the discretion of the employee, added to either age, for eligibility qualification, or years of service. The bonus year may be split into portions no smaller than full months and used for a combination of age and service not to exceed 12 months in total. If the bonus year is used as an additional year of service credit the total years of service cannot exceed 35, and will not be used to break the 70% cap. In order to be eligible for this benefit, employees

must provide notice only of their intent to retire during 2010 to their Department head or designee by August 31, 2010.

- This provision shall expire 12/31/2010.

We recommend approval of these pension benefit changes.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Monteagudo', written in a cursive style.

Maria Monteagudo  
Employee Relations Director

Attachment: Fiscal Note



Department of Employee Relations

**Tom Barrett**  
Mayor

**Maria Monteagudo**  
Director

**Michael Brady**  
Employee Benefits Director

**Troy M. Hamblin**  
Labor Negotiator

November 23, 2009

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

Dear Committee Members:

Re: Common Council File Number 090951

---

- Analysis -

This report recommends adoption of pension benefit changes for nonmanagement/ nonrepresented employees for 2007-2009 and 2010-2011.

---

This report recommends the adoption of pension benefit changes for nonmanagement/nonrepresented City employees for the years 2007-2009 and 2010-2011. These recommendations are comparable to pension benefit changes approved for employees represented by District Council 48, AFSCME, AFL-CIO.

Pension Benefits

1. The sunset of December 31, 2006 will be removed to permit nonmanagement/nonrepresented employees who participate in the combined fund and who retire after December 31, 2006 to receive creditable service for active military service, as provided in 36-04-1-c of the City Charter.
2. Employees hired on or after 1/1/2010 shall be required to pay member contributions equal to 5.5%.
3. Effective 1/1/2010 through 12/31/2011 employees who retire from active service on a normal service retirement or an early retirement shall receive a 2% COLA increase after the first twelve months of retirement.
  - This provision shall expire 12/31/2011.
4. Employees who retire from active service between 1/1/2010 and 12/31/2010 on a normal service retirement or an early service retirement shall be eligible for a

bonus year. That year may be, at the discretion of the employee, added to either age, for eligibility qualification, or years of service. The bonus year may be split into portions no smaller than full months and used for a combination of age and service not to exceed 12 months in total. If the bonus year is used as an additional year of service credit the total years of service cannot exceed 35, and will not be used to break the 70% cap. In order to be eligible for this benefit, employees must provide notice only of their intent to retire during 2010 to their Department head or designee by August 31, 2010.

- This provision shall expire 12/31/2010.

We recommend approval of these pension benefit changes.

Sincerely,



Maria Monteagudo  
Employee Relations Director

Attachment: Fiscal Note

## CITY OF MILWAUKEE FISCAL NOTE

**A) Date:** November 24, 2009 (Revised)

**File Number:** 090951

Orig Fiscal Note ☐ Substitute ☒

**Subject:** Pension benefit changes for non-management/non-represented employees

**B) Submitted By (name/title/dept/ext.):** Sarah Trotter/Human Resources Representative/Dept of Employee Relations/ 2398

- 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:					
Pensions:					
Pensions:	2% COLA and Bonus Year		\$70,486		\$136,634
Life Ins:					
Other: Auto					
<b>Totals</b>			\$70,486		\$136,634

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 and Savings for 2% COLA and Bonus Year will recur on an annual basis.

H) Computations used in arriving at fiscal estimate:

Current staffing and costing by ERS Actuary. Assume 50% of eligible employees retire and two positions are not filled.

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

## CITY OF MILWAUKEE FISCAL NOTE

A) Date: November 23, 2009

File Number: 090951  
Orig Fiscal Note ☐ Substitute ☐

Subject: Pension benefit changes for non-management/non-represented employees

B) Submitted By (name/title/dept/ext.): Sarah Trotter/Human Resources Representative/Dept of Employee Relations/ 2398

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

E) Purpose	Specify Type/Use	Account	Expenditure	Revenue	Savings
Salaries/Wages:					
Pensions:	Military Credit		\$9,920		
Pensions:	2% COLA and Bonus Year		\$70,725		\$136,634
Life Ins:					
Other: Auto					
Totals			\$80,645		\$136,634

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 \$3,383 will recur on an annual basis ('07, '08, and '09 repeats) for Military Credit. Costs and Savings for 2% COLA and Bonus Year will recur on an annual basis.

H) Computations used in arriving at fiscal estimate:

Current staffing and costing by ERS Actuary. Assume 50% of eligible employees retire and two positions are not filled.

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

**Costing NM/NR  
Pension Changes**

Average Salary 2006 rates	37,893
Total Employees	85
2006 Total Base Salary	3,220,905

**CC file # 090951**

REVISED

**Pension - 5.5% Contribution**      Future savings but difficult to estimate at this time.

**Pension - 2% COLA and Bonus Year**      Please see attached worksheet

November 23, 2009



**Estimate of Non-Represented Pension Benefit Impact**

REVISED

File #090951

Adjustment to Management/Non-Represented to reflect actual impacted population

84.97%

Original Cost for Benefits = to DC 48

2,100,000

Cost of Benefit after adjustment

1,784,456

Original savings from Normal Costs

2,300,000

Normal costs after adjustment

1,954,404

Percentage of Non-Represented to total Management/Non-Represented

7.9%

Cost if all retire (13 employees)

140,972

Cost of 50% retirement (6-7 employees)

70,486

Assume two positions not filled (including fringe benefits)

112,800

Normal cost savings from two eliminated positions

23,834

Net Savings

66,148

**NMNR 2% COLA and Bonus Year**

November 24, 2009

$\$112,800 + \$23,834 = \$136,634$  Savings      $\$136,634$  Savings -  $\$70,486$  Cost =  $\$66,148$  Net Savings

CC 090951

Effective for retirements on and after January 1, 2007, remove the "sunset" on pension credit for prior military service. Costing figures provided by ERS Actuary 9/9/04.

Cost to change PSO election to earlier of 6 months prior to NSR date or 30 yrs and Remove Sunset on military credit.	As a % of covered compensation:	0.1160%
---	---------------------------------	---------

Cost to change PSO election to earlier of 6 months prior to NSR date or 30 yrs.	As a % of covered compensation:	<u>0.0170%</u>
---	---------------------------------	----------------

Cost of removing sunset on credit for military service	As a % of covered compensation:	<b>0.0990%</b>
--	---------------------------------	----------------

# **Costing NM/NR Pension Changes**

Average Salary 2006 rates      37,893  
 Total Employees                      85  
 2006 Total Base Salary    3,220,905

**CC file # 090951**

		<b>Cost to Continue 2007 Into 2008</b>	<b>Cost to Continue 2007 Into 2009</b>	<b>2% 1.505% 2008</b>	<b>Cost to Continue 2008 Into 2009</b>	<b>2% 1.505% 2009</b>	<b>Cost to Continue 2009 Into 2010</b>	<b>Cost over Contract 2007-2009</b>
<b>Base Salary</b>	<b>2.00% 2007</b>	64,418	64,418	49,444	65,706	50,433	67,021	358,838
<b>Pension-military crdt (1)</b>	<b>0.099%</b>	3,252	3,252	49	65	50	66	9,920

(1) Actuarial factor per ERS actuary.

**Pension - 5.5% Contribution**      Future savings but difficult to estimate at this time.

**Pension - 2% COLA and Bonus Year**      Please see attached worksheet

November 23, 2009

## Estimate of Non-Represented Pension Benefit Impact

File #090951

Adjustment to Management/Non-Represented to reflect actual impacted population	78.2%
Original Cost for Benefits = to DC 48	2,100,000
Cost of Benefit after adjustment	1,643,005
Original savings from Normal Costs	2,300,000
Normal costs after adjustment	1,799,482
Percentage of Non-Represented to total Management/Non-Represented	8.6%
Cost if all retire (13 employees)	141,451
Cost of 50% retirement (6-7 employees)	70,725
Assume two positions not filled (including fringe benefits)	112,800
Normal cost savings from two eliminated positions	23,834
Net Savings	65,909

### NMNR 2% COLA and Bonus Year

November 23, 2009

$\$112,800 + \$23,834 = \$136,634$  Savings     $\$136,634$  Savings -  $\$70,725$  Cost =  $\$65,909$  Net Savings

FISCAL NOTE WORKSHEET - NMNR

CC # 090951	CURRENT YEAR 2009	NEXT YEAR 2010	RECURRING
=====	=====	=====	=====
Military Crdt	3,252 07N		
	3,252 07R	3,252 07R	3,252 07R
	3,252 07R		
	49 08N		
	65 08R	65 08R	65 08R
	50 09N		
		66 09R	66 09R
Total	9,920	3,383	3,383

November 23, 2009

CC 090951

Effective for retirements on and after January 1, 2007, remove the "sunset" on pension credit for prior military service. Costing figures provided by ERS Actuary 9/9/04.

Cost to change PSO election to earlier of 6 months prior to NSR date or 30 yrs and Remove Sunset on military credit.	As a % of covered compensation:	0.1160%
---	---------------------------------	---------

Cost to change PSO election to earlier of 6 months prior to NSR date or 30 yrs.	As a % of covered compensation:	<u>0.0170%</u>
---	---------------------------------	----------------

Cost of removing sunset on credit for military service	As a % of covered compensation:	<b>0.0990%</b>
--	---------------------------------	----------------

**F&P FILE NUMBER: 090951**

[illegible]



# City of Milwaukee

200 E. Wells Street  
Milwaukee, Wisconsin  
53202

## Master With Text

**File Number: 090952**

**File ID:** 090952

**Type:** Ordinance

**Status:** In Committee

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE &  
PERSONNEL  
COMMITTEE

**Requester:** COMMON COUNCIL

**Cost:**

**File Created:** 11/06/2009

**File Name:**

**Final Action:**

**Title:** A substitute ordinance relating to transportation reimbursement payments for certain city employees.

### Notes:

### Code Sections:

**Indexes:** AUTO ALLOWANCE, LABOR CONTRACTS

**Sponsors:** THE CHAIR

**Attachments:** Dept of Employee Relations cover letter for unions,  
Fiscal note for unions, Cover letter from Dept of  
Employee Relations for management pay plan  
employees, Fiscal note for management, Comptroller  
letter, Hearing Notice List

**Drafter:** bjz

**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	11/06/2009	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	<b>Action Text:</b>	This Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE					
0	FINANCE & PERSONNEL COMMITTEE	11/19/2009	HEARING NOTICES SENT		11/24/2009		
1	CITY CLERK	11/23/2009	DRAFT SUBMITTED				
	<b>Action Text:</b>	This Ordinance was DRAFT SUBMITTED					
0	FINANCE & PERSONNEL COMMITTEE	11/24/2009					

### Text of Legislative File 090952

..Number



090952

..Version

SUBSTITUTE 1

..Reference

..Sponsor

THE CHAIR

..Title

A substitute ordinance relating to transportation reimbursement payments for certain city employees.

..Sections

350-183-7-a-4 rc

350-183-7-a-5 rc

350-183-7-b-8 am

..Analysis

This ordinance revises automobile reimbursement rates for city management and nonmanagement/nonrepresented employees, and those represented by Technicians, Engineers and Architects of Milwaukee. The revision provides for a monthly base of \$75 or payment for each mile driven on city business during that month at the internal revenue service standard mileage rate per month (current rate is \$0.55 per mile), whichever is greater.

..Body

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

Part 1. Section 350-183-7-a-4 of the code is repealed and recreated to read:

350-183. Private Transportation Reimbursement.

7. RATE SCHEDULE.

a. General.

a-4. Rates for Management and Nonmanagement/Nonrepresented Employees. Management and nonmanagement/nonrepresented employees shall receive a base amount of \$75 per month, or payment for each mile driven on official city business during that month at the current internal revenue standard mileage rate, whichever is greater.

Part 2. Section 350-183-7-a-5 of the code is repealed and recreated to read:

a-5. Technicians, Engineers and Architects of Milwaukee. Effective January 10, 2010, employees represented by Technicians, Engineers and Architects of Milwaukee shall receive a base amount of \$75 per month, or payment for each mile driven on official city business during that month at the current internal revenue standard mileage rate, whichever is greater.

Part 3. Section 350-183-7-b-8 of the code is amended to read:

b-8. [[Effective January 1, 1985, in]] >>In<< circumstances where a management pay plan employee, by using the schedule under par. a-4, would be paid less than a subordinate bargaining unit employee for the same amount of miles driven, the management pay plan employee shall be entitled to automobile allowance equal to that granted to the bargaining unit employee by using the appropriate bargaining unit's rate schedule as specified by ordinance or labor contract >>, until such time that the management pay plan employee no longer supervises any employees receiving a higher rate<<. >>Effective the following month, when a management pay plan employee no longer supervises any employee receiving a higher rate, the management pay plan employee's rate shall be that specified in par. a-4.

..LRB

APPROVED AS TO FORM

---

Legislative Reference Bureau

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

..Attorney

IT IS OUR OPINION THAT THE ORDINANCE  
IS LEGAL AND ENFORCEABLE



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

November 23, 2009

Ref: Pay Admin

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

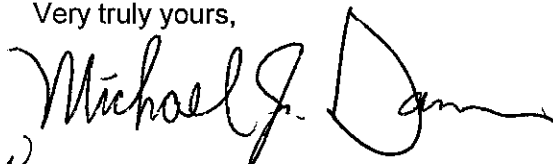
Dear Committee Members:

Re: Common Council File No. 090952

I have reviewed the fiscal note in the above file, which reports the impact of automobile allowance changes for Management employees.

The figures developed by the Department of Labor Relations are adequate for use in the file.

Very truly yours,

  
for W. MARTIN MORICS  
Comptroller

WMM:JB  
Auto Allowance-management

c: Labor Relations



**Department of Employee Relations**

**Tom Barrett**  
Mayor

**Maria Monteagudo**  
Director

**Michael Brady**  
Employee Benefits Director

**Troy M. Hamblin**  
Labor Negotiator

November 18, 2009

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

RE: File No. 090952

Dear Committee Members:

The above referenced ordinance implements the transportation and travel benefit changes contained in the 2007-2009 and 2010-2011 collective bargaining agreements between the City of Milwaukee and the following two unions: Technicians, Engineers and Architects of Milwaukee and Association of Municipal Attorneys.

Costs associated with this ordinance were reported on the Fiscal Notes attached to Common Council File No. 070021 and 070024.

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

Sincerely,

Troy M. Hamblin  
Labor Negotiator

NMF  
090952 Auto F&P ltr  
labr\TEAM\2007-2009\07-09; 10-11 Implementation

## CITY OF MILWAUKEE FISCAL NOTE

A) Date: 11-18-09

File Number: 090952

Original Fiscal Note Substitute ♦

Subject: An ordinance relating to transportation reimbursement payments for certain city employees.

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

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

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

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

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

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

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

Costs for this file were included in the fiscal note for CC files 070018, 070021 and 070024.

H) Computations used in arriving at fiscal estimate:

Please list any comments on reverse side and check here ☐



Department of Employee Relations

**Tom Barrett**  
Mayor

**Maria Monteagudo**  
Director

**Michael Brady**  
Employee Benefits Director

**Troy M. Hamblin**  
Labor Negotiator

November 23, 2009

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

Dear Committee Members:

Re: Common Council File Number 090952

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- Analysis -

This report recommends adoption of changes in Automobile Allowance for Management Pay Plan employees effective November 1, 2009.

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This report recommends the adoption of changes in Automobile Allowance for Management Pay Plan employees effective November 1, 2009.

Automobile Allowance:

- a. Effective November 1, 2009, the City shall reimburse a Management Pay Plan employee in active service, who is required as a condition of employment to have a private automobile available for use on City business, a base amount of seventy-five dollars (\$75) per month or payment for each mile driven on official City business during that month at the IRS standard mileage rate per mile, whichever is greater. (On 01/01/09, the IRS standard mileage rate is \$0.55 cents per mile) Management Pay Plan employees who receive a higher rate of automobile allowance, per Section 350-183-7-b-8 of the Milwaukee Code of Ordinances, due to supervising an employee who receives a higher rate of automobile allowance, shall continue to receive the higher rate until they no longer supervise any employees who receive a higher rate. Effective the following month, when a Management Pay Plan employee no longer supervises any employee who receives a higher rate, the Management Pay Plan employee's rate shall revert to a base amount of seventy-five dollars (\$75) per month or payment for each mile driven on official City business during that month at the IRS standard mileage rate per mile, whichever is greater. (Note: some of the bargaining unit employees who previously received a higher rate of automobile allowance have been "grandfathered" at the higher rate as long as they hold their current position. Over time the number of employees at the higher rate will decline as

will the number of Management Pay Plan supervisors who have a higher rate because of their reporting relationships.)

- b. In order to receive reimbursement, an eligible employee shall submit a record of mileage incurred on City business during the month and attest to the accuracy of such mileage on a form approved by the Comptroller. All private automobile reimbursement payments to employees exceeding 1,000 miles monthly shall be concurred by the Finance and Personnel Committee before payment is made.
- a. Effective November 1, 2009 reimbursement forms shall be submitted on a monthly basis on or before the last workday of the following month. An employee who is required to have a private automobile available for use on City business shall have at least the minimum insurance coverage prescribed by state law and shall have declared the use of his/her automobile on city business to his insurance company to protect the City's interests. It shall be the responsibility of the department head to see that the employee is adequately covered by such insurance before he/she approves the use of a private vehicle on City business and reimbursement for such use.

We recommend approval of these changes in Automobile Allowance for Management Pay Plan employees.

Sincerely,



Maria Monteagudo  
Employee Relations Director

Attachment: Fiscal Note

## CITY OF MILWAUKEE FISCAL NOTE

A) Date: November 23, 2009

File Number: 090952  
Orig Fiscal Note ☒ Substitute ☐

Subject: Resolution approving changes in Automobile Allowance for Management Pay Plan employees

B) Submitted By (name/title/dept/ext.): Sarah Trotter/Human Resources Representative/Dept of Employee Relations/ 2398

- 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:					
Pensions:					
Health Ins:					
Life Ins:					
Equip Repair:					
Other: Auto			\$3,751		
Totals			\$3,751		

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 \$22,507 will recur on an annual basis.

H) Computations used in arriving at fiscal estimate:

Current usage of this benefit by Management Pay Plan employees.

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

**F&P FILE NUMBER: 090952**

[illegible]





## Legislation Details (With Text)

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**File #:** 090813      **Version:** 0

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

**File created:** 11/3/2009      **In control:** FINANCE & PERSONNEL COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

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

**Sponsors:** THE CHAIR

**Indexes:** COMPTROLLER, DOCUMENTS AND RECORDS, MUNICIPAL BORROWING

**Attachments:** Fiscal Note, Cover Letter, Preliminary Official Statement

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/19/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

**Number**

090813

**Version**

Original

**Sponsor**

THE CHAIR

**Title**

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

**Analysis**

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

**Body**

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

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

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

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

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

Whereas, The City desires to use the Master Continuing Disclosure Certificate approved by Common Council File Number 031384 adopted on February 10, 2004 in connection with the issuance of the Offered Obligations; now, therefore, be it

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

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

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

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

**Requestor**

Comptroller

**Drafter**

RSL

REF: PD-7590bW.rtf

## **LRB – RESEARCH AND ANALYSIS**

**NOVEMBER 24, 2009**

**ITEM 11, FILE #090813**

**FINANCE & PERSONNEL COMMITTEE**

**JAMES CARROLL**

File #090813 is a resolution approving the form of the Preliminary Official Statement used in connection with the sale of City of Milwaukee debt.

### **Background & Discussion**

1. The Official Statement provides potential underwriters or purchasers of debt with comprehensive financial and economic information on the City of Milwaukee.
2. The Official Statement is submitted for the Common Council's approval by the Comptroller's Office. This Official Statement will be used in conjunction with the issuance of \$48 million in MPS Qualified School Construction Bonds.
3. The sale is scheduled to close on December 22, 2009.

### **Fiscal Impact**

The resolution has no fiscal impact in and of itself. The actual issuance of debt will determine the impact of future years' debt service requirements.

Cc: Marianne Walsh  
Mike Daun  
Craig Kammholz  
W. Martin Morics  
Richard Li  
Mark Nicolini

Prepared by:  
Jim Carroll, X8679  
LRB Research & Analysis  
November 20, 2009

## CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV.6/86)

A) DATE: November 18, 2009

FILE NUMBER: 090813

Original Fiscal Note ☒ Substitute ☐

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

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

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

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

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

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

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

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


H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

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

PD-7590bfW.doc

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐



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

October 8, 2009

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

Dear Council Members:

I would like to request the introduction of the enclosed resolutions that relate to City borrowing for ARRA Projects – Qualified School Construction Bonds.

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

Very truly yours,

W. MARTIN MORICS  
Comptroller

WMM:RL  
REF: PD-7590W.DOC

**PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER 24, 2009****NEW ISSUE  
BOOK ENTRY ONLY****RATINGS:**  
(See "Ratings" herein.)Fitch      Moody's      Standard & Poor's  
Applied For      Applied For      Applied For

*In the opinion of Katten Muchin Rosenman LLP, and of Hurtado, S.C., Bond Counsel, under existing law the Bonds are "qualified school construction bonds" within the meaning of Section 54F of the Internal Revenue Code of 1986 (the "Code"). Owners of the Tax Credit Certificates, whether held as Tax Credit Strips or as part of the Bonds, as of the applicable credit allowance date (as defined in Section 54A of the Code) are entitled, subject to the limitations of Code Section 54A, to a federal income tax credit for such taxable year. The amount of the tax credit will be treated as interest for federal tax purposes and will be included in gross income for all Owners of Tax Credit Certificates, whether held as Tax Credit Strips or as part of the Bonds, in accordance with each Owner's tax status. Under current Wisconsin income and franchise tax laws, the Owners of the Tax Credit Certificates, whether held as Tax Credit Strips or as part of the Bonds, (i) will not be entitled to a credit against their Wisconsin income or franchise tax liability, and (ii) will not be required to include the amount of any federal tax credit in gross income as interest for Wisconsin income or franchise tax purposes. See "TAX MATTERS" herein.*

*In the opinion of Katten Muchin Rosenman LLP, and of Hurtado, S.C., Bond Counsel, under existing law interest, if any, on the Bonds is included in gross income for federal tax purposes. The interest, if any, on the Bonds is not exempt from present Wisconsin income or franchise taxes. See "TAX MATTERS" herein.*



**\$48,000,000\***  
**CITY OF MILWAUKEE**  
**Milwaukee County, Wisconsin**  
**General Obligation Corporate Purpose Bonds**  
**Qualified School Construction Bonds, Series 2009 M6 (Tax Credit)**

**THE BONDS AND, IF APPLICABLE, ANY TAX CREDIT STRIPS, MAY HAVE LIMITED MARKET LIQUIDITY.**  
 See "CERTAIN INVESTOR CONSIDERATIONS REGARDING THE BONDS" herein

Dated: December 22, 2009

Due: As Shown on the inside cover

The General Obligation Corporate Purpose Bonds, Qualified School Construction Bonds, Series 2009 M6 (Tax Credit) (the "Bonds") are being issued by the City of Milwaukee, Wisconsin (the "City" and the "State", respectively), as "qualified school construction bonds" as defined in Section 54F of the Code. The Bonds are composed of a principal component (the "Principal Component") and a tax credit component (the "Tax Credit Component") which Tax Credit Component is evidenced by tax credit certificates (the "Tax Credit Certificates"). The Tax Credit Component may be separated (or "stripped") from the Principal Component of the Bonds. If the Tax Credit Component is stripped, then the Tax Credit Certificates will be delivered as tax credit strips ("Tax Credit Strips"), with one Tax Credit Strip for each credit allowance date (as defined in Section 54A(e)(1) of the Code) for the related Bonds, and the Principal Component will be delivered as a principal strip ("Principal Strip", and collectively with the Tax Credit Strips, the "Strips"), as provided in the resolution awarding the Bonds and in the Fiscal Agency Agreement, dated December 22, 2009 (the "Fiscal Agency Agreement"), between the City and \_\_\_\_\_ (the "Fiscal Agent").

Owners of the Tax Credit Certificates, whether held as Tax Credit Strips or as a part of the Bonds, on one or more credit allowance dates (as defined in Section 54A of the Code) will be entitled, subject to the limitations of Section 54A of the Code, to federal income tax credits ("Tax Credits") in an amount equal to the sum of the credits determined under Section 54A(b) of the Code with respect to such dates. See "TAX MATTERS"; see also "Certain Investor Considerations Regarding Bonds."

Interest, if any, on the Bonds, will be payable quarterly on March 15, June 15, September 15, and December 15 of each year, commencing on March 15, 2010 to the registered owners of the Bonds appearing of record in the bond register as of the close of business on the last day (whether or not a business day) of the immediately preceding month.

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

The Bonds are being issued pursuant to Chapter 67 of the Wisconsin Statutes and are direct general obligations of the City, payable from taxes levied on all taxable property within the City, subject to taxation by the City, without limitation as to rate or amount. The proceeds from the sale of the Bonds will be used to provide financing for various school construction projects.

The Bonds have been offered for sale by competitive bid in accordance with the Official Notice of Sale dated November 24, 2009 and are being issued subject to the legal opinions of Katten Muchin Rosenman LLP, Chicago, Illinois, and of Hurtado, S.C., Wauwatosa, Wisconsin, Bond Counsel to the City, and other conditions specified in the Official Notice of Sale. Delivery of the Bonds will be on or about December 22, 2009 (the "Expected Date of Delivery") in New York, New York.

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

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

**\*May be increased in accordance with the Official Notice of Sale.**

**ELECTRONIC BIDS FOR THE BONDS WILL BE RECEIVED  
 UNTIL 9:30 A.M. (CENTRAL TIME) ON THURSDAY, DECEMBER 3, 2009**

# MATURITY SCHEDULE

## BONDS:

<u>Maturity Date*</u>	<u>Amount**</u>	<u>Credit Rate</u>	<u>Interest Rate</u>	<u>Price</u>	<u>CUSIP<sup>(1)</sup> Base (602366)</u>
December 15, 2026	\$48,000,000	____%	____%		

AS AND AFTER THE TAX CREDIT COMPONENT IS STRIPPED FROM THE PRINCIPAL COMPONENT OF THE BONDS:

## Principal Strip:

<u>Maturity*</u>	<u>Principal Strip Amount**</u>	<u>Interest Rate</u>	<u>CUSIP<sup>(1)</sup> Base (602366)</u>
December 15, 2026	\$48,000,000	____%	

## Tax Credit Strips:

<u>Tax Credit Allowance Date*</u>	<u>Credit Amount</u>	<u>CUSIP<sup>(1)</sup> Base (602366)</u>	<u>Tax Credit Allowance Date*</u>	<u>Credit Amount</u>	<u>CUSIP<sup>(1)</sup> Base (602366)</u>
03/15/2010			09/15/2018		
06/15/2010			12/15/2018		
09/15/2010			03/15/2019		
12/15/2010			06/15/2019		
03/15/2011			09/15/2019		
06/15/2011			12/15/2019		
09/15/2011			03/15/2020		
12/15/2011			06/15/2020		
03/15/2012			09/15/2020		
06/15/2012			12/15/2020		
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03/15/2015			09/15/2023		
06/15/2015			12/15/2023		
09/15/2015			03/15/2024		
12/15/2015			06/15/2024		
03/15/2016			09/15/2024		
06/15/2016			12/15/2024		
09/15/2016			03/15/2025		
12/15/2016			06/15/2025		
03/15/2017			09/15/2025		
06/15/2017			12/15/2025		
09/15/2017			03/15/2026		
12/15/2017			06/15/2026		
03/15/2018			09/15/2026		
06/15/2018			12/15/2026		

***\*Subject to adjustment for changes in the permitted maximum maturity as determined on the award date. Based on the current maximum allowable maturity, the maturity is currently set for December 15, 2026 and is subject to change.***

***\*\* Subject to change in accordance with the Official Notice of Sale.***

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



## **REGARDING THE USE OF THIS OFFICIAL STATEMENT**

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

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

**NOTE: PAGE NUMBERING AND THE FOLLOWING TABLE OF CONTENTS WILL BE UPDATED AS  
WE MOVE CLOSER TO PRINT DATE**

## TABLE OF CONTENTS

	<u>Page</u>		<u>Page</u>
INTRODUCTION TO THE OFFICIAL STATEMENT .....	6	TAX INCREMENT DISTRICT FINANCING .....	29
DESCRIPTION OF THE BONDS .....	8	FINANCIAL INFORMATION .....	29
Authority and Purpose .....	8	Budgeting .....	29
Security for the Bonds .....	8	CITY CAPITAL IMPROVEMENTS PLAN .....	30
Statutory Borrowing Limitation .....	8	Adopted Budget - Combined Revenues - 200931	
Payment of the bonds .....	8	Adopted Budget – Combined Appropriations –	
Tax Credits .....	9	2009 .....	32
Transfer of Tax Credits .....	9	Budgetary Comparison Schedule - General Fund	
Stripping Regulations Not Yet Promulgated .....	9	.....	33
Fiscal Agency Agreement..Error! Bookmark not defined.		For The Years Ending December 31, 2004	
Registration, Transfer and Exchange .....	9	Through 2008 .....	33
Redemption .....	10	Assessed and Equalized Valuations .....	34
Redemption and Notice of Redemption .....	10	Assessed Tax Rates .....	35
Mandatory Sinking Fund Deposits .....	11	Property Tax Levies and Collections .....	35
Defeasance .....	11	COLLECTION PROCEDURES .....	36
Loss of Qualified School Construction Bond Status .....	11	INSURANCE .....	36
CERTAIN INVESTOR CONSIDERATIONS REGARDING THE BONDS .....	12	PENSION SYSTEM .....	37
INVESTMENT POLICIES OF THE CITY .....	12	Employees' Retirement System .....	37
THE CITY .....	13	Firemen's Annuity and Benefit Fund .....	38
Location, Organization and Government .....	13	Policemen's Annuity and Benefit Fund .....	38
General .....	13	Other Post-Employment Benefits .....	38
Elected Officials .....	13	MILWAUKEE PUBLIC SCHOOLS .....	39
CITY OFFICIALS .....	14	General .....	39
COMMON COUNCIL .....	14	Borrowing – General Obligation Debt .....	39
Public Services and Facilities .....	14	Borrowing-Revenue Bonds .....	40
Employee Relations .....	15	Borrowing – Future Financing .....	43
GENERAL, DEMOGRAPHIC AND ECONOMIC INFORMATION .....	16	Board of School Directors .....	43
General .....	16	Public services and facilities .....	43
Building Permits .....	17	Enrollment .....	44
Leading Business and Industrial Firms Located		Employee Relations .....	45
Within Milwaukee County .....	18	Financial Information .....	45
EMPLOYMENT AND INDUSTRY .....	19	Insurance .....	45
Annual Unemployment Rates .....	19	BOOK ENTRY ONLY SYSTEM .....	46
Recent Monthly Unemployment Rates .....	19	LEGAL MATTERS .....	48
Ten Largest Taxpayers With 2008 Assessed		Legal Opinion .....	50
Valuations .....	20	RATINGS .....	50
DEBT STRUCTURE .....	21	TAX MATTERS .....	50
Legal Debt Limitations .....	21	Tax Credits - In General .....	51
Debt Margin .....	21	Amount of Tax Credit .....	52
Debt Refunded .....	22	Limitation on Tax Credit .....	52
Analysis of General Obligation Debt .....	22	Carryover of Unused Tax Credit Amount .....	52
Outstanding as of December 17, 2009 .....	22	Tax Credit Amount Included in Income as Deemed Interest .....	52
General obligation debt service requirements .....	23	Tax Credit's Effect on Estimated Income Tax Payments .....	52
Trends of General Obligation Debt .....	24	Tax Status of the Bonds .....	53
(Thousands of Dollars) .....	24	Original Issue Discount .....	53
Trends of Self-Sustaining General Obligation		Tax Basis .....	53
Debt .....	24	Sale of Bonds .....	54
(Thousands of Dollars) .....	24	Tax Considerations Applicable to Strips .....	54
Ratio of General Obligation Debt .....	25	U.S. Federal Information Reporting and Backup Withholding	
Future Financing .....	26	.....	55
Commercial Paper Program .....	27	S Corporation and Partnership Investors .....	56
Auction Rate and Other Variable Rate Exposure .....	27	Foreign Investors .....	56
REVENUE BONDING .....	27	State Income Tax Consequences .....	56
		State Tax Matters .....	Error! Bookmark not defined.
		NO DESIGNATION AS QUALIFIED TAX-EXEMPT	
		OBLIGATIONS .....	56
		CONTINUING DISCLOSURE .....	56

FINANCIAL ADVISOR.....	56
UNDERWRITING .....	57
CLOSING DOCUMENTS AND CERTIFICATES	57
REPRESENTATIONS OF THE CITY .....	58
ADDITIONAL INFORMATION.....	58

#### APPENDICES

Appendix A - Audited financial information of the City of Milwaukee, Wisconsin for the Year Ended December 31,

2008 - Selected Sections of the Comprehensive Annual Financial Report.....	A-1
Appendix B - Draft Form of Legal Opinions .....	B-1
Appendix C - Master Continuing Disclosure Certificate .....	C-1
Appendix D - <b>Fiscal Agency Agreement</b>	
Appendix E - Form of Tax Credit Bond and Tax Credit Certificate	
Appendix F: Table of redemption Values	
Appendix G: Official Notice of Sale and Bid Form	

## INTRODUCTION TO THE OFFICIAL STATEMENT

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

### **\$48,000,000\* General Obligation Corporate Purpose Bonds, Qualified School Construction Bonds, Series 2009 M6 (Tax Credit) (the "Bonds")**

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

## SUMMARY STATEMENT

Issuer:	City of Milwaukee, Wisconsin.
Issue:	General Obligation Corporate Purpose Bonds, Qualified School Construction Bonds, Series 2009 M6 (Tax Credit) (the "Bonds").
Dated Date:	The Expected Date of Delivery, which is anticipated to be December 22, 2009.
<b>Sale Date and Time:</b>	<b>Thursday, December 3, 2009, Until 9:30 A.M. Central Time</b>
Maturity:	December 15, 2026 *.
Principal:	\$48,000,000*
Interest Payment Dates:	Interest, if any, on the Bonds, will be payable quarterly on March 15, June 15, September 15, and December 15 of each year, commencing on <b>March 15, 2010</b> to the registered owners of the Bonds appearing of record in the bond register as of the close of business on the last day (whether or not a business day) of the immediately preceding month.
Denominations:	\$40,000 or integral multiples thereof.
Purpose:	<b>The Bonds are being issued for the purpose of financing various public school facility construction, rehabilitation, and repair projects.</b>
Security:	Principal and interest on the Bonds will be payable out of receipts from an irrevocable ad-valorem tax levied on all taxable property within the City. The City has also pledged to make periodic payments into a sinking fund for the Bonds in order to accumulate sufficient funds to redeem the bonds at maturity. (See "THE BONDS - SECURITY FOR THE BONDS" herein).
Authority for Issuance:	The Common Council of the City has authorized the issuance and sale of the Bonds in accordance with the provisions of Chapters 65 and 67, <b>including particularly Section 67.05(5) of the Wisconsin Statutes.</b>
Form of Issuance:	The Bonds will be issued only as fully registered Bonds and will be registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as the securities depository of the Bonds (including related Principal Strips and Tax Credit Certificate/Strips). Individual purchases will be made in book-entry form only in denominations of \$40,000 principal amount or any integral multiple thereof. Purchasers will not receive certificates representing their interests. Payments on the Bonds will be made by the Fiscal Agent, to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners. (See "BOOK-ENTRY-ONLY SYSTEM" herein.)

*\* Preliminary, subject to change. See Maturity Schedule.*

Tax Status:	<p>Bond Counsel are of the opinion that Owners of the Tax Credit Certificates, whether held as Tax Credit Strips or as part of the Bonds, as of the applicable credit allowance date (as defined in Section 54A of the Code) are entitled, subject to the limitations of Code Section 54A, to a federal income tax credit for such taxable year. The amount of the tax credit will be treated as interest for federal tax purposes and will be included in gross income for all Owners of Tax Credit Certificates, whether held as Tax Credit Strips or as part of the Bonds, in accordance with each Owner's tax status. Under current Wisconsin income and franchise tax laws, the Owners of the Tax Credit Certificates, whether held as Tax Credit Strips or as part of the Bonds, (i) will not be entitled to a credit against their Wisconsin income or franchise tax liability, and (ii) will not be required to include the amount of any federal tax credit in gross income as interest for Wisconsin income or franchise tax purposes. (See "TAX MATTERS" herein).</p> <p>In the opinion of Katten Muchin Rosenman LLP, and of Hurtado, S.C., Bond Counsel, under existing law interest, if any, on the Bonds is included in gross income for federal tax purposes. The interest, if any, on the Bonds is not exempt from present Wisconsin income or franchise taxes. (See "TAX MATTERS" herein).</p>		
Redemption Feature:	<p>The Bonds are not subject to optional redemption or mandatory sinking fund redemption; however, the Bonds are subject to extraordinary mandatory redemption prior to maturity. (See "THE BONDS – REDEMPTION" herein).</p>		
Official Statement:	<p>The City will provide the original purchaser of the Bonds with up to 100 copies of this Official Statement within seven business days following the award of the Bonds.</p>		
Professionals:	Bond Counsel:	<p>Katten Muchin Rosenman LLP Chicago, Illinois</p> <p>Hurtado, S.C. Wauwatosa, Wisconsin</p>	
	Disclosure Counsel:	<p>Hurtado, S.C. Wauwatosa, Wisconsin</p>	
	Financial Advisor:	<p>Robert W. Baird &amp; Co. Milwaukee, Wisconsin</p>	
	Fiscal Agent/Trustee:	<p>To Be Determined</p> <p>_____, _____</p>	
Delivery:	<p>Delivery of the Bonds will be on or about December 22, 2009 at the expense of the City, through the facilities of The Depository Trust Company, New York, New York.</p>		
Reoffering:	<p>The public reoffering price(s) or yield(s) of the Bonds are set forth on the inside front cover page of the Final Official Statement.</p>		
Continuing Disclosure Certificate:	<p>In order to assist bidders in complying with the continuing disclosure requirements of SEC Rule 15c2-12 (the "Rule") and as part of the City's contractual obligation arising from its acceptance of the successful bidder's proposal, at the time of the delivery of the Bonds the City will provide an executed copy of its Continuing Disclosure Certificate. (See "CONTINUING DISCLOSURE" herein).</p>		

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

## DESCRIPTION OF THE BONDS

### AUTHORITY AND PURPOSE

The Common Council of the City has authorized the issuance and sale of the Bonds for various school construction projects, by the adoption of resolutions on **October 13, 2009 and December 1, 2009** in accordance with the provisions of Chapters 67 of the Wisconsin Statutes.

The Bonds will be general obligations of the City for which its full faith and credit and taxing powers are pledged which taxes may, under current law, be levied without limitation as to rate or amount. **\_\_\_\_\_**, will act as fiscal agent, registrar and transfer agent for the Bonds (the "Fiscal Agent"). The Bonds will be issued in fully registered form only, without coupons, coming due as a single maturity on **December 15, 2026\***.

The City has designated the Bonds as "qualified school construction bonds" within the meaning of Section 54F of the Code. Interest, if any, on the Bonds, will be payable quarterly on March 15, June 15, September 15, and December 15 of each year, commencing on **March 15, 2010** to the registered owners of the Bonds appearing of record in the bond register as of the close of business on the last day (whether or not a business day) of the immediately preceding month.

### SECURITY FOR THE BONDS

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

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

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

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

### STATUTORY BORROWING LIMITATION

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

### PAYMENT OF THE BONDS

The principal amount of the Bonds matures on **December 15, 2026\***. Principal of the Bonds is payable when due upon surrender of the Bonds (or, if stripped, the Principal Strips) at the office of the Fiscal Agent, who is acting under authority of a Fiscal Agency Agreement, dated as of **December 22, 2009** (the "Fiscal Agency Agreement"), by and between the City and the \_\_\_\_\_. (the "Fiscal Agent"), as set forth in Appendix D - "FISCAL AGENCY AGREEMENT". Interest, if any, on the Bonds, will be payable quarterly on March 15, June 15, September 15, and December 15 of each year, commencing on **March 15, 2010** to the registered owners of the Bonds appearing of record in the bond register as of the close of business on the last day (whether or not a business day) of the immediately preceding month. Interest will be computed upon the basis of a 360-day year of twelve 30-day months. The registered owner of the bond will initially be Cede & Co., as nominee of The Depository Trust Company, New York, New York. (See "BOOK ENTRY ONLY SYSTEM", herein).

*\* Preliminary, subject to change. See Maturity Schedule.*

## TAX CREDITS

Owners of the Tax Credit Certificates, whether held as Tax Credit Strips or as a part of the Bonds, on one or more credit allowance dates, being each March 15, June 15, September 15, and December 15 following the date of issuance of the Bonds, and the last day on which the Bonds are outstanding ("Tax Credit Allowance Dates") will be entitled, subject to the limitations of Section 54A of the Code, to federal income tax credits ("Tax Credits") in an amount equal to the sum of the credits determined under Section 54A(b) of the Code with respect to such dates. See "TAX MATTERS" see also "Certain Investor Considerations Regarding Bonds."

Section 54A(b)(1) and (2) of the Code provide that the amount of the Tax Credits determined with respect to any credit allowance date is 25% of the annual credit amount, which is calculated by multiplying the credit rate by the outstanding face amount of the related Bonds. The credit rate for the Bonds is \_\_\_\_%, which is the applicable rate published by the Secretary of the Treasury as of the date on which there was a binding, written contract for the sale of the Bonds. The Tax Credit allowed for the first credit allowance date of \_\_\_\_\_, is the ratable portion of the tax credit otherwise allowed on such date based on an initial issuance date of December 22, 2009. If a Bond or, if stripped, a Tax Credit Strip is redeemed on a date other than a credit allowance date, the amount of the associated Tax Credit will be the ratable portion of the tax credit otherwise allowed based on the redemption date.

## TRANSFER OF TAX CREDITS

The Bonds are being issued in a manner that allows for the separation (or "stripping") of the component of each such Bond relating to the Tax Credits ("Tax Credit Component") from the component of each such Bond for which the owner is entitled to receive principal payment with respect to the Bonds ("Principal Component") of the Bonds. Subject to the disclosure in "STRIPPING REGULATIONS NOT YET PROMULGATED", at any time, an owner of the Bonds may, by written request to the Fiscal Agent in the form provided in the Fiscal Agency Agreement, direct the Fiscal Agent to strip the Tax Credit Component for such Bonds. The City is entering into the Fiscal Agency Agreement to provide a mechanism for the stripping of the Tax Credit Component from the Principal Component of the Bonds and for the registration, transfer and exchange of the Tax Credit Strips. See "Appendix D – Fiscal Agency Agreement", Section 803; see also "Certain Investor Considerations Regarding Bonds."

## STRIPPING REGULATIONS NOT YET PROMULGATED

The Code provides that any stripping of the tax credit component from the principal component of a tax credit bond shall be done pursuant to regulations prescribed by the Secretary of the Treasury. No such regulations have yet been promulgated. It is anticipated that the IRS may promulgate regulations related to qualified school construction bonds in the near future, but the timing and terms cannot be predicted. For purposes of discussing tax credit stripping herein, it is assumed that such regulations will be promulgated and that the stripping will be in compliance with such regulations and the terms of the Award Resolution and the Fiscal Agency Agreement. The City and the Fiscal Agent may amend the Fiscal Agency Agreement after the issuance of the Bonds without the consent of the owners of the Bonds for purpose of conforming the Fiscal Agency Agreement to any guidance or regulations promulgated by the IRS or the Treasury Department regarding qualified school construction bonds.

The City will use its best efforts to amend the stripping provisions to be in compliance with the IRS Rules and the City's program. Since the rules have not yet been issued, the City cannot provide any assurance that stripping provisions can be provided that are in compliance with the IRS rules, State Law, and the City's program. Problems in providing a compliant program could include reporting requirements that the City, the Fiscal Agent, or DTC are not able to perform at a reasonable cost.

WHILE A BOND OWNER MAY STRIP THE BONDS PRIOR TO THE ISSUANCE IRS REGULATIONS AND MODIFICATION OF THE STRIPPING PROGRAM, THE BOND OWNER WILL DO SO AT THEIR OWN RISK. SUCH RISK INCLUDES THE POTENTIAL LOSS OF THE TAX CREDITS. LOSS OF TAX CREDITS DUE TO STRIPPING IS NOT CONSIDERED AN ACCOUNTABLE EVENT OF LOSS OF QUALIFIED SCHOOL CONSTRUCTION BOND STATUS. THE CITY ADVISES THE BOND OWNERS NOT TO STRIP PRIOR TO THE ISSUANCE OF THE STRIPPING REGULATIONS AND THE CITY'S MODIFICATION OF THE STRIPPING PROGRAM

## REGISTRATION, TRANSFER AND EXCHANGE

The Bonds, the Principal Strip Certificates and the Tax Credit Certificates will be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for such obligations. Purchases under the DTC system must be made

by or through a DTC participant, and ownership interest in Bonds, Principal Strip Certificates and Tax Credit Certificates, or any transfer thereof will be recorded as entries on the books of said participants. Registered ownership of such obligations or any portion thereof, may not thereafter be transferred, except as provided in the Fiscal Agency Agreement. Owners will not receive physical certificates representing their ownership interests in the Bonds, Principal Strip Certificates or Tax Credit Certificates, except in the event that use of the book-entry system is discontinued. So long as the Tax Credit Certificates are registered in the name of Cede & Co. or its registered assigns, the process by which stripping occurs and the form of the request to strip may be modified to conform to procedures established by DTC so as to permit the registration and transfer of the Principal Strip Certificates and Tax Credit Certificates in the book-entry records of DTC, including, but not limited to, modifications to accommodate the assignment of separate CUSIP numbers to the Principal Strip Certificates and the Tax Credit Certificates for each Credit Allowance Date on the date the Bonds are executed and delivered or when the stripping occurs. Upon a discontinuance of the book-entry-only system with DTC, the City may in its discretion attempt to establish a securities depository / book-entry-only relationship with another qualified securities depository.

#### REDEMPTION

##### ***No Optional Redemption or Mandatory Sinking Fund Redemption.***

The Bonds are not subject to optional redemption or mandatory sinking fund redemption prior to their stated maturity.

##### ***Extraordinary Mandatory Redemption from Unexpended Proceeds of the Bonds***

The Bonds are subject to extraordinary redemption, as a whole or in part, and if in part pro-rata, at a price fixed under the Fiscal Agency Agreement, to the extent that less than 100% of the available project proceeds of the Bonds (which equals the excess of the proceeds from the sale of the Bonds over allowable issuance costs financed by the Bonds (to the extent such costs do not exceed 2% of such proceeds), and the proceeds from investments of such excess (“Unexpended Proceeds”) are not expended for qualified purposes by the end of the three-year expenditure period beginning on the date of issuance of the Bonds (or, if an extension has been granted, then by the close of the extended period). Such redemption shall occur on a March 15, June 15, September 15, or December 15 within 90 days of the end of such three-year period or extended period. If the Tax Credit Component has been stripped from the Principal Component of the Bonds, the Tax Credit Certificates related to the redeemed Principal Strip Certificates will be called for redemption in the same manner as the Bonds as described above, and the redemption price therefore will be allocated to the Principal Strips and the Tax Credit Strips as provided for in the Fiscal Agency Agreement. See “Appendix D – Fiscal Agency Agreement”, Article IV, particularly Section 402, and Section 804.

**If any of the Bonds are called for extraordinary mandatory redemption, the associated Tax Credits will expire on the date the associated Bonds are so redeemed.**

#### REDEMPTION AND NOTICE OF REDEMPTION

Pro-rata redemption and notification procedures are provided for in Article IV of the Fiscal Agency Agreement (See “Appendix D – Fiscal Agency Agreement”). While the City will select Bonds for redemption on a pro-rata basis, and will inform DTC of the pro-rata selection method, the City cannot provide any assurance that DTC’s method of allocating redemptions among Direct Participants, Direct Participants allocation of redemptions among Indirect Participants, and Direct and Indirect Participant’s allocation of redemptions among Beneficial Owners will be pro-rata.



MANDATORY SINKING FUND DEPOSITS

Although the Bonds are not subject to mandatory sinking fund redemption, the City has covenanted to set aside deposits in the following annual amounts, by December 15 of each of the following years, into a sinking fund account to be held by the Fiscal Agent and applied to the payment of the principal amount of the Bonds at maturity. Sinking fund deposits will begin by 2014 and will be in substantially equal, annual amounts until maturity based on the maximum permitted maturity date.

<u>December 15</u>	<u>Mandatory Sinking Fund Deposit</u>
2013	\$ ____
2014	\$ ____
2015	\$ ____
2016	\$ ____
2017	\$ ____
2018	\$ ____
2019	\$ ____
2020	\$ ____
2021	\$ ____
2022	\$ ____
2023	\$ ____
2024	\$ ____
2025	\$ ____

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

DEFEASANCE

Section 1101 – Defeasance, of the Fiscal Agency Agreement (see “Appendix D – Fiscal Agency Agreement) provides for defeasance of the Bonds. For the benefit of Tax Credit holders, the ability of the City to defease Bonds is limited by Section 706 – Limitations on Legal Defeasance. Upon defeasance, the obligation, lien, pledges, covenants, and agreements of the City shall be fully discharged and satisfied as to any Bond and such Bond shall no longer be deemed to be Outstanding,

LOSS OF QUALIFIED SCHOOL CONSTRUCTION BOND STATUS

In the event of Determination of Loss of Qualified School Construction Bond Status, or upon the City’s election to convert the Bonds to interest bearing bonds in connection with the Bond defeasance, the Bonds shall be converted to an interest bearing coupon (“Additional Interest”) at the same rate and payment dates as the Tax Credit. Provided, however, that the Tax Credit payment date(s) between the Date of Loss of Qualified School Construction Bond Status and the first March 15<sup>th</sup> after the first October 1<sup>st</sup> after such loss date, shall be fixed at of March 15 in the year after the first October 1 after such loss date. See “Appendix D – Fiscal Agency Agreement”, section 806.

As used above, the following terms have the following meanings:

"Determination of Loss of Qualified School Construction Bond Status" means (a) a final determination by the Internal Revenue Service (after the City has exhausted all administrative and judicial appeal remedies) determining that an Accountable Event of Loss of Qualified School Construction Bond Status has occurred and specifying the Date of Loss of Qualified School Construction Bond Status, or (b) a non-appealable holding by a court of competent jurisdiction holding that an Accountable Event of Loss of Qualified School Construction Bond Status has occurred and specifying the Date of Loss of Qualified School Construction Bond Status.

"Accountable Event of Loss of Qualified School Construction Bond Status" means (a) any act or any failure to act on the part of the City, constituting a breach of a covenant or agreement of the City contained in the Fiscal Agency Agreement, the Tax Agreement, dated as of the closing date and executed by the City in connection with the issuance of the Bonds (the "Tax Agreement"), which causes the Bonds to lose their status, or fail to qualify, as "qualified school construction bonds" under section 54F of the IRS Code, or (b) the making by the City of any representation contained in the Fiscal Agency Agreement, the Tax Agreement or the Bonds, which representation was untrue when made and the untruth of which representation at such time causes the Bonds to lose their status, or fail to qualify, as such "qualified school construction bonds".

ACCOUNTABLE EVENT OF LOSS OF QUALIFIED SCHOOL CONSTRUCTION BOND STATUS DOES NOT INCLUDE LOSS OF TAX CREDITS DUE TO STRIPPING OF THE BONDS.

"Date of Loss of Qualified School Construction Bond Status" means the date specified in a Determination of Loss of Qualified School Construction Bond Status as the date from and after which the Bonds lose their status, or fail to qualify, as qualified school construction bonds as a result of an Accountable Event of Loss of Qualified School Construction Bond Status, which date could be as early as the date of issuance of the Bonds.

### **CERTAIN INVESTOR CONSIDERATIONS REGARDING THE BONDS**

The federal tax law provisions providing for the issuance of "qualified school construction bonds" were created as part of the American Recovery and Reinvestment Act of 2009 (the "Recovery Act"). There is currently no secondary market for qualified school construction bonds, such as the Bonds, or the tax credits associated with such bonds. There can be no assurance that a secondary market will develop, or if a secondary market does develop, that it will provide Owners with liquidity or continue for the full term of the Bonds. The mechanics of transfer and registration of the Bonds and, if stripped, the Principal Strips and Tax Credit Strips, and the developing nature of their treatment under relevant federal tax law may further limit liquidity. Further, illiquid obligations such as the Bonds generally exhibit greater price volatility than traditional municipal bonds.

The Tax Credits are not refundable tax credits; if an Owner of a Tax Credit Certificate, whether held as a Tax Credit Strip or as a part of the Bonds, has gross income tax liability for a given year less than the amount of Tax Credits to which the Owner is entitled for that year, then the Owner would be required to carry forward any excess tax credit to subsequent tax years. See "FEDERAL TAX CREDITS" below.

The Tax Credits to which an Owner is entitled on each March 15, June 15, September 15, and December 15 beginning March 15, 2010 and until the maturity or redemption date ("Tax Credit Allowance Date") are not transferable after such Tax Credit Allowance Date. Potential investors should be aware that to the extent that such investor is not a potential taxpayer (either now or in the future) and owns a Tax Credit Certificate, whether held as a Tax Credit Strip or as a part of the Bonds, on a Tax Credit Allowance Date, the Tax Credit cannot be utilized. Moreover, there can be no assurance that such an investor will be able to sell such obligation prior to the Tax Credit Allowance Date, in particular in light of the lack of liquidity for such obligations as described above.

The City is entering into a Fiscal Agency Agreement that provides a mechanism for the stripping of the Tax Credit Component from the Principal Component of the Bonds, and for the registration, transfer and exchange of the Tax Credit Strips. The nature of the practices surrounding those activities are still developing. As a result, it may be necessary following the date of delivery of the Bonds for the City and the Fiscal Agent to make adjustments to the provisions set forth in the Fiscal Agency Agreement or otherwise described herein, in particular if and as the Internal Revenue Service provides additional guidance with respect to tax credit bonds such as the Bonds and the stripping of the tax credit component of such Bonds. No assurance can be provided that the City can make the necessary adjustments to conform the stripping program to the IRS rules adopted after the date of issuance of the Bonds.

Under certain circumstances, in the event of a Determination of Loss of Qualified School Construction Bond Status, the City has agreed to convert the Tax Credits into a coupon at the Tax Credit rate, as further provided under the Fiscal Agency Agreement. (See "LOSS OF QUALIFIED SCHOOL CONSTRUCTION BOND STATUS," herein).

### **INVESTMENT POLICIES OF THE CITY**

The City may invest any of its funds not immediately needed in accordance with Section 66.0603 of the Wisconsin Statutes. The City, through Common Council Resolution 930358, adopted July 6, 1993, has instructed the City Treasurer to invest City funds, including Milwaukee Public Schools (MPS) funds, in: (a) Certificates of Time Deposit at approved public depositories limited to the equity capital or net worth of the financial institution with collateralization required when total deposits at any institution exceed \$500,000; (b) Repurchase Agreements with public depository institutions; (c) the State of Wisconsin Local

Government Investment Pool; (d) U.S. Treasury and Agency instruments and (e) commercial paper which has a rating in the highest or second highest rating category assigned by Standard & Poor's Ratings Group, Moody's Investors Service, Inc., or some other similar nationally recognized rating agency.

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

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

The LGIP is a local option City depository. The City utilizes the LGIP in a manner similar to a "money market" account. When other investment options provide more favorable results, such options are utilized. As of December 31, 2008, the City had approximately 21.24% (\$124,477,448) of its and MPS's investments deposited in the LGIP.

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

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

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

## **THE CITY**

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

#### **GENERAL**

The City is located on the western shore of Lake Michigan in southeastern Wisconsin. The City is the hub of the metropolitan area and a thriving place to live and work. The City is Wisconsin's largest city with a population of approximately 590,870 and is the principal trade, service and financial center of southeastern Wisconsin. The surrounding Standard Consolidated Metropolitan Statistical Area ("SCMSA") consisting of Milwaukee, Waukesha, Washington, Ozaukee, and Racine Counties, has a population of nearly 1.6 million. This SCMSA is the 24<sup>th</sup> largest metropolitan area in the United States of America.

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

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

#### **ELECTED OFFICIALS**

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

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

**CITY OFFICIALS**  
**As of April 15, 2008**  
(initial year in office follows name)

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

**COMMON COUNCIL**

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

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

**PUBLIC SERVICES AND FACILITIES**

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

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

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

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

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

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

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

#### EMPLOYEE RELATIONS

Approximately 6,070 of the City's full-time employees are members of nineteen different bargaining units represented by unions. Thirteen labor agreements expired on December 31, 2006. Five labor agreements covering over 3,000 employees are in place through December 31, 2009, and one labor agreement covering over 2,000 employees is in place through December 31, 2011.

## GENERAL, DEMOGRAPHIC AND ECONOMIC INFORMATION

### GENERAL

The City, with a 2009 population of 584,000 (preliminary estimate), represents approximately 40% of the population of the greater metropolitan area. Based on the last U.S. Census, population in the four county retail trade area surrounding the City is 1,512,400 and represents 28% of the population of the State of Wisconsin. Over 74% of metropolitan Milwaukee's population is comprised of residents within the working ages of 18 and older. 48% of the Milwaukee SCMSA (Milwaukee, Washington, Waukesha and Ozaukee Counties) residents are under the age of 35.

### CITY OF MILWAUKEE SELECTED ECONOMIC DATA

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

*\*Preliminary estimate.*

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

## BUILDING PERMITS

Another indicator of economic growth is the activity in the building industry. The following table indicates building permit activity during the period 2003 through December 2008.

### General Total

<u>Year</u>	<u>Value</u>	<u>Permits Issued</u>
2003	\$334,954,154	2,884
2004	294,811,125	2,784
2005	529,251,733	2,599
2006	424,763,947	2,655
2007	336,748,300	2,405
2008	249,992,533	2,067

### Residential Building

<u>Year</u>	<u>Single Family</u>		<u>Multi-Family</u>		<u>Total</u>		<u>Permits Issued</u>
	<u>Value</u>	<u># Of Units</u>	<u>Value</u>	<u># Of Units</u>	<u>Value</u>	<u># Of Units</u>	
2003	\$20,069,077	159	\$91,792,191	666	\$111,861,268	825	187
2004	29,896,986	194	48,346,002	553	78,242,988	747	244
2005	33,751,976	193	113,713,239	500	147,465,215	693	231
2006	25,146,380	162	95,804,142	519	120,950,522	681	189
2007	24,940,117	160	123,505,408	677	148,445,525	837	187
2008	15,632,811	90	63,975,007	509	79,607,818	599	104

### Commercial Building

<u>Year</u>	<u>Value</u>	<u>Permits Issued</u>
2003	\$61,824,799	96
2004	63,485,441	89
2005	166,425,515	106
2006	134,084,138	113
2007	82,501,318	105
2008	59,502,236	74

### Public Building

<u>Year</u>	<u>Value</u>	<u>Permits Issued</u>
2003	\$54,241,508	202
2004	34,176,914	95
2005	51,889,921	49
2006	38,009,733	243
2007	19,791,921	140
2008	9,107,611	85

### Alterations and Additions

<u>Year</u>	<u>Value</u>	<u>Permits Issued</u>
2003	\$107,026,579	2,399
2004	118,905,782	2,356
2005	163,471,082	2,213
2006	131,719,554	2,110
2007	86,009,536	1,973
2008	101,774,868	1,804

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

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

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

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

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



## EMPLOYMENT AND INDUSTRY

During 2008, the City's unemployment rate averaged approximately 7.2%. Presented below are unemployment rates for the City, as compared to the State of Wisconsin and the United States for the period 2004 through December 2008. The information below reflects revisions, corrections, and new inputs from the 2000 census, including the application of the changes to the prior years shown. For further information on the changes, please contact the U.S. Bureau of Labor Statistics, or visit their website at <http://www.bls.gov>.

### ANNUAL UNEMPLOYMENT RATES (Not Seasonally Adjusted)

<u>Year</u>	<u>City of Milwaukee</u>	<u>Milwaukee - Waukesha Metropolitan Area</u>	<u>State of Wisconsin</u>	<u>United States</u>
2008	6.6%	4.8%	4.7%	5.8%
2007	7.2	5.1	4.9	4.6
2006	7.0	4.9	4.7	4.6
2005	7.2	5.0	4.8	5.1
2004	7.8	5.4	5.0	5.5

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

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

<u>Month</u>	<u>City of Milwaukee</u>	<u>Milwaukee - Waukesha Metropolitan Area</u>	<u>State of Wisconsin</u>	<u>United States</u>
September 2009	11.0% <sup>(1)</sup>	8.5% <sup>(1)</sup>	7.7% <sup>(1)</sup>	9.5%

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

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

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

# **TEN LARGEST TAXPAYERS WITH 2008 ASSESSED VALUATIONS**

US Bank Corporation	\$256,738,190
Northwestern Mutual Life Ins.	\$203,882,060
Marcus Corp/Milw City Center/Pfister	\$125,713,250
Metropolitan Associates	\$101,764,920
NNN 411 East Wisconsin LLC	\$94,840,000
Crichton-Hauck/Shoreline/Juneau Village	\$92,662,300
Towne Realty	\$85,806,400
M & I Marshall & Ilsley Bank	\$84,574,980
100 E. Wisconsin Ave Joint Venture	\$73,121,560
Geneva Exchange Fund	\$69,755,000

Source: City of Milwaukee, Assessor's Office January 2009.

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## DEBT STRUCTURE

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

### LEGAL DEBT LIMITATIONS

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

### DEBT MARGIN (Includes the Bonds)

Equalized Value of Taxable Property in the City	\$32,257,525,000
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#### Legal Debt Limitation for City Borrowing

5% of Equalized Value	\$1,612,876,250
-----------------------	-----------------

General Obligation Debt Outstanding subject to 5% Limit as of 12/17/09	\$721,900,000 <sup>(1)</sup>	
Plus: GO QSCB	48,000,000 *	
Less: Provision for current year maturities	—	
Net General Obligation Debt Outstanding subject to the 5% Limit as of 12/17/09		\$769,900,000*

Total Debt Margin for City Borrowing (in Dollars)	\$842,976,250*
---	----------------

(As a percentage)	52.3%*
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#### Legal Debt Limitation for School Purpose Borrowing

2% of Equalized Value	\$645,150,500
-----------------------	---------------

General Obligation Debt Outstanding subject to 2% Limit as of 12/17/09	\$14,774,150	
Less: Provision for current year maturities	—	
Net General Obligation Debt Outstanding subject to the 2% Limit as of 12/17/09		\$14,774,150

Total Debt Margin for School Purpose Borrowing (in Dollars)	\$630,376,350
---	---------------

(As a percentage)	97.7%
-------------------	-------

<sup>(1)</sup> Excludes New Commercial Paper debt that may be issued after November 1, 2009. See "Future Financing"

\* Preliminary, subject to change.

## DEBT REFUNDED

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

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

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

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

### ANALYSIS OF GENERAL OBLIGATION DEBT OUTSTANDING AS OF DECEMBER 17, 2009 <sup>(1)</sup>

Public Buildings	\$164,317,596
Tax Increment Districts	164,106,197
Schools (5% City Borrowing)	81,445,988
Schools (2% School Purpose Borrowing)	14,774,150
Streets	77,963,434
Sewers	42,765,943
Finance Real & Personal Property Tax Rec	40,507,966
Police	33,782,665
Fire	18,772,357
Blight Elimination/Urban Renewal	17,775,119
Water	15,285,149
Bridges	15,137,578
Local Improvement Projects/Special Ass	12,993,529
Parking	11,615,604
Playground/Rec Facilities	8,194,391
Library	7,620,907
Municipal Expenses	6,573,040
Harbor	2,735,045
Grant & Aid Improvements City Share	239,004
Economic Development	29,192
Industrial Land Bank	20,467
Milwaukee Exposition and Conv Center	9,621
Resource Recovery	6,652
Lakefront Development	<u>2,556</u>
Total	<u>\$736,674,150</u> <sup>(1)</sup>

<sup>(1)</sup> Excludes New Commercial Paper debt that may be issued after November 1, 2009  
See "Future Financing"

### GENERAL OBLIGATION DEBT SERVICE REQUIREMENTS

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

Year	Total G.O. Debt Service as of 12/31/2009 <sup>(1)(2)</sup>	Series 2009 M6		Total Requirements After Issuance
		Sinking Fund*	Interest <sup>(3)</sup>	
2010	\$148,236,243		\$480,000	\$148,716,243
2011	112,824,007	\$0	480,000	113,304,007
2012	98,469,855	0	480,000	98,949,855
2013	90,073,491	3,428,571	480,000	93,982,062
2014	83,526,568	3,428,571	480,000	87,435,139
2015	75,243,216	3,428,571	480,000	79,151,787
2016	68,085,110	3,428,571	480,000	71,993,681
2017	60,113,736	3,428,571	480,000	64,022,307
2018	79,880,372	3,428,571	480,000	83,788,943
2019	41,046,694	3,428,571	480,000	44,955,265
2020	33,715,662	3,428,571	480,000	37,624,233
2021	32,297,255	3,428,571	480,000	36,205,826
2022	24,303,129	3,428,571	480,000	28,211,700
2023	19,658,090	3,428,571	480,000	23,566,661
2024	9,509,105	3,428,571	480,000	13,417,676
2025	4,690,492	3,428,571	480,000	8,599,063
2026	0	3,428,577	480,000	3,908,577
	<u>\$981,673,026</u>	<u>\$48,000,000</u>	<u>\$8,160,000</u>	<u>\$1,037,833,026</u>

<sup>(1)</sup> Assumes the maximum interest rate of 12.0% on \$127,600,000 of variable rate debt (the tax levy requirement).

<sup>(2)</sup> Excludes New Commercial Paper debt that may be issued after November 1, 2009. See "Future Financing".

<sup>(3)</sup> Assumes a supplemental coupon rate of 1.00% on the 2009 M6

\* Preliminary, subject to change.

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

Year 12/31	Total G.O. Debt	Self-Sustaining G.O. Debt	Levy Supported G.O. Debt
2004	\$672,642	\$196,549	\$476,093
2005	710,409	245,016	465,394
2006	797,462	268,901	528,561
2007	747,298	294,952	452,346
2008	788,579	291,317	497,262

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

Year 12/31	TID Program	Parking Program	Special Assessments	Delinquent Taxes <sup>(1)</sup>	Water	Sewer <sup>(2)</sup>	Total Self-Sustaining
2004	\$98,051	\$16,613	\$22,824	\$26,260	\$32,801	\$0	\$196,549
2005	118,997	13,953	20,428	26,323	27,949	37,366	245,016
2006	146,232	12,747	18,449	27,070	23,257	41,146	268,901
2007	143,886	11,733	16,458	28,320	19,895	74,661	294,952
2008	165,217	10,743	14,631	34,136	17,049	49,541	291,317

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

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

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

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

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

Year 12/31	Population <sup>(1)</sup>	Net Equalized Valuation	Assessed Valuation	Total GO Debt	GO Debt /Net EV	GO Debt /AV	GO Debt /capita
2004	593,920	\$23,491,773,700	\$22,772,419,500	\$672,642,303	2.86%	2.95%	\$1,133
2005	592,765	26,256,713,800	25,222,149,174	710,409,475	2.71	2.82	1,198
2006	590,370	30,226,985,500	28,354,951,841	797,462,085	2.64	2.81	1,351
2007	590,190	31,887,192,100	29,374,372,962	747,298,112	2.34	2.54	1,266
2008	590,870	32,257,525,000	30,431,675,204	788,579,150	2.44	2.59	1,335

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

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

Year 12/31	PDAF Unsegregated Balance	GO Debt /Net EV	GO Debt /capita
2004	\$45,042,456	2.67%	\$1,057
2005	46,513,313	2.53	1,120
2006	48,727,784	2.48	1,268
2007	50,824,739	2.18	1,180
2008	50,916,679	2.29	1,248

**COMPUTATION OF NET DIRECT AND OVERLAPPING DEBT  
DECEMBER 17, 2009**

<u>Governmental Unit</u>	<u>Debt Outstanding As of December 17, 2009</u>	<u>Approximate Percentage Applicable</u>	<u>Milwaukee's Share of Debt As of December 17, 2009</u>
City of Milwaukee <sup>(1)</sup>	\$807,074,150	100.00%	\$807,074,150
Area Board of Vocational, Technical and Adult Education, District No. 9	105,475,000	38.49	40,597,328
County of Milwaukee <sup>(2)</sup>	730,205,554	46.78	341,590,158
Milwaukee Metropolitan Sewerage District <sup>(3)</sup>	845,055,827	50.21	424,302,531
<b>TOTAL NET DIRECT AND OVERLAPPING DEBT</b>	<b>\$2,487,810,531</b>		<b>\$1,613,564,166</b>

<sup>(1)</sup> Includes \$87,772,462 general obligation debt outstanding, which financed Milwaukee Public Schools improvements. Does not include the new issue, nor Commercial Paper debt issued after November 1, 2009.

<sup>(2)</sup> Includes new issues of \$30,365,000 (estimate) Taxable General Obligation Corporate Purpose Bonds, Series 2009E (Build America Bonds-Bonds Payment) and \$15,610,000 (estimate) General Obligation Promissory Notes, Series 2009F as of December 1, 2009.

<sup>(3)</sup> Includes approximately \$625,310,823 of low interest loans from the State of Wisconsin Clean Water Fund, supported by the full faith and credit of the MMSD. This figure is net of 2009 principal payments.

#### FUTURE FINANCING

As of November 1, 2009, the City has \$437,654,666 authorized unissued general obligation debt, for various corporate and capital improvement purposes, which can be issued at any time. In addition, the City has authorized unissued revenue anticipation borrowing that it does not intend to issue.

The authorized unissued general obligation debt includes \$89 million for sewer purposes. The City intends to borrow as much as possible of that amount from the State of Wisconsin Clean Water Fund program on a revenue bond basis. The borrowings from the Clean Water Fund program are not general obligation debt, but will be secured by revenues of the City's Sewerage System.

The 2010 Budget of the City includes approximately \$150,000,000 of new authorizations for general obligation debt. The 2010 budget also contains \$400,000,000 for revenue anticipation borrowing for cashflow purposes, some of which may be issued on a general obligation basis.

Before the end of the year, the City intends to borrow \$50,000,000 or more through the City's Commercial Paper program to temporarily finance capital expenditures. In January, 2010, the City intends to issue long term debt for new money purposes and to provide permanent financing for most of the City's outstanding commercial paper. The January, 2010 financing could be \$100,000,000 or more.

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



## COMMERCIAL PAPER PROGRAM

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

The CP Notes may be issued at any time for any purpose, including the purposes described in Future Financing above. The primary purpose of the CP Notes program is to provide interim financing for expenditures pending the City's next long-term financing. As of November 1, 2009, the City had \$32,000,000 of Series C2 Notes and \$3,000,000 of Series T4 Notes outstanding. The City has the ability to issue \$90,000,000 of CP Notes.

## AUCTION RATE AND OTHER VARIABLE RATE EXPOSURE

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

In 2003, the Redevelopment Authority of the City of Milwaukee, on behalf of the Milwaukee Public Schools ("MPS"), issued \$130,850,000 of Taxable Pension Funding Bonds, 2003 Series D in Auction Rate Mode and insured by MBIA. In 2005, the 2003 Series D bonds were converted to Index Bonds (IB) whose interest rate is reset monthly to 1-month LIBOR + 25 basis points. The IB bondholders do not have an option to put the bonds. The 2003 Series D bonds also have an interest rate swap that pays MPS 1-month LIBOR + 20 basis points in exchange for a fixed rate of 5.56% paid by MPS, effectively converting the IB to a fixed rate with no basis risk. \$70,850,000 of the interest rate swaps were with Lehman Brothers Special Financing Inc. (LBSF), which filed for bankruptcy in September, 2008. As of 11/1/2009, the interest rate swaps with LBSF had a theoretical market value to MPS of \$-14.7 million (a negative dollar amount is the amount MPS would owe in the event of an early termination). The City is working with MPS to replace the interest rate swaps with LBSF.

## REVENUE BONDING

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

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

Sewerage System Revenue Bonds — In 2001, the City created the Sewerage System with the issuance of \$29,095,000 of Sewerage System Revenue Bonds, and in 2003, the City issued an additional \$33,885,000 of Sewerage System Revenue Bonds. As of December 1, 2009, total outstanding Sewerage System Revenue Bonds was \$48,115,000 with a final maturity in 2023.

In 2006, the City created the Sewerage System Second Lien Revenue Bonds for the purpose of borrowing from the State of Wisconsin Clean Water Fund Program. As of December 1, 2009, the City had \$48.0 million outstanding under the program. The City hopes to satisfy as much as possible of its Sewerage System capital needs with borrowings under the Program. (See "FUTURE FINANCING").

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

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

*Housing Authority of the City of Milwaukee* — Most of the Housing Authority bonds and notes are secured by a lien on all revenues of the Housing Authority Low Income Housing Program. The Housing Authority has also issued debt for “stand-alone” projects. The Housing Authority bonds and notes are limited obligations of the Housing Authority and are not a general obligation of the City nor are they guaranteed by the City. As such, they are not backed by the general credit or taxing powers of the City.

Between the period 1983 and December 1, 2008 the Housing Authority issued revenue bonds of approximately \$149 million of which approximately \$10.0 million are still outstanding.

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

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

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

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

As of December 31, 2008, the Redevelopment Authority had outstanding: two bond issues with \$73,375,000 outstanding that have a Moral Obligation Pledge of the City; and \$294,035,122 in seven bond issues for MPS, one secured by a lease, and six secured by loan agreement, with the Milwaukee Board of School Directors (“MBSD”). These bonds do not constitute general obligations of the City, or of MBSD, and shall not constitute or give rise to a charge against the City’s, or MBSD’s, taxing powers. These pledges create only financial obligations of the City, or MBSD, which are subject to annual appropriation. The loan agreement with MBSD includes a pledge of certain state aid payable to MBSD.

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

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

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

## **TAX INCREMENT DISTRICT FINANCING**

Five issues of the Redevelopment Authority and Housing Authority involving over \$60 million in bonds have financed projects located within tax increment districts ("TID") of the City. The City has also financed public improvements and provided grants to the Redevelopment Authority for redevelopment purposes within such districts through the issuance of its general obligation bonds. As of November 1, 2009, \$164,911,197 general obligation bonds for TID purposes was outstanding. Under current law, tax increments received by the City have been calculated based upon the assessed valuation and the applicable tax levy in the TID. The applicable tax levy includes the public school tax levy rate for Milwaukee Public Schools.

The Redevelopment Authority of the City has approximately \$42 million of debt secured by tax increment revenues. One of those issues, in the approximate amount of \$20 million, has the Moral Obligation Pledge of the City. That bond issue is in variable rate mode secured by a Letter of Credit ("LOC"). The LOC expires in May, 2010, and the bank has indicated that it will not be renewing the LOC. RACM and the City are working on alternatives for the financing. The remaining debt is owed to developers of projects within the TID, with no recourse to the City in the event that tax increment revenues are insufficient to repay the obligations. In 1996, the Wisconsin Legislature passed a property tax relief measure which increased the portion of statewide school revenues funded by State equalization aid to two-thirds from approximately one-half of all funds' budgets. The 2008 Assessed Tax Rate for Milwaukee Public Schools is \$9.82 per thousand dollars of assessed value, down from \$15.70 in 1995 (amounts are net of the school state tax credit). As a result, tax increment revenues for certain TIDs received by the City have been, and are expected to continue to be, reduced and therefore have the impact of either increasing the time needed to recover incurred project costs, including future debt service requirements; reducing the funding of active and proposed TIDs; or may require the City to fund TIDs cash flow deficiencies with other City revenues. In connection with the change in the school aid formula, the State Legislature extended the allowable life of all TIDs established before October 1, 1995 from a maximum 23 years to a maximum 27 years to accommodate the lower school property tax rate. Pursuant to 2003 Wisconsin Acts 126, 127, 194 and 231 (enacted in February through April 2004), the allowable life of TIDs created between September 30, 1995 and October 1, 2004 for blight elimination and rehabilitation purposes is 27 years. The maximum lives for TIDs created after September 30, 2004 is 27 years for blighted and rehabilitation TIDs, and 20 years for mixed-use TIDs and industrial TIDs, which, for industrial TIDs represents a reduction from 23 years, though the new law also makes them eligible for a three-year extension. Extensions are available under certain circumstances. In any year in which total TID debt service requirements for the ensuing year are greater than total tax increments received, the shortfall is funded by the City's general property tax levy.

## **FINANCIAL INFORMATION**

### **BUDGETING**

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

## **CITY CAPITAL IMPROVEMENTS PLAN**

The City's 2006-2011 Capital Improvements Plan ("CIP") describes planned capital improvement projects and programs, together with proposed financing. School purpose improvements are financed by the City for the Milwaukee Public Schools, but are not included in the CIP.

The six-year City CIP municipal spending plan totals \$1,132 million. About \$910 million or 80% of planned municipal and school purpose spending is intended to preserve the City's existing infrastructure facilities (streets, sewers, alleys, bridges, etc.). The remaining 20% is for expansion purposes.

Surface transportation accounts for approximately 29% of the CIP, or about \$331 million. 30% (\$334 million) is planned for environmental projects including sewer and water improvements plus forestry and subsurface remediation projects. \$197 million of capital spending (17%) is planned for economic development projects. These projects are mainly Tax Incremental District related or Port of Milwaukee capital improvements. The remaining 24% (\$269 million) is planned for general governmental, health and safety, grant and aid, culture and recreation purposes. All school spending is dedicated to deferred maintenance, repairs and remodeling projects, including \$2 million per year of Americans with Disabilities Act ("ADA") accessibility projects.

The portion of the \$1,132 million six-year CIP to be financed by the property tax levy totals about \$402 million (36%). This in turn is composed of direct tax levy funding of \$29 million (3%) and tax levy supported debt financing of \$373 million (33%). Cash revenues including Federal and State grants, developer financing and other sources, total \$215 million (19%) of planned CIP spending. An additional \$158 million (14%) is to be financed by City debt to be repaid with tax increment and other revenues. The remaining \$301 million (27%) of the municipal purpose CIP is to be financed by self-supported debt issued for special assessments, water, sewer and parking purposes. Of the school purpose borrowing, \$2 million per year is ADA reimbursable debt, and the balance is tax levy supported.

The Adopted 2009 Capital Improvements Budget totals \$234 million compared to a 2008 Budget of \$266 million. Major categories include \$82 million of public works projects (streets, buildings, etc.), \$59 million of water and sewer projects, and \$44 million of economic development projects.

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**ADOPTED BUDGET - COMBINED REVENUES - 2009**

	General	Special Revenue	Debt Service	Capital Projects	Enterprise	Total
<b>Taxes</b>						
Property Tax - General	\$123,740,757	—	\$70,605,810	\$1,764,320	—	\$196,110,887
Provision for Empl Retirement <sup>(1)</sup>	35,888,093	—	—	—	—	35,888,093
Common Council Cont	5,000,000	—	—	—	—	5,000,000
Total Taxes	<u>164,628,850</u>	<u>—</u>	<u>70,605,810</u>	<u>1,764,320</u>	<u>0</u>	<u>236,998,980</u>
<b>Revenues</b>						
Taxes	14,141,000	—	—	—	—	14,141,000
Licenses and Permits	13,137,900	—	—	—	—	13,137,900
Intergovernmental Revenues	272,252,400	78,370,351	—	—	—	350,622,751
Charges for Service	119,484,681	—	—	—	—	119,484,681
Fines and Forfeitures	5,593,000	—	—	—	—	5,593,000
Miscellaneous Revenues	9,344,195	15,000,000	—	—	—	24,344,195
Fringe Benefits <sup>(2)</sup>	22,650,000	—	—	—	—	22,650,000
Parking	18,132,150	—	2,822,454	—	19,533,930	40,488,534
Water Works	—	—	5,139,635	—	73,310,065	78,449,700
Sewer Maintenance Fund	10,097,930	—	10,144,000	—	26,665,700	46,907,630
Retained Earnings	—	—	—	—	51,437,267	51,437,267
Sinking Fund	—	—	169,950,916	—	—	169,950,916
Special Assessments	—	7,142,523	—	150,300	—	7,292,823
Capital Revenue	—	—	—	19,390,000	—	19,390,000
Total Revenues	<u>484,833,256</u>	<u>100,512,874</u>	<u>188,057,005</u>	<u>19,540,300</u>	<u>170,946,962</u>	<u>963,890,397</u>
<b>Tax Stabilization</b>						
Transfer from Reserves	22,378,500	—	—	—	—	22,378,500
<b>Sale of Bonds and Notes</b>						
Bonds and Notes	—	—	—	104,545,359	31,486,000	136,031,359
Grand Total	<u>\$671,840,606</u>	<u>\$100,512,874</u>	<u>\$258,662,815</u>	<u>\$125,849,979</u>	<u>\$202,432,962</u>	<u>\$1,359,299,236</u>

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

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

**ADOPTED BUDGET – COMBINED APPROPRIATIONS – 2009**

	General	Special Revenue	Debt Service	Capital Projects	Enterprise	Total
Administration, Dept of	\$8,850,868	—	—	\$1,656,920	—	\$10,507,788
Assessor's Office	4,539,601	—	—	—	—	4,539,601
City Attorney	7,104,963	—	—	—	—	7,104,963
City Treasurer	2,959,256	—	—	—	—	2,959,256
Common Council - Clerk	8,228,642	—	—	350,000	—	8,578,642
Municipal Court	3,332,482	—	—	683,645	—	4,016,127
Comptroller	5,483,015	—	—	—	—	5,483,015
Dept of City Development	4,408,117	—	—	43,844,614	—	48,252,731
Election Commission	1,315,764	—	—	40,000	—	1,355,764
Employee Relations, Dept of	4,982,399	—	—	—	—	4,982,399
Fire and Police Commission	1,071,067	—	—	150,000	—	1,221,067
Fire Department	104,997,269	—	—	2,807,500	—	107,804,769
Health Department	13,600,881	—	—	864,000	—	14,464,881
Library Board	21,811,023	—	—	4,144,000	—	25,955,023
Mayor's Office	1,279,774	—	—	—	—	1,279,774
Neighborhood Services	14,104,331	—	—	—	—	14,104,331
Police Department	230,576,730	—	—	6,664,000	—	237,240,730
Port of Milwaukee	4,795,011	—	—	1,500,000	—	6,295,011
DPW - Administration	4,890,430	—	—	350,000	—	5,240,430
DPW - Infrastructure	26,390,916	—	—	31,707,300	—	58,098,216
DPW - Operations	72,301,762	—	—	15,263,000	—	87,564,762
Water Works	—	—	5,139,635	—	119,660,840	124,800,475
Sewer Maintenance Fund	10,097,930	—	10,144,000	—	56,106,413	76,348,343
Special Purpose Accounts	165,961,816	—	—	—	—	165,961,816
Pension Funds	68,218,434	—	—	—	—	68,218,434
Debt Service - City	—	—	220,000,242	—	—	220,000,242
Debt Service - Schools	—	—	20,556,484	—	—	20,556,484
Contingency	5,000,000	—	—	—	—	5,000,000
Delinquent Tax Fund	—	15,000,000	—	—	—	15,000,000
Parking	—	—	2,822,454	—	26,665,709	29,488,163
Grant and Aid Fund	—	78,370,351	—	—	—	78,370,351
Special Capital Projects	—	—	—	15,825,000	—	15,825,000
Economic Development	—	7,142,523	—	—	—	7,142,523
Fringe Benefit Offset <sup>(1)</sup>	(124,461,875)	—	—	—	—	(124,461,875)
Grand Total	<u>\$671,840,606</u>	<u>\$100,512,874</u>	<u>\$258,662,815</u>	<u>\$125,849,979</u>	<u>\$202,432,962</u>	<u>\$1,359,299,236</u>

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

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

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

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

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

	Year 2004 For 2005 Purposes	Year 2005 For 2006 Purposes	Year 2006 For 2007 Purposes	Year 2007 For 2008 Purposes	Year 2008 For 2009 Purposes
Real Property					
Residential	\$14,301,661,916	\$16,093,549,640	\$18,211,503,605	\$18,753,914,925	\$19,173,232,823
Industrial (Manufacturing)	733,599,500	721,966,100	740,265,100	726,692,200	772,959,900
Mercantile (Commercial)	6,903,490,064	7,566,086,684	8,498,282,646	8,950,205,395	9,483,547,328
Total Real Property	\$21,938,751,480	\$24,381,602,424	\$27,450,051,351	\$28,430,812,520	\$29,429,740,051
Personal Property	833,668,020	830,118,862	904,900,490	943,560,442	1,001,936,153
Total Assessed Valuations	\$22,772,419,500	\$25,211,721,286	\$28,354,951,841	\$29,374,372,962	\$30,431,676,204
Equalized Valuation as determined by the State Department of Taxation is the basis used in computing the 7% statutory debt limitation of the City of Milwaukee	\$23,491,773,700	\$26,256,713,800	\$30,226,985,500	\$31,887,192,100	\$32,257,525,000
Ratio of Assessed to Equalized Valuation	96.94%	96.02%	93.81%	92.12%	94.34%



**CITY OF MILWAUKEE**  
**ASSESSED TAX RATES**  
**(PER \$1,000 OF ASSESSED VALUATION)**

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Unit of Government					
City Government	\$9.19	\$8.75	\$7.99	\$8.01	\$8.09
Milwaukee Public Schools	9.40	8.79	8.04	8.84	9.82
Milwaukee County	4.91	4.63	4.37	4.41	4.38
Milwaukee Area Technical College	2.00	1.96	1.89	1.92	1.94
Milwaukee Metropolitan Sewerage District	1.59	1.48	1.39	1.39	1.37
Gross Tax Rate Per \$1,000	27.09	25.61	23.68	24.57	25.60
Less: State Tax Credit	(\$1.23)	(\$1.11)	(\$1.27)	(\$1.43)	(\$1.57)
Net Tax Rate	<u>\$25.86</u>	<u>\$24.50</u>	<u>\$22.41</u>	<u>\$23.14</u>	<u>\$24.03</u>

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

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

## **COLLECTION PROCEDURES**

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

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

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

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

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

## **INSURANCE**

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

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## PENSION SYSTEM

### EMPLOYEES' RETIREMENT SYSTEM

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

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

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

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

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

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

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

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

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

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

#### FIREMEN'S ANNUITY AND BENEFIT FUND

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

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

#### POLICEMEN'S ANNUITY AND BENEFIT FUND

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

#### OTHER POST-EMPLOYMENT BENEFITS

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

## MILWAUKEE PUBLIC SCHOOLS

### GENERAL

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

### BORROWING – GENERAL OBLIGATION DEBT

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

### CITY OF MILWAUKEE OUTSTANDING GENERAL OBLIGATION DEBT FOR SCHOOL PURPOSES AS OF DECEMBER 17, 2009

Period Ending	Principal	Interest <sup>(1)</sup>	Total
12/31/2010	\$10,247,216	\$3,900,594	\$14,147,810
12/31/2011	9,857,425	3,394,887	13,252,312
12/31/2012	8,730,443	2,926,371	11,656,814
12/31/2013	8,107,139	2,494,947	10,602,086
12/31/2014	8,623,336	2,915,598	11,538,934
12/31/2015	8,065,878	3,130,979	11,196,856
12/31/2016	9,780,430	2,696,740	12,477,170
12/31/2017	7,863,391	2,962,810	10,826,201
12/31/2018	6,713,637	2,544,622	9,258,260
12/31/2019	6,372,344	3,038,897	9,411,241
12/31/2020	5,512,988	3,168,011	8,680,999
12/31/2021	1,929,814	2,841,335	4,771,149
12/31/2022	2,180,671	3,678,554	5,859,224
12/31/2023	1,965,427	3,511,589	5,477,016
12/31/2024	270,000	6,750	276,750
	\$96,220,138	\$43,212,686	\$139,432,824

<sup>(1)</sup> Compound interest is included in year paid.

## BORROWING-REVENUE BONDS

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

### **Neighborhood Schools Initiative**

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

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

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

**CITY OF MILWAUKEE  
REDEVELOPMENT AUTHORITY REVENUE BONDS  
ANNUAL DEBT SERVICE PAYMENTS AS OF DECEMBER 17, 2009**

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

### **Lease Revenue Bonds**

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

In November 1990, RACM issued \$47,730,866 of revenue bonds (the "1990 Bonds") on behalf of the Wisconsin Preservation Fund, Inc. to acquire and renovate several facilities for lease and occupancy by MPS which is utilizing the facilities as middle schools, K-8 elementary schools and various common facilities related to public education. RACM subsequently issued \$39,415,000 Development Revenue Refunding Bonds, dated April 15, 1993 (the "1993 Bonds") to advance refund certain maturities of the 1990 Bonds.

In May 2003, RACM issued \$34,475,000 Development Revenue Refunding Bonds, Series 2003 (the "Series 2003 Bonds") on behalf of MPS to refund the 1993 Bonds. The schedule of lease payments after taking into account the 2003 financing is as follows:

**REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE  
DEVELOPMENT REVENUE REFUNDING BONDS  
(2430 West Wisconsin Avenue Project and 1600 North Martin Luther King Drive Project)  
ANNUAL LEASE PAYMENTS AS OF DECEMBER 17, 2009**

Year Ending <u>June 30</u>	Lease <u>Payments</u>	Year Ending <u>June 30</u>	Lease <u>Payments</u>
2010	\$3,908,763	2013	\$3,908,475
2011	3,909,313	2014	3,910,900
2012	3,908,325		

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

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

### **Pension Obligation Bonds**

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

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

**REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE  
TAXABLE PENSION FUNDING BONDS  
(Milwaukee Public Schools)  
ANNUAL LOAN PAYMENTS AS OF DECEMBER 17, 2009**

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



### **Borrowing – Qualified Zone Academy Projects**

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

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

### **BORROWING – FUTURE FINANCING**

The City has \$5,950,000 of authorized, but unissued, general obligation borrowing authority for school purposes. The 2009-2010 MPS budget includes \$53,069,187 of Qualified School Construction Bonds and \$2,000,000 of traditional borrowing.

### **BOARD OF SCHOOL DIRECTORS**

MPS is governed by a nine member Board of Directors (“MBSD”). Eight Directors represent and are elected by Districts from within a total population of approximately 590,870. One member is elected at-large. Directors serve staggered four year terms which expire in April, and annually, at its organizational meeting, elect a president. The current members and the years in which their terms of office expire are as follows:

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

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

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

### **PUBLIC SERVICES AND FACILITIES**

In the 2009-2010 school year, MPS has approximately 84,444 full-time students and 5,766 teachers, attending 198 school programs within approximately 157 school buildings. The average age of the MPS buildings is just over 50 years, however, significant investment was made in upgrading many of these buildings in the 1970’s and 1980’s.

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

The following schools closed effective June 2009:

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

The non-instrumentality charter contacts between MPS and the following non-instrumentality charters end as of June 2009:

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

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

#### ENROLLMENT

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

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

## EMPLOYEE RELATIONS

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

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

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

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

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

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

All expired contracts are currently in negotiations.

## FINANCIAL INFORMATION

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

## INSURANCE

The District purchases commercial property insurance, auto liability insurance, errors and omissions insurance, and excess liability insurance. The District assumes a \$250,000 self – insured retention for any one loss or occurrence under its self-insured general liability program. The District purchases excess liability insurance for its general liability that provides per occurrence and aggregate protection. The District is fully self-insured for environmental-related liabilities and purchases no excess environmental liability insurance. In addition, Section 893.80 of the Wisconsin Statutes limits the amount recoverable against a political corporation, its officers, officials, or employees for acts done within the scope of their official capacity to \$50,000 in tort liability for non-automobile cases and \$250,000 in automobile cases.

MPS is self-insured for health, dental, and workers' compensation benefits and certain other general liability exposures. The accrued liability for estimated self-insured claims of \$39,465,203 recorded in the School Operations Fund and \$6,566,505 represents an estimate of the amount of claims incurred, but not paid or reported, as of June 30, 2008.

## **BOOK-ENTRY-ONLY SYSTEM**

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Bonds, including the related Principal Strips and the Tax Credit Certificates/Strips. All such obligations will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

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

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

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

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds (including the related Principal Strips and the Tax Credit Certificates/Strips) may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds (including the related Principal Strips and the Tax Credit Certificates/Strips) within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

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

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

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

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

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

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

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## LEGAL MATTERS

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

The City Attorney's office has reviewed the status of pending or threatened litigation, claims and assessments to which the office has devoted substantive attention in the form of legal consultation or representation and which individually represent maximum potential loss exposure in excess of \$1 million, existing on March 17, 2009.

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

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

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

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

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

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

The district court entered an order dismissing his case without prejudice and permitting Kaye 30 days to file an amended complaint. That order was signed on February 13, 2008. Kaye filed an amended complaint, which the court again dismissed. On January 13, 2009, Kaye filed an appeal. On February 3, 2009, the District Court entered an order against Kaye dismissing the appeal and awarding attorney's fees and expenses to Ms. Kohler, Mr. Fowler, Mr. D'Amato, and Mr. Ferguson pursuant to Fed. R. Civ. P. 11.

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

***Frank Jude, Jr., et al. v. City of Milwaukee, et al.*** On October 24, 2004, Frank Jude, Jr. attended a party hosted by a Milwaukee police officer and attended by a number of other off-duty police officers. At some point, a number of the off-duty officers became involved in an altercation with Mr. Jude. Jude claims that he was beaten for no reason. He suffered severe injuries. The officers claim that they became involved with Jude only after they suspected that he had stolen a badge from one of them. They also claim that Jude resisted their efforts to obtain physical control of him. On-duty police officers were also called to the scene and Jude claims that they, too, used excessive force on him and failed to stop the use of excessive force by those off-duty officers who were striking Mr. Jude. In addition to issues concerning the cause of the altercation, its actual participants, and its course, there is a substantial question of whether the off-duty and on-duty officers involved in the matter were acting within the scope of their employment. Mr. Jude's complaint also alleges that the City is directly liable under a theory that the City violated his constitutional rights by, among other things, condoning a culture where officers were cavalier in their conduct.

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

Four lawsuits have been filed relative to this matter. Mr. Jude and his wife sued the City and several individuals relative to his beating. The City has settled with three other individuals who attended the party with Mr. Jude and alleged that they were unlawfully arrested and that excessive force was used. Mr. Jude is seeking more than \$25 million dollars in damages. The City has answered the suit and maintains that none of the individually named defendant officers, both on and off duty, were acting within the scope of their employment with regard to the subject events. The City has also denied all requests by the individual officer defendants for representation. Discovery has not yet begun, but a full discovery and litigation process is anticipated. The court approved a one-year discovery period, with an extra 180 days for expert discovery. Dispositive motions are due December 1, 2009.

## LEGAL OPINION

The legal opinion of Katten Muchin Rosenman LLP, Chicago, Illinois, and Hurtado, S.C., Wauwatosa, Wisconsin, Bond Counsel to the City, will be delivered to the purchasers of the Bonds. The draft of the legal opinion for the Bonds are included herein as Appendix B. Certain legal matters will be passed on by Hurtado, S.C., Wauwatosa, Wisconsin, as disclosure counsel to the City. Certain legal matters will be passed upon for the City by its City Attorney.

## RATINGS

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

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

## TAX MATTERS

The following discussion of Tax Matters was written to support the promotion and marketing of the Bonds and was not intended or written to be used, and cannot be used, by a taxpayer for the purpose of avoiding United States federal income tax penalties that may be imposed. Each taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

This section summarizes certain material federal income tax consequences relating to an investment in the Bonds, Tax Credit Strips or Principal Strips. The summary only addresses such consequences to initial purchasers of the Bonds, Tax Credit Strips or Principal Strips, and is based upon the current provisions of the Code, its legislative history, treasury regulations, administrative pronouncements and judicial decisions, all of which are subject to change, possibly with retroactive effect. This summary deals only with Bonds, Tax Credit Strips or Principal Strips, held as capital assets within the meaning of Section 1221 of the Code and does not address tax consequences of holders of Bonds, Tax Credit Strips or Principal Strips that may be relevant to investors in special tax situations (such as financial institutions, taxpayers subject to the alternative minimum tax, life insurance companies, tax-exempt organizations, dealers in securities or currencies, traders in securities that elect to mark to market, or Bonds, Tax Credit Strips or Principal Strips held as a hedge or as part of a hedging, straddle, constructive sale or conversion transaction). This summary does not purport to be a complete discussion of all federal income tax consequences relating to making an investment in the Bonds, Tax Credit Strips or Principal Strips. The discussion herein concerning certain tax consequences with respect to an investment in the Bonds, Tax Credit Strips or Principal Strips is included for general information only. All persons are urged to consult their own tax advisors to determine the specific tax consequences of making an investment in the Bonds, Tax Credit Strips or Principal Strips, including any state, local or non-U.S. tax consequences.



## TAX CREDITS - IN GENERAL

In the opinion of Katten Muchin Rosenman LLP, Chicago, Illinois, and of Hurtado, S.C., Wauwatosa, Wisconsin, Bond Counsel to the City ("Bond Counsel"), based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, the Bonds are "qualified school construction bonds" within the meaning of Section 54F of the Code. Owners of the Tax Credit Certificates, whether held as Tax Credit Strips or as part of the Bonds, as of the applicable credit allowance date (defined in Section 54A of the Code) are entitled, subject to the limitations of Code Section 54A, to a federal income tax credit. The amount of the Tax Credit will be treated as interest for federal tax purposes and will be included in gross income for all Owners of the Tax Credit Certificates, whether held as Tax Credit Strips or as part of the Bonds, in accordance with each Owner's tax status. **A complete copy of the proposed form of opinion of Bond Counsel is set forth in Appendix B hereto.**

The Code imposes various restrictions, conditions and requirements relating to the qualification of the Bonds as "qualified school construction bonds" within the meaning of Section 54F of the Code. The City has made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that the Bonds continue to qualify as qualified school construction bonds. Inaccuracy of these representations or failure to comply with these covenants may result in termination of the Tax Credit, possibly from the date of original issuance of the Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel's attention after the date of issuance of the Bonds may adversely affect the value of, or the availability of the Tax Credit with respect to, the Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that the Bonds are "qualified school construction bonds" within the meaning of Section 54F of the Code, the ownership or disposition of, or the accrual or receipt of the Tax Credit with respect to, the Bonds may otherwise affect an Owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Owner or the Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Future legislative proposals, if enacted into law, clarification of the Code or court decisions may prevent Owners from realizing the full current benefit of the tax status of the Bonds. The introduction or enactment of any such future legislative proposals, clarification of the Code or court decisions may also affect the market price for, or marketability of, the Bonds, the Tax Credit Strips or the Principal Strips. Prospective purchasers of the Bonds, the Tax Credit Strips or the Principal Strips should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the Bonds for federal income tax purposes. The legal authorities setting forth and interpreting Sections 54A and 54F of the Code are new and, in many areas, incomplete. The opinion of Bond Counsel is not binding on the Internal Revenue Service ("IRS") or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the City, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The City has covenanted, however, to comply with the requirements of the Code.

Bond Counsel's engagement with respect to the Bonds ends with the issuance of the Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the City or the Owners regarding the tax status of the Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than the City and their appointed counsel, including the Owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of the Bonds is difficult, obtaining an independent review of IRS positions with which the City legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Bonds, the Tax Credit Strips or the Principal Strips, and may cause the City or the Owners to incur significant expense.

#### AMOUNT OF TAX CREDIT

The amount of the Tax Credit with respect to a Bond is equal to the product of the published credit rate determined as of \_\_\_\_\_, 2009 (\_\_\_\_%), times the outstanding face amount of the Bond on the relevant credit allowance date, divided by four. The credit allowance dates are March 15, June 15, September 15, and December 15. The Tax Credit allowed for the first credit allowance date of \_\_\_\_\_ is the ratable portion of the tax credit otherwise allowed on such date based on an initial issuance date of \_\_\_\_\_ (as opposed to the full credit period starting after \_\_\_\_\_). If a Bond or a Principal Strip is redeemed or matures on a date other than March 15, June 15, September 15, or December 15, the redemption or maturity date will be a credit allowance date and the amount of the associated Tax Credit will be a ratable portion of the tax credit otherwise allowed based on the earlier credit allowance date. Owners of Tax Credit Certificates, whether held as Tax Credit Strips or as part of the Bonds, as of the applicable credit allowance date will receive the Tax Credit.

#### LIMITATION ON TAX CREDIT

The Tax Credit allowed may not exceed the sum of the taxpayer's regular tax liability and alternative minimum tax liability under Section 55 of the Code less, in general, the taxpayer's other tax credits (except refundable tax credits set forth in subparts C (Sections 31-37) and J (Section 54AA) of part IV of subchapter A of the Code). The Tax Credit is not considered a passive activity credit under Code Section 469(d), and therefore, such credit is not subject to the limitations with respect to passive activity credits.

#### CARRYOVER OF UNUSED TAX CREDIT AMOUNT

If an Owner of a Tax Credit Certificate, whether held as a Tax Credit Strip or as part of the Bond cannot use all of the Tax Credit otherwise allocable for the taxable year, such Owner is allowed to carry forward to the subsequent tax year the unused portion of the credit.

#### TAX CREDIT AMOUNT INCLUDED IN INCOME AS DEEMED INTEREST

Section 54A of the Code requires the Owners of Tax Credit Certificates, whether held as Tax Credit Strips or as part of the Bonds, to include the amount of the Tax Credit (determined without reference to the limitation described above under "Limitation on Tax Credit") in gross income. It is expected that Treasury Regulations will provide that such amount must be treated as if it were a payment of "qualified stated interest" on each credit allowance date. Unless subject to the stripping rules described below, a cash method taxpayer would take the deemed interest payment into account on the credit allowance date, while an accrual method taxpayer would accrue such amount as income over the three month period that ends on the credit allowance date (or a shorter period for a short first or last credit allowance date). If such an accrual method Owner of a Tax Credit Certificate, whether held as a Tax Credit Strip or as part of a Bond, sells or exchanges such Tax Credit Certificate before any given credit allowance date, the Owner must accrue such interest income up to the date of the sale or exchange but would not qualify for any of the Tax Credit for such credit allowance date. It would appear that because the subsequent purchaser would obtain the full credit for that credit allowance date, the purchase price would reflect the accrual of the deemed interest amount. It would also appear that the receipt of such amount by the taxpayer primarily would constitute a return of capital (tax basis) and not be subject to additional (i.e., double) taxation to the taxpayer.

#### TAX CREDIT'S EFFECT ON ESTIMATED INCOME TAX PAYMENTS

The credit under Section 54A of the Code may be taken into account by a taxpayer in computing the amount of quarterly estimated tax payments required to be paid by such taxpayer. Individual calendar year taxpayers should note that the March 15 and December 15 credit allowance dates do not correspond to the regular estimated tax payment dates of April 15 and January 15.

## TAX STATUS OF THE BONDS

The Bonds will be treated as debt instruments for federal income tax purposes. Accordingly, amounts treated as interest will be included in the income of the Owner as it is paid or deemed to be paid (or, if the Owner is an accrual method taxpayer, as it is accrued) as interest.

Owners of the Bonds that allocate a basis in the Bonds that is greater than the principal amount of the Bonds should consult their own tax advisors with respect to whether or not they should elect to amortize such premium under Section 171 of the Code.

If a holder purchases the Bonds for an amount that is less than the principal amount of the Bonds, and such difference is not considered to be de minimis, then such discount will represent market discount that ultimately will constitute ordinary income (and not capital gain). Further, absent an election to accrue market discount currently, upon a sale or exchange of a Bond, a portion of any gain will be ordinary income to the extent it represents the amount of any such market discount that was accrued through the date of sale. In addition, absent an election to accrue market discount currently, the portion of any interest expense incurred or continued to carry a market discount bond that does not exceed the accrued market discount for any taxable year, will be deferred.

## ORIGINAL ISSUE DISCOUNT

For federal income tax purposes, original issue discount ("OID") is the excess of the stated redemption price at maturity of a Bond over its issue price, if such excess equals or exceeds a de minimis amount (generally 1/4% of 1% of the Bond's stated redemption price at maturity multiplied by the number of complete years to its maturity from its issue date or, in the case of a Bond providing for the payment of any amount other than qualified stated interest (as defined below) prior to maturity, multiplied by the weighted average maturity of such Bond). The issue price of a Bond equals the first price at which a substantial amount of such Bond has been sold (ignoring sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers). The stated redemption price at maturity of a Bond is the sum of all payments provided by the Bond at maturity other than "qualified stated interest" payments. The term "qualified stated interest" generally means stated interest that is unconditionally payable in cash or property (other than debt instruments of the issuer) at least annually at a single fixed rate. It is expected that Treasury Regulations will provide that the amount of the Tax Credit must be treated as if it were a payment of "qualified stated interest" on each credit allowance date.

Payments (including deemed payments) of qualified stated interest on a Bond are taxable to an Owner as ordinary interest income at the time such payments are accrued or are received (in accordance with the Owner's regular method of tax accounting). An Owner of an original issue discount Bond must include OID in income as ordinary interest for United States federal income tax purposes as it accrues under a constant yield method in advance of receipt of the cash payments attributable to such income, regardless of such Owner's regular method of tax accounting. Under the OID rules, Owners generally will have to include in income increasingly greater amounts of OID in successive accrual periods. An Owner's adjusted basis in a Bond is to be increased by the amount of such accruing OID for purposes of determining taxable gain or loss on the sale or other disposition of a Bond, or a component thereof, for federal income tax purposes. Prospective investors should consult their own tax advisors concerning the calculation of OID with regard to a Bond.

## TAX BASIS

An Owner's initial tax basis in a Bond generally will be equal to the purchase price paid by such Owner for such Bond. An Owner's tax basis in a Bond will be increased by the amount of OID, if any, that is included in the Owner's income, and decreased by the amount of premium, if any, amortized as a reduction to interest income, pursuant to the foregoing rules.

## SALE OF BONDS

Upon the sale of a Bond, or a component thereof, for cash, an Owner will recognize gain or loss equal to the difference between the amount of cash received (other than cash attributable to accrued interest) and such owner's adjusted tax basis in the Bond, or component. Such gain or loss will be capital gain or loss if the Bond is a capital asset to such owner. Cash received attributable to accrued interest will constitute ordinary interest income to a cash method Owner, and a return of capital with respect to interest accrued as income by an accrual method Owner.

## TAX CONSIDERATIONS APPLICABLE TO STRIPS

This summary of Tax Considerations Applicable to Strips is based upon existing law and interpretations thereof. Treasury regulations are expected to be adopted that will clarify the tax considerations applicable to Strips, but such regulations have not been issued or proposed as of the date hereof. Any Treasury regulations issued in the future may cause the tax consequences applicable to Strips to differ from those described herein, possibly on a retroactive basis. Bond Counsel assumes no responsibility for any such change as a result of the issuance of Treasury regulations or any future change in the law or interpretations thereof.

For purposes of this subsection ("Tax Considerations Applicable to Strips"), "Strip" means a Tax Credit Strip or a Principal Strip, and "U.S. Person" means a citizen or resident of the United States, a corporation organized in or under the laws of the United States or any political subdivision thereof, an estate the income of which is includible in gross income for United States tax purposes regardless of its source or a trust if a United States court is able to exercise primary supervision over administration of the trust and one or more U.S. Persons have authority to control all substantial decisions of the trust. The term "U.S. beneficial owner" means a U.S. Person that is a beneficial owner of a Strip and any other person which is a beneficial owner of a Strip that is otherwise subject to United States federal income taxation on a net basis in respect of income attributable to a Strip.

A U.S. beneficial owner is subject to United States federal income taxation on the income of a Strip, and there is no special exemption from United States federal income, estate or gift tax with respect to Strips.

A U.S. beneficial owner that elects to strip a Bond into its Tax Credit and Principal Components and to dispose of one or more of such components will be required to include in income all interest and market discount accrued on the Bond to the date of disposition (to the extent that such income has not previously been included in income), and the U.S. beneficial owner's basis in the Bond will be increased, immediately prior to the disposition of one of the Strips, by the amount so included in income. Upon the disposition of a Strip, the U.S. beneficial owner will be required to recognize gain or loss equal to the difference between the amount realized on the disposition of the Strip and the U.S. beneficial owner's basis in the Strip immediately prior to the disposition of one of the Strips. For purposes of determining that basis, the U.S. beneficial owner will be required to allocate its tax basis in the Bond immediately prior to the sale (as adjusted in the manner detailed above) between the Tax Credit and Principal Components based on their respective fair market values on the date of the sale.

A U.S. beneficial owner of a Strip will accrue income on the Strip in accordance with the OID rules set forth in the Code. In this regard, the application of the OID rules to the Strips is subject to significant uncertainty, and therefore purchasers of the Strips are urged to consult with their own tax advisors. Generally, however, it is anticipated that each U.S. beneficial owner of a Strip will be required to include in income, as OID, the difference between (1) the stated redemption price at maturity for a Principal Strip and the amount of the Tax Credit for a Tax Credit Strip owned by such person (which generally would include all payments (or deemed payments) to be made on the Strip subsequent to the date that the stripping was effected or, if later, the date of the U.S. beneficial owner's purchase of the Strip) and (2) the U.S. beneficial owner's purchase price for the Strip (or, in the case of a person who effects a stripping and, disposes of one or more of the Strips, the portion of the person's basis in the Bond which is allocable to the retained Strips, as determined pursuant to the rules set forth in the preceding paragraph).

The amount of OID on a Strip (determined as set forth above) will be includible on a constant-yield basis in the income of a U.S. beneficial owner of a Strip over the life of the Strip (excluding, with respect to certain U.S. beneficial owners, Strips having a maturity of one year or less from the date of purchase - which Strips would be subject to special OID rules which are discussed below), even in years in which the owner of the Strip does not receive any actual payment or credit allowance. The amount of OID that must be included in income each year by the U.S. beneficial owner of a Strip will be equal to the sum of the daily portions of the OID that accrued during each day of the year during which the U.S. beneficial owner owned the Strip. The daily portions will be determined by allocating to each day of the accrual period, as defined below, a pro rata

portion of an amount equal to the adjusted issue price of the Strip at the beginning of the accrual period, also as defined below, multiplied by the yield to maturity of the Strip, determined by compounding at the close of each accrual period and properly adjusted for the length of the accrual period. For purposes of these calculations, (i) the accrual periods may, generally, be of any length and may vary in length over the term of the Strip, provided that each accrual period is no longer than a year and that each scheduled payment of principal and deemed interest occurs either on the final day of an accrual period or on the first day of an accrual period, and (ii) the adjusted issue price of a Strip will be the U.S. beneficial owner's purchase price for the Strip (or, in the case of a person who effects a stripping and disposes of one or more of the Strips, the portion of the person's basis in the Bond which is allocable to the retained Strips, as determined pursuant to the rules set forth above), increased by the OID accrued by the U.S. beneficial owner in previous accrual periods and decreased by any payments received or deemed received by the U.S. beneficial owner in prior accrual periods. The amount of OID allocable to an initial short accrual period may be computed using any reasonable method if all other accrual periods other than a final short accrual period are of equal length. The amount of OID allocable to the final accrual period is the difference between (x) the amount payable (or deemed payable) at the maturity of the Strip and (y) the Strip's adjusted price as of the beginning of the final accrual period. The foregoing rules will generally be applied to each Strip acquired separately. In certain circumstances, Strips acquired (or retained by the person stripping a Bond) may be treated as a single instrument for tax purposes.

In general, a cash basis U.S. beneficial owner who purchases a Strip the payment (or deemed payment) with respect to which is due not later than one year from the date of issuance ("short-term Strips") is not required to accrue OID (as determined under the special rule described below for the purposes of this paragraph) for United States federal income tax purposes unless it elects to do so. Accrual basis U.S. beneficial owners and certain other U.S. beneficial owners (including certain pass-through entities and electing cash basis U.S. beneficial owners) who purchase a short-term Strip and any U.S. beneficial owners who strip a Bond into its Tax Credit and Principal Components and who retain one or more such components are required to accrue OID on short-term Strips on either a straight-line basis or under the constant-yield method (based on daily compounding), at the election of the U.S. beneficial owner. In the case of a U.S. beneficial owner not required and not electing to include OID on a short-term Strip in income currently, any gain realized on the sale or retirement of the short-term Strip will be ordinary income to the extent of the OID accrued on a straight-line basis (unless an election is made to accrue the OID under the constant-yield method) through the date of sale or retirement. U.S. beneficial owners who are not required and who do not elect to accrue OID on short-term Strips will be required to defer deductions for interest on borrowings allocable to short-term Strips in an amount not exceeding the deferred income until the deferred income is realized.

Upon the sale or exchange of a Strip, a U.S. beneficial owner generally will recognize capital gain or loss (except to the extent of accrued and unpaid interest, and subject to the exception applicable to certain short-term Strips, as discussed in the preceding paragraph) in an amount equal to the difference between the amount realized on the sale or exchange and the U.S. beneficial owner's adjusted tax basis in the Strip. A U.S. beneficial owner's adjusted tax basis in a Strip will generally be its cost, increased by the amount of the OID included in the U.S. beneficial owner's income with respect to the Strip.

The City is selling the Bonds (and not Strips) to the Underwriters; it is possible, however, that the Underwriters may elect to strip the Bonds and sell Tax Credit and Principal Components (as well as Bonds) immediately upon their acceptance of the Bonds. Such Strips might be viewed, for United States federal income tax purposes, as OID bonds issued by the City to the purchasers of the Strips. If the IRS were to characterize the transaction in this fashion, the rules set forth above would generally apply to the Bonds stripped by the Underwriters, except that (1) the amount of OID on each Strip so sold would be measured, and the adjusted issue price would be determined, by reference to the first price at which a substantial amount of each Strip was sold, rather than by reference to the price paid by the purchaser for the Strip (not only in the case of an initial purchaser of the Strip, but also in the case of any transferee thereof) and (2) the stated redemption price at maturity would be determined by reference to all payments (or deemed payments) to be made on the Strip subsequent to the date of the closing relating to the Bonds offered hereby rather than by reference to the payments to be made subsequent to the U.S. beneficial owner's acquisition of the Strip. Each U.S. beneficial owner is urged to consult with its own tax advisor as to the likelihood of such a characterization, as well as to the application of the "acquisition premium" and "market discount" rules which would apply to those Bonds stripped by the Underwriters if the transaction were to be so characterized.

#### U.S. FEDERAL INFORMATION REPORTING AND BACKUP WITHHOLDING

Under current United States federal income tax law, a 28% backup withholding tax requirement may apply to certain payments of interest and original issue discount on, and the proceeds of a sale, exchange or redemption of, the Bonds, Principal Strips or Tax Credit Strips. The IRS has not provided guidance regarding how the 28% backup withholding tax requirement will apply to the deemed interest payments represented by the Tax Credits. Therefore, it is not clear how or whether such withholding would occur. In addition, certain persons making such payments are required to submit information returns (i.e., IRS Forms 1099) to the IRS with regard to those payments. Backup withholding and information

reporting will generally not apply with respect to payments made to certain exempt recipients such as corporations or certain exempt entities.

#### **S CORPORATION AND PARTNERSHIP INVESTORS**

In the case of a Bond that is held by an S corporation or partnership (including a limited liability company that is taxed as a partnership), the allocation of the Tax Credit to the shareholders of the S corporation or to the partners of the partnership, as the case may be, shall be treated as a distribution.

#### **FOREIGN INVESTORS**

Payments (including deemed payments) on the Bonds, Principal Strips or Tax Credit Strips to a non-U.S. holder that has no connection with the United States other than holding its Bond, Principal Strip or Tax Credit Strip generally will be made free of withholding tax, as long as the holder has complied with certain tax identification and certification requirements.

#### **STATE INCOME TAX CONSEQUENCES**

The interest, if any, on the Bonds is not exempt from present Wisconsin income or franchise taxes.

Under present Wisconsin law, Owners of the Tax Credit Certificates, whether held as Tax Credit Strips or as part of the Bonds, as of the applicable credit allowance date are not entitled to claim a credit against their Wisconsin income or franchise tax liability. Owners who claim a Tax Credit and are required to include the amount of such credit in gross income for federal income tax purposes are not required to include such amount in gross income for Wisconsin income or franchise tax purposes. Bond Counsel makes no representation regarding the income tax treatment of the Bonds, Principal Strips or Tax Credit Strips under the laws of any other state.

### **NO DESIGNATION AS QUALIFIED TAX-EXEMPT OBLIGATIONS**

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

### **CONTINUING DISCLOSURE**

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

### **FINANCIAL ADVISOR**

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

## **UNDERWRITING**

The Bonds will be purchased at competitive bidding conducted on December 3, 2009.

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

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

## **CLOSING DOCUMENTS AND CERTIFICATES**

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

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

## **REPRESENTATIONS OF THE CITY**

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

## **ADDITIONAL INFORMATION**

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

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

/s/

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

December\_\_, 2009





## Legislation Details (With Text)

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**File #:** 090814      **Version:** 1

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

**File created:** 11/3/2009      **In control:** FINANCE & PERSONNEL COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution authorizing the Commissioners of the Public Debt to market general obligation notes and bonds of the City for school purposes. (Comptroller)

**Sponsors:** THE CHAIR

**Indexes:** GENERAL OBLIGATION BONDS, MILWAUKEE PUBLIC SCHOOLS

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

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/19/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
11/19/2009	1	CITY CLERK	DRAFT SUBMITTED		

**Number**

090814

**Version**

Substitute

**Reference**

090555, 090777

**Sponsor**

The Chair

**Title**

Substitute resolution authorizing the Commissioners of the Public Debt to market general obligation notes and bonds of the City for school purposes. (Comptroller)

**Analysis**

This resolution authorizes the Commissioners of the Public Debt to issue and sell City of Milwaukee general obligation school bonds in the amount of \$57,000,000 at a discount in order to receive \$48,000,000 of net proceeds for various school construction projects.

**Body**

Whereas, Common Council file number 090555 adopted on October 13, 2009 (the “Resolution 090555”) authorizes the issuance of general obligation bonds for school purposes in the amount of \$48,000,000, of which \$0 has been issued; and

Whereas, Common Council file numbers 041194, 051146, 061004, 071206, and 081154 authorizes the issuance of general obligation bonds for school purposes in the amounts of \$12,000,000, \$15,240,442, \$6,000,000, and \$2,000,000, respectively, of which \$7,759,558, \$0, 1,133,330, \$0, and \$0, respectively, has been issued (collectively, along with file number 090555, the “Initial Resolutions”); and

Whereas, the 2009 Budget of the City authorizes \$130,000,000 of Contingent Borrowing for purposes not anticipated in the budget of the City, of which \$7,404,869 has been issued; and

Whereas the Common Council, pursuant to the Initial Resolutions, desires to issue up to \$57,000,000 of general obligation bonds for school purposes (the “Bonds”) using up to \$57,000,000 of 2009 Contingent Borrowing Authority; and issuing the Bonds at a discount in order to net approximately \$48,000,000 of proceeds; and

Whereas, it is desirable to enter into a fiscal agency agreement in connection with the issuance and administration of the Bonds; and

Whereas, all or a portion of the Bonds may be designated by the City as “qualified school construction bonds” as defined in Section 54F of the Internal Revenue Code of 1986 (the “Code”); and

Whereas, the City and Milwaukee Public School (“MPS”) have entered into an intergovernmental agreement (the “IGA”) pursuant to Resolution 090777 for the reimbursement to the City by MPS for the debt service on the Bonds; and

Whereas, the IGA provides that proceeds of the Bonds shall be used for only for projects as may be approved from time to time by the City; now, therefore, be it

Resolved, by the Common Council of the City of Milwaukee, in accordance with sections 67.05, Wisconsin Statutes, the Commissioners of the Public Debt are authorized and requested to issue and sell, pursuant to the

Initial Resolutions, general obligation corporate purpose bonds in the aggregate amount of \$57,000,000 for school purposes using 2009 Contingent Borrowing Authority; and, be it

Further Resolved, that the general obligation bonds herein authorized shall be sold by the Commissioners of the Public Debt at public sale, private sale, and/or directly to the Public Debt Amortization Fund, and at such times as the Commissioners shall determine to be prudent and appropriate; and that the bonds shall be designated as determined by the Commissioners; and, be it

Further Resolved, that the general obligation bonds herein authorized shall be issued on or before December 31, 2010; and, be it

Further Resolved, that the Commissioners of the Public Debt are authorized to prepare the forms and establish the procedures required in the issuance and sale of general obligation bonds herein authorized in accordance with the provisions of Ch. 67, Stats., and the provisions of the City of Milwaukee ordinances, such bonds to be in a form approved by the City Attorney and to be executed by those officers of the City whose signatures are required by law; and, be it

Further Resolved, that the general obligation bonds herein authorized shall be sold at a price of not less 80% of par and accrued interest thereon; and, be it

Further Resolved, that general obligation bonds designated as qualified school construction bonds and sold on a tax-credit basis shall be dated as of the date of delivery, or the first or fifteenth day of the month in which they are issued, bear a tax-credit payable quarterly, at a tax-credit rate, or taxable interest, not to exceed 9.00%, bear supplemental interest, payable no more often than quarterly, at coupon rates as determined by the Commissioners of the Public Debt, not to exceed 3.00%; with an issue True Interest Cost Rate including the tax credit rate of not to exceed 9.00% and an issue True Interest Cost Rate excluding the tax credit rate of not to exceed 3.00%; that the Commissioner of the Public Debt may establish call dates at par for any or all of the bonds; that the Commissioners of the Public Debt shall specify the due dates for, and the amounts of, the payment of principal of said bonds, not to exceed 20 years, and interest thereon, and that such payment schedule shall be entered upon the permanent record of the Commissioners of the Public Debt and formally communicated to the City Clerk; and, be it

Further Resolved, that pursuant to Section 54A(i) of the Code there may be a separation of the ownership of a qualified school construction bond and the entitlement to a tax credit under Section 54A of the Code with respect to such bond and that the City is authorized to provide for such separation with respect to Bonds issued as qualified school construction bonds; and, be it

Further Resolved, that Bonds issued as qualified school construction bonds shall be subject to mandatory redemption prior to maturity from unexpended Bond proceeds in accordance with Section 54A(d)(B) of the Code relating to failure to expend the Bond proceeds within the applicable expenditure period; and, be it

Further Resolved, that in order for the City to provide for the proper expenditure of the proceeds of sale of Bonds issued as qualified school construction bonds; the custody, security and investment of sinking funds held for the payment of such Bonds and for the issuance "tax credit certificates" evidencing the entitlement to tax credits of the owners of such tax credit certificates, the City is authorized to enter into a trust agreements with banks acting as trustees and to enter into fiscal agency agreements with banks acting as fiscal agents; and, be it

Further Resolved, that the City is authorized to enter into, on or after the issuance of the Bonds, one or more forward supply or similar type agreements pursuant to which the City will provide for the investment of sinking

funds established for the repayment of Bonds by contracting for the purchase of investment securities to be purchased from time to time prior to the maturity date of such Bonds; and, be it

Further Resolved, that the Commissioners of the Public Debt may provide for the payment of taxable interest on Bonds or provide for the redemption of Bonds or other actions to compensate investors in the event that the Bonds issued as qualified school construction bonds are no longer entitled to the tax credit provided under Section 54A of the Code with respect to the Bonds; and, be it

Further Resolved, That a direct annual irrepealable tax shall be levied in each year that such bonds are outstanding, in an amount sufficient to pay and for the express purpose of paying the interest on said bonds, as it falls due, and also to pay and discharge the principal thereof at maturity, and shall be extended upon the tax roll of the City of Milwaukee and shall be collected by the officers of the City in the same manner and at the same time as taxes for general City purposes for such years are extended and collected, and when so collected, the proceeds of said taxes shall be used solely for paying the principal and interest on such bonds so long as any bonds of said issue remain outstanding; and, be it

Further Resolved, that interest on or principal of the bonds falling due at any time when there shall be on hand insufficient funds from proceeds of the tax levy for the payment of such interest or principal shall be paid promptly when due from other funds of the City, which funds shall be reimbursed thereof out of the proceeds of the taxes above levied when such taxes shall have been collected; 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 notes; 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; and, be it

Further Resolved, that a global certificate shall be issued for each stated maturity date and registered only in the name of CEDE & Co. as nominee of The Depository Trust Company, New York, New York, for delivery and immobilization by the Depository Trust Company following the closing. The Depository Trust Company will act as securities depository of the bonds. The City will make payment of principal, redemption premium if any, and interest on the bonds on the due dates to the Depository Trust Company, or its nominee, as registered owner of the bonds, in same-day funds. Notices, if any, given by the City to the registered owner of the bonds will be given to the Depository Trust Company. In the event that the securities depository relationship with the Depository Trust Company for the bonds is terminated and the City does not appoint a successor securities depository, the City will prepare, authenticate and deliver at its expense fully-registered certificated bonds in the denominations as determined by the Commissioners or in the integral multiple thereof in the aggregate principal amount by maturity then outstanding to the beneficial owners of the bonds; and, be it

Further Resolved, that the City covenants with the holders from time to time of said bonds that (i) throughout the term of said bonds and (ii) through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code it will comply with the provisions of Sections 103 and 141 through 150 of the Code, and the applicable regulations of the Internal Revenue Service adopted thereunder, that must be satisfied in order that (A) interest on the bonds not issued as qualified school construction bonds shall be and

continue to be excluded from gross income for federal income tax purposes under said Section 103 and (B) that Bonds issued as qualified school construction bonds remain entitled to the tax credit provided under Section 54A of the Code; and, be it

Further Resolved, that the proper City officials are authorized to enter into the IGA with MPS in the amount up to \$57,000,000; and, be it

Further Resolved, that Fiscal Agency Agreement which is included as an attachment to this file is hereby approved with such changes as may be recommended by the City Attorney in consultation with the Comptroller; and, be it

Further Resolved, that the cost of issuing the bonds and marketing same shall be paid from amounts appropriated for said purpose, or the proceeds of the bond sale, or deducted from same, and the project account or accounts credited with the net proceeds of the sale or sales.

**Requestor**

Comptroller

**Drafter**

RSL

PD-7590a2W.rtf

Reply to Common Council File No. 090814  
From DOA-Budget and Management Division

November 23, 2009

Ref: 09008

Common Council File 090814 contains a resolution authorizing the Commissioners of Public Debt to market general obligation notes and bonds of the city for school purposes.

The American Recovery and Reinvestment Act (ARRA), aka "the federal stimulus" contains a provision pertaining to Qualified School Construction Bonds (QSCB). Under this provision, the federal government is supposed to provide a credit estimated to be sufficient to investors to provide the issuer with a 0% interest rate.

Earlier this year, the Common Council has approved Files 090555 and 090777. These files approved the initial intent statement with respect to using \$48 million of city general obligation borrowing authority to enable Milwaukee Public Schools (MPS) to use the QSCB provisions to improve school facilities, and authorized the appropriate city officials to enter into an Intergovernmental Cooperation Agreement (IGA) with MPS that governs the parameters and financial responsibilities associated with the borrowing. The IGA includes several provisions that protect the city's financial interests and the taxpayers' interests with regards to ensuring reimbursements to the city to cover all borrowing costs and avoiding a destabilizing impact on the MPS tax levy. Actual borrowing is subject to approval of a third resolution that authorizes the Commissioners of the Public Debt to market debt for these purposes.

Subsequent to these decisions, Comptroller staff have determined that marketing these bonds at a discount, as opposed to issuing a supplemental coupon, is the most cost-effective means of implementing this borrowing. Based on current market conditions, staff has projected that the borrowing would need to include a supplemental coupon of 1% to 1.5% in order to yield \$48 million of proceeds for projects. This approach is estimated to require between \$56.16 million and \$60.2 million of reimbursements from MPS to the city over a 17-year time period.

As an alternative, issuing the bonds at a discount to yield \$48 million of proceeds, and establishing a sinking fund with said proceeds and crediting sinking fund interest to MPS, can reduce the net total cost to MPS to approximately \$42 million. These savings result from the fact that (a) the federal government will subsidize a portion of the discount cost and (b) the application of interest earnings from the Sinking Fund offset some of the remaining debt reimbursement costs.

Comptroller staff project that \$53.5 million of borrowing will be adequate to generate \$48 million of proceeds at the current market discount. This resolution authorizes up to \$57 million which provides sufficient flexibility to ensure \$48 million of proceeds should market conditions require that the bonds be issued at a greater-than-expected discount. The city will issue an amount not to exceed what is necessary to generate \$48 million in net bond proceeds for school projects. In any

event, the net taxpayer cost of issuing QSCB is less than under an unsubsidized General Obligation borrowing of \$48 million with a supplemental coupon.

**RECOMMENDATION: ADOPT COMMON COUNCIL FILE  
NUMBER 090814**



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Mark Nicolini  
Budget and Management Director

MN:dmr  
FINANCE:090814

## **LRB – RESEARCH AND ANALYSIS SECTION**

**NOVEMBER 24, 2009 AGENDA**

**ITEM 12, FILE 090814**

**FINANCE & PERSONNEL COMMITTEE**

**JAMES CARROLL**

File #090814 is a substitute resolution authorizing the Commissioners of the Public Debt to market general obligation notes and bonds of the City for school purposes.

### **Background**

1. The American Recovery and Reinvestment Act of 2009 included authorization for Qualified School Construction Bonds (QSCB). This tax credit bond program is intended to allow state and local governments to finance public school construction projects and other eligible costs for public schools with interest-free borrowings. This tax credit bond program provides a federal subsidy by giving those who buy the bonds a federal tax credit that essentially allows state and local governments to issue the bonds without interest cost.

The Comptroller's Office indicates that although the legislation intended that local government be allowed to borrow at no interest cost, the tax credit rate set by the IRS has not been high enough. As such, QSCBs have been sold with supplemental interest or at a discount from face (maturity) value. Because the interest is fully paid by MPS, but a discount is subsidized by the Federal Government, the Comptroller's Office indicates that it is more advantageous for the City to issue bonds at a discount than with supplemental interest.

2. MPS sought City approval for the issuance of Qualified School Construction Bonds. MPS had originally submitted a request for \$53 million in funding for eligible projects. The request was reduced to \$48 million for deferred maintenance projects (\$30 million), science and mathematics program/curriculum enhancements (\$6 million), the Longfellow/Journey House project (\$4 million), and funding (\$8 million) for major maintenance projects as they arise.
3. On July 28, 2009, the Common Council Approved an initial resolution (File #090555) expressing the City's intent to sell and issue general obligation bonds in the aggregate amount of \$48,000,000 for school purposes.
4. On November 3, 2009, the Common Council adopted a substitute resolution (File #090777) approving an Intergovernmental Cooperation Agreement (IGA) between the City of Milwaukee and the Milwaukee Board of School Directors regarding city borrowing for school purposes pursuant to the provisions of the American Recovery and Reinvestment Act of 2009. According to the Budget and Management Division's, October 27, 2009, reply to File #090777, the IGA contains the following provisions:
  - MPS will present its final list of approved projects and information related to operational plans for facilities to the Common Council prior to expending the borrowing proceeds.
  - Expenditures for deferred maintenance and major maintenance is limited to those items whose condition rating at the time of expenditure is rated "fair" or "poor". (The District supplied information to File #090777 regarding how these



ratings were derived.) This is intended to ensure maximum benefit from the expenditures.

- MPS ensures that for projects in the curriculum enhancement category, it will operate, or continue to operate educational programs consistent with the stated purpose of the enhancements within one year of the completion of improvements.

In addition, the IGA includes the following provisions that protect the City's interests:

- MPS will reimburse the City for all debt service (principal and any interest not covered by the federal government.) and debt issuance costs.
- MPS agrees to reduce the construction levy each year (relative to statutory maximum of .6 mill) by the amount of QSCB debt service reimbursement; this protects against an MPS levy-destabilizing impact from the QSCB borrowing.
- MPS will make its reimbursement for the first year's projected debt service one year in advance of the city's initial debt payment, in effect serving as a debt service advance.
- The IGA provides the city, consistent with state statute, the ability to place any debt service shortfall directly on the MPS levy should the Board fail to include its budget the full amount of reimbursement due the City.
- The use of the borrowing proceeds protects city taxpayers' investments in school buildings by the preservative impact of deferred maintenance elimination and major maintenance expenses. The borrowing will also enhance the District's ability to improve curriculum in early childhood programs, technology, mathematics and science, and vocational education. The Community Learning Center funding enables the implementation of a public/private partnership with the Zilber Foundation that will result in significant after-school programming and community education opportunities.

### **Discussion**

This resolution authorizes the Commissioners of the Public Debt to issue and sell City of Milwaukee contingent borrowing general obligation school bonds in the maximum amount of \$57,000,000 at a discount in order to receive \$48,000,000 of net proceeds for various school construction projects.

### **Fiscal Impact**

This resolution will result in annual debt service expenditures of \$4 million for 2013 to 2026, to be offset by \$4 million revenue for the same time period from MPS.

Cc:	Marianne Walsh Craig Kammholz Mark Nicolini W. Martin Morics Richard Li	Prepared by: Jim Carroll, X8679 LRB Research & Analysis November 23, 2009
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## CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV.6/86)

A) DATE: November 18, 2009

FILE NUMBER: 090814

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution authorizing the Commissioners of the Public Debt to market general obligation notes and bonds of the City for school purposes.

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:	Disbursement to MPS for Construction		48,000,000		
	Proceeds of Bonds			48,000,000	
	Debt Service		See below		
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 checked="" type="checkbox"/> 1-3 YEARS	<input checked="" type="checkbox"/> 3-5 YEARS	Expenditure \$4,000,000/yr in 2013-2026 for Debt Service.
<input checked="" type="checkbox"/> 1-3 YEARS	<input checked="" type="checkbox"/> 3-5 YEARS	Revenue \$4,000,000/yr in 2013-2026 from MPS.
<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:

PD-7590f.doc

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

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FISCAL AGENCY AGREEMENT

between

CITY OF MILWAUKEE

and

---

as Fiscal Agent

Dated as of December 22, 2009

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## TABLE OF CONTENTS

	PAGE
Parties .....	1

### ARTICLE I

#### Definitions and Construction

Section 101.	Definitions.....	2
Section 102.	Miscellaneous Definitions .....	9

### ARTICLE II

#### Terms of Bonds

Section 201.	Terms of Bonds.....	9
Section 202.	Application of Bond Proceeds .....	11

### ARTICLE III

#### General Terms and Provisions of Bonds

Section 301.	Medium of Payment; Letters and Numbers.....	12
Section 302.	Execution and Authentication.....	12
Section 303.	Exchangeability of Bonds .....	12
Section 304.	Negotiability, Transfer and Registration .....	13
Section 305.	Provisions with Respect to Exchanges and Transfers .....	13
Section 306.	Bonds Mutilated, Destroyed, Stolen or Lost.....	13

### ARTICLE IV

#### Redemption of Bonds

Section 401.	Privilege of Redemption and Redemption Price.....	14
Section 402.	Extraordinary Mandatory Redemption .....	14
Section 403.	Actions of Fiscal Agent .....	14
Section 404.	Selection of Bonds to Be Redeemed.....	14
Section 405.	Notice of Redemption .....	15
Section 406.	Payment of Redeemed Bonds .....	15

## ARTICLE V

### Establishment of Funds and Applications Thereof

Section 501.	Establishment of Funds.....	16
Section 502.	Construction Fund.....	16
Section 503.	Expense Fund.....	17
Section 504.	Deposits by City.....	17
Section 505.	Debt Service Fund.....	18
Section 506.	Sinking Fund.....	18
Section 507.	City to Cure Deficiency .....	19

## ARTICLE VI

### Depositories, Security for Deposits and Investments of Funds

Section 601.	Depositories.....	19
Section 602.	Deposits.....	19
Section 603.	Investment of Certain Moneys.....	20
Section 604.	Valuation and Sale of Investments .....	20

## ARTICLE VII

### Particular Covenants and Representations of the City

Section 701.	Authorization for Agreement.....	21
Section 702.	Agreement to Constitute Contract .....	21
Section 703.	QSCBs Designation of Bonds.....	21
Section 704.	QSCB Status .....	21
Section 705.	Use of Proceeds.....	22
Section 706.	Limitation on Legal Defeasance .....	22
Section 707.	Purchase Prohibited .....	22

## ARTICLE VIII

### Tax Credit Program

Section 801.	Authorization of Tax Credit Program.....	22
Section 802.	Tax Credit Rate.....	23
Section 803.	Stripping of Tax Credits .....	23
Section 804.	Extraordinary Mandatory Redemption from Unexpended Bond Proceeds .....	24
Section 805.	Recombining Principal Components and Tax Credits.....	25
Section 806.	Conversion of Bonds into Interest Bearing Bonds; Conversion of	

	Tax Credit Certificates into Cash Interest Certificates; Disallowed Tax Credits.....	25
Section 807.	Stripping of Cash Interest Certificates.....	27
Section 808.	Recombining Principal Components and Cash Interest Payments.....	28
Section 809.	Rights and Remedies of Separate Principal Strip Certificates, Tax Credit Certificates and Cash Interest Certificates.....	29
Section 810.	Forms of Bonds, Interest Bearing Bonds, Principal Strip Certificates, Tax Credit Certificates and Cash Interest Certificates .....	29
Section 811.	Execution of Principal Strip Certificates, Tax Credit Certificates and Cash Interest Certificates .....	30
Section 812.	Authentication of Principal Strip Certificates, Tax Credit Certificates and Cash Interest Certificates .....	30
Section 813.	Registration Books.....	30
Section 814.	Transfer and Exchange of Principal Strip Certificates, Tax Credit Certificates and Cash Interest Certificates.....	30
Section 815.	Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates Mutilated, Lost, Destroyed or Stolen .....	31
Section 816.	Book-Entry System.....	32
Section 817.	Amendment; Waiver .....	34

## ARTICLE IX

### Concerning the Fiscal Agent

Section 901.	Appointment and Acceptance of Duties .....	35
Section 902.	Responsibilities .....	35
Section 903.	Evidence on Which Fiscal Agent May Act .....	35
Section 904.	Compensation .....	36
Section 905.	Resignation .....	36
Section 906.	Removal .....	36
Section 907.	Appointment of Successor .....	36
Section 908.	Transfer of Rights and Property to Successor .....	36
Section 909.	Merger or Consolidation .....	37
Section 910.	Adoption of Authentication .....	37
Section 911.	Quarterly Report .....	37

## ARTICLE X

### Amendments

Section 1001.	Amendment by Parties.....	38
Section 1002.	Filing of Counsel's Opinion .....	38

## ARTICLE XI

### Miscellaneous

Section 1101.	Defeasance .....	38
Section 1102.	Evidence of Signatures of Owners and Ownership of Bonds.....	39
Section 1103.	Preservation and Inspection of Documents .....	39
Section 1104.	Cancellation and Destruction of Bonds .....	40
Section 1105.	Parties Interested Herein .....	40
Section 1106.	No Recourse on the Bonds.....	40
Section 1107.	Severability of Invalid Provisions.....	40
Section 1108.	Notices .....	40
Section 1109.	Construction .....	41
Section 1110.	Termination.....	41
Section 1111.	Multiple Counterparts .....	41
Exhibit A	Form of Bond .....	A-1



THIS FISCAL AGENCY AGREEMENT dated as of December 22, 2009 (the "Agreement"), by and between the City of Milwaukee, a political subdivision and a municipal corporation of the State of Wisconsin (the "City"), and \_\_\_\_\_, a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, with a corporate trust office located in \_\_\_\_\_, \_\_\_\_\_, as Fiscal Agent (the "Fiscal Agent").

W I T N E S S E T H:

WHEREAS, Milwaukee Public Schools ("MPS") is a department of the City authorized to administer and operate the public schools of the City; and

WHEREAS, pursuant to Chapter 67 of the Wisconsin Statutes, the City is authorized to borrow moneys for school purposes and to evidence such borrowing by the issuance of corporate purpose bonds of the City constituting general obligations of the City; and

WHEREAS, pursuant to Section 54F of the Internal Revenue Code of 1986 (the "Code") MPS is a "large local educational agency" and, in accordance with said Section 54F and Internal Revenue Service Notice 2009-35, the City is authorized to designate and issue, in 2009, up to \$72,118,000 principal amount of "qualified school construction bonds," as defined in Section 54F of the Code (a "QSCB") for financing capital projects for school purposes (the "Project"); and

WHEREAS, pursuant to Section 54A of the Code, if a taxpayer holds a QSCB on one or more credit allowance dates of the QSCB during any taxable year, there is allowed a credit (the "Tax Credit") against federal income tax as determined under said Section 54A; and

WHEREAS, pursuant to resolutions adopted by the Common Council of the City, the City is authorized to issue \$57,000,000 aggregate principal amount of its general obligation bonds for school purposes as QSCBs; and

WHEREAS, pursuant to Common Council Resolution File Number 090814; adopted on December 1, 2009 and Resolution Number 091203-1 adopted by the Commissioners of the Public Debt of the City on December 3, 2009, the City has (i) authorized and sold the \$\_\_\_\_\_ principal amount of General Obligation Qualified School Construction Bonds, Series 2009 M6 (Tax Credit) (the "Bonds") of the City for financing Project costs, (ii) designated the Bonds as qualified school construction bonds under Section 54F of the Code and (iii) pursuant to Section 54A of the Code has authorized a separation of the ownership of each Bond and the entitlement to the Tax Credit under Section 54A of the Code with respect to that Bond; and

WHEREAS, the City and the Fiscal Agent are entering into this Agreement in order to enhance the marketability of the Bonds; to administer a sinking fund for the payment of the principal of the Bonds; to provide for the execution and authentication of the Bonds and to provide for the sale of the Tax Credits with respect to the Bonds; and

NOW, THEREFORE, the City and the Fiscal Agent hereby agree as follows:

## ARTICLE I

### Definitions and Construction

**Section 101. Definitions.** The following terms shall, for all purposes of this Agreement, have the following meanings unless a different meaning clearly appears from the context:

*“Accountable Event of Loss of Qualified School Construction Bond Status”* means (i) any act or any failure to act on the part of the City constituting a breach of a covenant or agreement of the City contained in the Agreement or the Tax Agreement, which causes the Bonds to lose their status, or fail to qualify, as “qualified school construction bonds” within the meaning of Section 54F of the Code, or (ii) the making by the City of any representation contained in the Agreement, the Tax Agreement or the Bonds, as applicable, which was untrue when made and the untruth of which representation at such time causes the Bonds to lose their status, or fail to qualify, as “qualified school construction bonds” within the meaning of Section 54F of the Code.

*“Agreement”* means this Fiscal Agency Agreement.

*“Annual Sinking Fund Payment”* means, with respect to each year, the required deposit to the Sinking Fund determined pursuant to Section 504.

*“Authorized Denomination”* means (i) with respect to Bonds, Interest Bearing Bonds and Principal Strip Certificates thereof, \$40,000 or any integral multiple thereof; and (ii) with respect to Tax Credit Certificates and Cash Interest Certificates for any single Tax Credit Allowance Date, \$\_\_\_\_\_, which is an amount equal to twenty-five percent (25%) of the product of (A) \$40,000 and (B) the Tax Credit Rate, or any integral multiple thereof; provided, however that the Authorized Denomination for Tax Credit Certificates with respect to the first Tax Credit Allowance Date shall be \$\_\_\_\_\_.

*“Authorized Officer”* means the City Comptroller, the Deputy City Comptroller and any other officer or employee of the City authorized to perform specific acts or duties hereunder.

“*Available Project Proceeds*” means (A) the excess of (i) the proceeds of sale of the Bonds, over (ii) the issuance costs financed by the Bonds (to the extent that such costs do not exceed two percent of such proceeds), and (B) the proceeds from any investment of such excess.

“*Bond*” or “*Bonds*” means any one or more of the \$\_\_\_\_\_ aggregate principal amount of the General Obligation Qualified School Construction Bonds, Series 2009 M6 (Tax Credit) of the City, authenticated and delivered under and pursuant to this Agreement.

“*Cash Interest Certificates*” means the certificates executed and delivered in accordance with Section 806(A), from and after the Tax Credit Conversion Date, which certificates evidence the entitlement of the Owner thereof to the Cash Interest Payment Components with respect to any Bond that has been converted into an Interest Bearing Bond, the Cash Interest Payment Components related to which has been separated therefrom pursuant to the Agreement. The maximum face amount of Cash Interest Certificates with respect to any single Cash Interest Payment Date shall not exceed \$\_\_\_\_\_ (being twenty-five percent (25%) of the product of (i) the maximum principal amount of Interest Bearing Bonds, or \$\_\_\_\_\_, and (ii) the Tax Credit Rate).

“*Cash Interest Payment Component*” means, with the exception of the cash interest payments relating to the Supplemental Coupon, any cash interest payment with respect to any Interest Bearing Bond.

“*Cash Interest Payment Date*” means, with respect to Interest Bearing Bonds and Cash Interest Certificates, March 15, June 15, September 15 and December 15 in each year, commencing on the March 15, June 15, September 15 or December 15 immediately following the Tax Credit Conversion Date, during which the Interest Bearing Bonds are outstanding.

“*City*” means the City of Milwaukee, a municipal corporation of the State of Wisconsin.

“*Code*” or “*Code and Regulations*” means the Internal Revenue Code of 1986, and the regulations promulgated or proposed pursuant thereto as the same may be in effect from time to time.

“*Construction Fund*” means the Construction Fund established in Section 501.

“*Cost of Construction*” means with respect to the Project, the cost of construction, rehabilitation, or repair of a public school facility; the cost of acquisition of land on which such facility is to be constructed with part of the proceeds of the Bonds, and costs of acquisition of equipment to be used in such portion or portions of the public school facility that is being constructed, rehabilitated or repaired with the proceeds of the Bonds.

“*Counsel’s Opinion*” means an opinion signed by an attorney or firm of attorneys of recognized standing in the area of law to which the opinion relates, who may be counsel to the City (including the City Attorney).

“*Current Funds*” means moneys which are immediately available in the hands of the payee at the place of payment.

“*Date of Determination of Loss of Qualified School Construction Bond Status*” means the date on which the IRS or a court of competent jurisdiction has issued to the City a Determination of Loss of Qualified School Construction Bond Status.

“*Date of Loss of Qualified School Construction Bond Status*” means the date specified in a Determination of Loss of Qualified School Construction Bond Status as the date from and after which the Bonds lost their status, or failed to qualify, as “qualified school construction bonds” as defined in Section 54F of the Code as a result of an Accountable Event of Loss of Qualified School Construction Bond Status.

“*Defeasance Obligations*” means Government Obligations which are not subject to redemption other than at the option of the holder thereof.

“*Determination of Loss of Qualified School Construction Bond Status*” means (i) a final determination by the IRS (after the City has exhausted or waived all administrative and judicial appeal remedies) determining that an Accountable Event of Loss of Qualified School Construction Bond Status has occurred and specifying the Date of Loss of Qualified School Construction Bond Status and the amount of Bonds that are subject to the Accountable Event of Loss of Qualified School Construction Bond Status, or (ii) a non-appealable holding by a court of competent jurisdiction holding that an Accountable Event of Loss of Qualified School Construction Bond Status has occurred and specifying the Date of Loss of Qualified School Construction Bond Status.

“*DTC*” means The Depository Trust Company, as securities depository for the Bonds and the Tax Credit Certificates.

“*DTC Participant*” shall mean any securities broker or dealer, bank, trust company, clearing corporation or other organization depositing Bonds with DTC pursuant to the book-entry only system described in Section 203.

“*Expenditure Termination Date*” means December 22, 2012, the third anniversary date of the date of issuance of the Bonds, and the last date of the “expenditure period” as defined in Section 54A(d)(2)(B)(ii) of the Code or, upon the extension of such “expenditure period” pursuant to Section 54A(d)(2)(B)(iii) of the Code, the last day of the “expenditure period” as so extended.

“*Fiscal Agent*” or “*Fiduciary*” means \_\_\_\_\_, as fiscal agent under the Agreement and its successors and assigns.

*“Government Obligations”* means any direct obligations of the United States of America.

*“Interest Bearing Bonds”* means the Bonds from and after the Tax Credit Conversion Date, if any.

*“IRS”* means the Internal Revenue Service of the United States Department of the Treasury.

*“Investment Securities”* means any of the following securities or investments authorized by law as permitted investments of City funds at the time of purchase thereof; provided, however that moneys held in the Debt Service Fund and the Sinking Fund may only be invested in accordance with Section 67.11 of the Wisconsin Statutes:

(i) Government Obligations;

(ii) obligations of any of the following federal agencies, which obligations are fully guaranteed by the full faith and credit of the United States of America:

- Export-Import Bank
- Rural Economic Community Development Administration
- U.S. Maritime Administration
- Small Business Administration
- U.S. Department of Housing & Urban Development (PHAs)
- Federal Housing Administration
- Federal Financing Bank
- Interest Strips of the Resolution Funding Corporation
- Government National Mortgage Association

(iii) [Reserved]

(iv) U.S. dollar denominated deposit accounts, federal funds and bankers’ acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of “P-1” by Moody’s Investors Service and “A-1” or “A-1+” by Standard & Poor’s and maturing not more than 360 calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(v) commercial paper which is rated at the time of purchase in the single highest classification, “P-1” by Moody’s Investors Service and “A-1+” by Standard & Poor’s and which matures not more than 270 calendar days after the date of purchase;

(vi) investments in a money market fund rated “AAAm” or “AAAm-G” or better by Standard & Poor’s and rated “Aaa” by Moody’s Investors Service;

(vii) pre-refunded municipal obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and which are rated, based on an irrevocable escrow account or fund (the “escrow”), in the highest rating category of Moody’s Investors Service and Standard & Poor’s or any successors thereto; or (B) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or Defeasance Obligations, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (vii) on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate; and

(viii) general obligations of states or municipalities with a rating of the general obligation of the City or higher by both Moody’s Investors Service and Standard & Poor’s.

“*Letter of Representations*” means the Blanket Issuer Letter of Representations dated June 22, 1995, between the City and DTC, as the same may from time to time be supplemented and amended.

“*MPS*” means the Milwaukee Public Schools, a department of the City.

“*Outstanding*,” when used with reference to Bonds (except in the defined term “Tax Credit Allowance Date”), means, as of any date, all Bonds theretofore or thereupon being authenticated and delivered under this Agreement except:

(i) Any Bonds canceled at or prior to such date;

(ii) Bonds (or portions of Bonds) for the payment or redemption of which moneys and/or Defeasance Obligations, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or date fixed for redemption, are held in trust under this Agreement and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given as in Article IV provided or

provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice;

(iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to the Agreement; and

(iv) Bonds deemed to have been paid as provided in Section 1101.

“*Owner*” means (i) with respect to a Bond or Interest Bearing Bond, the Person in whose name such Bond is registered and (ii) with respect to any Principal Strip Certificate, Tax Credit Certificate, or Cash Interest Certificate, the Person in whose name such Principal Strip Certificate, Tax Credit Certificate or Cash Interest Certificate shall be registered.

“*Person*” means and includes an association, unincorporated organization, a corporation, a partnership, a limited liability corporation, a joint venture, a business trust, or a government or an agency or a political subdivision thereof, or any other public or private entity, or a natural person.

“*Principal Component*” means any principal payment with respect to any Bond or Interest Bearing Bond.

“*Principal Strip Certificates*” means certificates executed and delivered by the City in accordance with Section 803, which certificates evidence the entitlement of the Owner thereof to the Principal Component with respect to any Bond or Interest Bearing Bond, as applicable, the Tax Credit Component or Cash Interest Payment Component related to which have been separated therefrom pursuant to Section 803.

“*Project*” means the construction, rehabilitation, or repair of a public school facility, the acquisition of land on which such public school facility is to be constructed and the acquisition of equipment to be used in such portion or portions of the public school facility that is being constructed, rehabilitated or repaired with the proceeds of the Bonds or other QSCBs, all to the extent that the improvement of such public school facility has been approved by MPS.

“*Project Costs*” means the cost of acquisition, construction and equipping of the Project, including the costs of issuance of the Bonds, interest during construction, the cost of engineering and legal expenses, plans, specifications, other expenses necessary or incident to constructing any portion of the Project and such other costs, expenses and funding as may be necessary or incident to the construction of the Project, all to the extent, but only to the extent, such costs may be funded with the proceeds of QSCBs under Section 54A and Section 54F of the Code.

“*Qualified School Construction Bond*” or “*QSCB*” means any “qualified school construction bond” as defined in Section 54F(a) of the Code.

“*Rating Services*” means each and every one of the nationally recognized rating services that shall have assigned ratings to any Bonds Outstanding as requested by or on behalf of the City, and which ratings are then currently in effect.

“*Record Date*” means, with respect to the Bonds, the last day (whether or not a Business Day) of the calendar month immediately preceding each interest payment date.

“*Redemption Price*” means, with respect to any Bond, the principal thereof plus the applicable premium, if any, payable upon the date fixed for redemption.

“*SLGs*” means United States Treasury Certificates of Indebtedness, Notes and Bonds State and Local Government Series.

“*Supplemental Coupon*” means the interest which the Bonds bear (at the Supplemental Coupon Rate) at the time of the issuance thereof (and which Interest Bearing Bonds and the Principal Strip Certificates related to which will continue to bear from and after the Tax Credit Conversion Date, if any).

“*Supplemental Coupon Rate*” means \_\_\_\_\_% per annum.

“*Tax Agreement*” means the Tax Compliance Agreement, dated the date of issuance of the Bonds, executed by the City and the Fiscal Agent.

“*Tax Credit*” means the entitlement of a taxpayer to recognize a credit against the tax imposed by Chapter 1 of the Code.

“*Tax Credit Allowance Date*” means, with respect to Bonds, each March 15, June 15, September 15 and December 15 of each year beginning on March 15, 2010 and ending on the maturity date thereof unless such Bonds shall have been converted to Interest Bearing Bonds.

“*Tax Credit Certificates*” means the certificates executed and delivered in accordance with Section 803, which certificates evidence the entitlement of the Owner thereof to the Tax Credits with respect to any Bond, the Principal Components related to which have been separated therefrom. The maximum amount of a Tax Credit Certificate with respect to any single Tax Credit Allowance Date shall not exceed \$\_\_\_\_\_ (being twenty-five percent (25%) of the product of (i) the initial principal amount of the Bonds and (ii) the Tax Credit Rate).

“*Tax Credit Component*” means the component of each Bond relating to the Tax Credits.

“*Tax Credit Conversion Date*” means (i) the March 15 following the next succeeding October 1 after the Date of Determination of Loss of Qualified School Construction Bond Status, or (ii) after the receipt by the Fiscal Agent of a written notice from the City of its election to convert the Bonds to Interest Bearing Bonds as provided



in Section 806(A) hereof in connection with the defeasance of the Bonds, the March 15, June 15, September 15 or December 15 immediately preceding the date the Bonds are defeased.

“*Tax Credit Program*” means the program for allocating Tax Credits and authorizing the issuance of Qualified School Construction Bonds promulgated under Sections 54A and 54F of the Code.

“*Tax Credit Rate*” means \_\_\_\_\_%, the Tax Credit Rate for the Bonds established by the United States Department of Treasury.

**Section 102. Miscellaneous Definitions.** As used herein, and unless the context shall otherwise indicate, the words “Bond,” “Owner” and “Person” shall include the plural as well as the singular number.

As used herein, the terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Agreement.

Unless the context shall otherwise indicate, references herein to articles, sections, subsections, clauses, paragraphs and other subdivisions refer to the designated articles, sections, subsections, clauses, paragraphs and other subdivisions of this Agreement as originally executed.

## ARTICLE II

### Terms of Bonds

**Section 201. Terms of Bonds.** (A) The Bonds have been authorized to be issued by the City in the aggregate principal amount of \$\_\_\_\_\_,000 to finance the Costs of Construction of the Project and to pay costs in connection with the issuance of the Bonds. The Bonds constitute a single series of Bonds of the City and shall be designated as, and shall be distinguished from any other bonds, by the title: “General Obligation Qualified School Construction Bonds, Series 2009 M6 (Tax Credit).”

(B) The Bonds shall be issued only in fully registered form without coupons and shall be dated December 22, 2009. Each Bond shall bear interest from the interest payment date to which interest has been paid as of the date on which it is authenticated or if it is authenticated prior to the first date on which interest is to be paid, from December 22, 2009, which interest shall be payable on March 15, June 15, September 15 and December 15 of each year, commencing March 15, 2010 and computed on the basis of a 360-day year consisting of twelve 30-day months. The Bonds shall mature on December 15, 20\_\_\_. The Bonds shall bear interest at the Supplemental Coupon Rate; *provided, however*, that the Bonds shall bear interest at a rate per annum equal to the sum

of the Supplemental Coupon Rate and the Tax Credit Rate from and after the Tax Credit Conversion Date.

(C) The Bonds shall be in denominations of \$40,000 or any integral multiple of \$40,000 and each Bond shall be numbered consecutively but need not be authenticated or delivered in consecutive order. The Bonds and the Certificate of Authentication shall be in substantially the form set forth in *Exhibit A* attached hereto and by reference made a part hereof with such variations, omissions or insertions as are required or permitted by this Agreement.

(D) The principal and Redemption Price of the Bonds shall be payable at the designated corporate trust offices of the Fiscal Agent, in the City of \_\_\_\_\_, \_\_\_\_\_. Interest on the Bonds shall be payable by check or bank draft mailed or delivered by the Fiscal Agent to the Owners as the same appear on the registration books of the City maintained by the Fiscal Agent as of the Record Date or, at the option of any Owner, by wire transfer of Current Funds to such bank in the continental United States as said Owner shall request in writing to the Fiscal Agent.

(E) The Bonds shall be initially issued in the form of a separate single fully registered Bond. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Fiscal Agent in the name of Cede & Co., as nominee of DTC, and except as hereinafter provided, the ownership of all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Fiscal Agent shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Fiscal Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in any Bond, (ii) the delivery to any DTC Participant or any other Person, other than the Owner of any Bond, of any notice with respect to such Bond, including without limitation any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than the Owner of any Bond, of any amount with respect to principal or Redemption Price of or interest on such Bond. The City and Fiscal Agent shall be entitled to treat and consider the Person in whose name each Bond is registered as the absolute owner of such Bond for the purpose of payment of principal or Redemption Price and interest with respect to such Bond, for the purpose of giving notices of redemption, for the purpose of registering transfers with respect to such Bond and for all other purposes whatsoever. The Fiscal Agent shall pay all principal or Redemption Price of and interest on the Bonds only to or upon the order of the respective Owners thereof, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to satisfy and discharge fully the City's obligations with respect to payment of principal or Redemption Price of and interest on the Bonds to the extent of

the sum or sums so paid. No Person other than an Owner of a Bond shall receive a Bond certificate evidencing the obligation of the City to make payments of principal or Redemption Price of and interest on the Bonds pursuant to this Agreement.

The Owners of the Bonds have no right to the appointment or retention of a depository for such Bonds. DTC may resign or be removed as securities depository under the conditions provided in the Letter of Representations. In the event of any such resignation or removal, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer or cause the transfer of one or more separate Bond certificates to such successor securities depository or (ii) notify DTC of the availability through DTC of Bond certificates and transfer or cause the transfer of one or more separate Bond certificates to DTC Participants as DTC directs. In such event, the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the DTC shall designate, in accordance with the provisions of this Agreement.

The City has heretofore executed and delivered the Letter of Representations to DTC. So long as DTC, or its designee, is the Owner of all Bonds, the provisions set forth in the Letter of Representations shall apply to the redemption of any Bonds and to the payment of principal or Redemption Price of and interest on the Bonds, including without limitation, that: (1) presentation of Bonds to the Fiscal Agent upon redemption or at maturity shall be deemed made to the Fiscal Agent when the right to exercise ownership rights in the Bonds through DTC or DTC's Participants is transferred by DTC on its books; and (2) DTC may present notices, approvals, waivers or other communications required or permitted to be made by Owners of Bonds under this Agreement on a fractionalized basis on behalf of some or all of those Persons entitled to exercise ownership rights in the Bonds through DTC or DTC's Participants.

So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, the Fiscal Agent agrees to comply with the terms and provisions of the Letter of Representations.

Upon the separation of the ownership of the Bonds from the entitlement of the Owner thereof to the related Tax Credit or the separation of the ownership of the Interest Bearing Bonds from the entitlement of the Owner thereof to the Cash Interest Payment Component, the provisions of this Section 2.2(G) shall be supplemented by the book-entry provisions of Section 816.

**Section 202. Application of Bond Proceeds.** The net proceeds of the Bonds, upon receipt, shall be deposited as follows:

- (i) \$\_\_\_\_\_ shall be deposited into the Construction Fund;

- (ii) \$\_\_\_\_\_ shall be deposited into the Bond Fund; and
- (iii) \$\_\_\_\_\_ shall be deposited into the Expense Fund.

### **ARTICLE III**

#### **General Terms and Provisions of Bonds**

**Section 301. Medium of Payment; Letters and Numbers.** The Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Any Bonds shall be issued only in the form of fully registered Bonds without coupons. Each Bond shall be lettered and numbered as provided in this Agreement so as to be distinguished from every other Bond.

**Section 302. Execution and Authentication.** (A) The Bonds shall be executed in the name of the City by the manual or facsimile signatures of the Mayor and the City Clerk, countersigned by the manual or facsimile signature of the Comptroller and attested by the manual or facsimile signatures of the Commissioners of the Public Debt and the corporate seal of the City (or a facsimile thereof) shall be impressed, imprinted, engraved or otherwise reproduced thereon. In case any one or more of the officers who shall have signed, countersigned or attested any of the Bonds shall cease to be such officer before the Bonds so executed and sealed shall have been authenticated and delivered by the Fiscal Agent, such Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who executed such Bonds had not ceased to hold such offices. Any Bond may be signed, countersigned and attested and sealed on behalf of the City by such persons who at the time of the execution of such Bond shall hold the proper office in the City, although at the date of such Bond such persons may not have been so authorized or have held such office.

(B) The Bonds shall bear a certificate of authentication, in the form set forth in this Agreement, executed manually by the Fiscal Agent, who is appointed to act as the Fiscal Agent pursuant to Section 67.10(2) of the Wisconsin Statutes. Only such Bonds as shall bear such certificate of authentication shall be entitled to any right or benefit under this Agreement, and no such Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Fiscal Agent. Such certificate of the Fiscal Agent upon any such Bond executed on behalf of the City shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under this Agreement and that the Owner thereof is entitled to the benefits of this Agreement.

**Section 303. Exchangeability of Bonds.** Subject to the provisions of Section 306, any Bond, upon surrender at the corporate trust office of the Fiscal Agent with a written instrument of transfer satisfactory to the Fiscal Agent, duly executed by the

Owner or its duly authorized attorney, may, at the option of the Owner and upon payment of any charges which the Fiscal Agent may make as provided in Section 306, be exchanged for an equal aggregate principal amount of fully registered Bonds of the same tenor and of any other Authorized Denominations.

**Section 304. Negotiability, Transfer and Registration.** (A) Each Bond shall be transferable only upon the registration books of the City, which shall be kept for that purpose by the Fiscal Agent, by the Owner in person or by its attorney duly authorized in writing, upon surrender thereof with a written instrument of transfer satisfactory to the Fiscal Agent, duly executed by the Owner or its duly authorized attorney. Upon the transfer of any such Bond, the City shall issue in the name of the transferee a new Bond or Bonds in Authorized Denominations of the same aggregate principal amount, maturity and interest rate as the surrendered Bond.

(B) Subject to the provisions of Article VIII and the Tax Credit Program, the City and the Fiscal Agent may deem and treat the person in whose name any Bond shall be registered upon the registration books of the City as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and Redemption Price, if any, of and interest on such Bond and for all other purposes, and all such payments so made to any such Owner or upon its order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Fiscal Agent shall be affected by any notice to the contrary.

**Section 305. Provisions with Respect to Exchanges and Transfers.** In all cases in which the privilege of transferring or exchanging Bonds is exercised, the City shall execute and the Fiscal Agent shall authenticate and deliver Bonds in accordance with the provisions of this Agreement. All Bonds surrendered in any such exchanges shall forthwith be canceled by the Fiscal Agent. For any exchange or transfer of Bonds, whether temporary or definitive, the City or the Fiscal Agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid. The Fiscal Agent shall not be required to make any registration, transfer or exchange of any Bond during the period after such Bond has been called for redemption or, in the case of any proposed redemption of Bonds, during the 15 days next preceding the date of first giving notice of such redemption.

**Section 306. Bonds Mutilated, Destroyed, Stolen or Lost.** In case any Bond shall become mutilated or be destroyed, stolen or lost, the City shall execute, and thereupon the Fiscal Agent shall authenticate and deliver, a new Bond of like maturity, interest rate and principal amount as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Fiscal Agent evidence satisfactory to the Fiscal Agent that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the

City and the Fiscal Agent with indemnity satisfactory to them and complying with such other reasonable regulations as the City or the Fiscal Agent may prescribe and paying such expenses as the City and Fiscal Agent may incur. All Bonds so surrendered to the Fiscal Agent shall be canceled by the Fiscal Agent in accordance with Section 1104. Any such new Bonds issued pursuant to this Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the City, whether or not the Bonds so alleged to be destroyed, stolen or lost shall be found at any time or be enforceable by anyone, shall be entitled to equal and proportionate benefits with all other Bonds issued under this Agreement and shall be equally secured by the moneys or securities held by the City or the Fiscal Agent for the benefit of the Owners.

## **ARTICLE IV**

### **Redemption of Bonds**

**Section 401. Privilege of Redemption and Redemption Price.** Bonds subject to redemption prior to maturity pursuant to this Agreement shall be redeemable, upon notice given as provided in this Article IV, at such times, at such Redemption Prices and upon such terms, in addition to the terms contained in Article IV, as may be specified in this Agreement.

**Section 402. Extraordinary Mandatory Redemption.** The Bonds are subject to extraordinary mandatory redemption within 90 days after the Expenditure Termination Date, in whole or in part, in Authorized Denominations, at a Redemption Price of par, or a Redemption Price equal to the accreted value of the Bonds on the redemption date if the Bonds were initially sold at a price less than par, in a principal amount equal to the sum of (i) the unexpended Available Project Proceeds as of the Expenditure Termination Date and (ii) such additional amount so that the aggregate principal amount of the Bonds to be redeemed is \$40,000 or an integral multiple of \$40,000. The Fiscal Agent shall select the date of redemption, which date shall be on a March 15, June 15, September 15 or December 15 occurring within 90 days after the Expenditure Termination Date. In the event that Bonds have been exchanged for Principal Strip Certificates and Tax Credit Certificates the redemption amount shall be allocated as provided in Section 804.

**Section 403. Actions of Fiscal Agent.** Whenever by the terms of this Agreement the Fiscal Agent is required or authorized to redeem Bonds, the Fiscal Agent shall select the Bonds to be redeemed, give the notice of redemption and pay the Redemption Price thereof, plus interest accrued and unpaid to the date fixed for redemption, in accordance with the terms of Articles IV and V to the extent applicable.

**Section 404. Selection of Bonds to Be Redeemed.** If less than all of the Bonds shall be called for redemption, the Fiscal Agent shall instruct DTC to provide for the pro-rata redemption from each DTC Participant of an amount of Bonds determined by

multiplying the principal amount of the Bonds to be redeemed on the redemption date by a fraction, the numerator of which is the principal amount of such Bonds held by such DTC Participant and the denominator of which is the principal amount of all of the Bonds Outstanding immediately prior to the date the Bonds are selected for redemption, and then rounding the product down to the next lower integral multiple of \$40,000. Any remaining proceeds shall be applied to the redemption of Bonds by lot and in Authorized Denominations as determined by DTC.

**Section 405. Notice of Redemption.** When redemption of Bonds is authorized or required pursuant to Section 402, the Fiscal Agent shall give notice, in the name of the City, of the redemption of such Bonds, which notice shall specify the Bonds to be redeemed, the date fixed for redemption and the place or places where amounts due upon such date fixed for redemption will be payable and, if less than all of the Bonds are to be redeemed, the letters and numbers or other distinguishing marks of such Bonds so to be redeemed, and, in the case of Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable the Redemption Price of each Bond to be redeemed, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued to the date fixed for redemption, and that from and after such date interest thereon shall cease to accrue and be payable. The Fiscal Agent shall mail copies of such notice by first-class mail, postage prepaid, not more than 60 days nor less than 30 days before the date fixed for redemption, to the Owners of the Bonds to be redeemed at their addresses as shown on the registration books of the City maintained by the Fiscal Agent. If the Fiscal Agent mails notices of redemption as herein provided, notice shall be conclusively presumed to have been given to all Owners.

**Section 406. Payment of Redeemed Bonds.** Notice having been given in the manner provided in Section 405, the Bonds or portions thereof so called for redemption shall become due and payable on the date fixed for redemption at the Redemption Price, plus interest accrued and unpaid to such date, and, upon presentation and surrender thereof at any place specified in such notice, such Bonds, or portions thereof, shall be paid at the Redemption Price, plus interest accrued and unpaid to such date. If there shall be called for redemption less than all of a Bond, the City shall execute and the Fiscal Agent shall authenticate and deliver, upon the surrender of such Bond, without charge to the Owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered, fully registered Bonds of like tenor in any Authorized Denominations. If, on the date fixed for redemption, moneys for the redemption of all the Bonds or portions thereof of any like tenor to be redeemed, together with interest to such date, shall be held by the Fiscal Agent so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the date fixed for redemption, interest on the Bonds or portions thereof of so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the date fixed for

redemption, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

## **ARTICLE V**

### **Establishment of Funds and Applications Thereof**

**Section 501. Establishment of Funds.** The City hereby establishes the Debt Service Fund, the Sinking Fund, and the Expense Fund, each of which shall be a special fund of the City held in trust by the Fiscal Agent. The Debt Service Fund and the Sinking Fund shall be included as a part of the “Debt Service Fund” of the City established and maintained by the City pursuant to Section 67.11 of the Wisconsin Statutes. The City hereby establishes the Construction Fund as a special fund of the City to be held by the City. The City hereby establishes the Interest Account and the Redemption Account as special accounts within the Debt Service Fund.

**Section 502. Construction Fund.** (A) The City shall make payment of the Cost of Construction of the Project from the Construction Fund as provided in this Section. All payments from the Construction Fund shall be subject to the provisions and restrictions set forth in this Section.

(B) The City shall, during and upon completion of construction of the Project, make payments from the Construction Fund, in the amounts, at the times, in the manner, and on the other terms and conditions set forth in this Section. Before any such payment shall be made, MPS shall file with the City:

(1) its requisition therefor, stating in respect of each payment to be made: (a) the name of the person, firm or corporation to whom payment is due, (b) the amount to be paid, and (c) in reasonable detail the purpose for which the obligation was incurred; and

(2) its certificate attached to the requisitions certifying: (a) that obligations in the stated amounts have been incurred by MPS in or about the construction of the Project, and that each item thereof is a proper charge against the Construction Fund and is a proper Cost of Construction and has not been paid, and (b) that such requisition contains no item representing payment on account of any retained percentages which MPS is at the date of such certificate entitled to retain.

Upon receipt of each such requisition and accompanying certificates the City shall transfer to, or upon the order of, MPS, an amount equal to the total of the amounts to be paid as set forth in such requisition, the amounts to be used solely for the payment of the obligations set forth in such requisition.



(C) On or before the Expenditure Termination Date, the City shall withdraw from the Construction Fund and pay to the Fiscal Agent for deposit into the Redemption Account any balance in the Construction Fund.

**Section 503. Expense Fund.** The moneys held in the Expense Fund shall be expended for the payment of the costs of issuance of the Bonds. On June 15, 2010 any sum remaining, including interest thereon, in the Expense Fund shall be withdrawn by the Fiscal Agent and paid to the City for deposit into the Construction Fund.

**Section 504. Deposits by City.** (A) On or prior to each interest payment date, the City shall pay to the Fiscal Agent for deposit into the Interest Account of the Debt Service Fund a sum sufficient to provide for the punctual payment of the interest on the Bonds due on such interest payment date. On or prior to each redemption date of any Bonds, the City shall pay to the Fiscal Agent for deposit into the Interest Account a sum sufficient to provide for the punctual payment of the interest on such Bonds due on such redemption date.

(B) On or prior to December 15 of the following years the City shall pay cash or Investment Securities to the Fiscal Agent for deposit into the Sinking Fund the following annual amounts, subject to adjustment as provided in paragraph (C) of this Section, constituting mandatory Annual Sinking Fund Payments for the retirement at maturity of the Bonds:

<u>December 15</u>	<u>Sinking Fund Payment</u>
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	

(C) If Bonds are redeemed prior to maturity by extraordinary mandatory redemption pursuant to Section 402, then the Annual Sinking Fund Payment for each year shall be reduced as directed by the City in accordance with Section 54(d)(4)(C) of the Code, or, in the absence of such direction, by the amount obtained by multiplying the

Annual Sinking Fund Payment set forth for such year in paragraph (B) of this Section by a fraction the numerator of which is the principal amount of Bonds redeemed pursuant to such extraordinary mandatory redemption and the denominator of which is the principal amount of Bonds Outstanding as of the time immediately prior to such redemption.

(D) The City shall make the scheduled annual deposits to the Sinking Fund in accordance with paragraphs (B) and (C) of this Section whenever the aggregate amount held in the Sinking Fund is less than the principal amount of Bonds Outstanding. The City may suspend such deposits whenever the sum of the cash and the maturity value of the Investment Securities held in the Sinking Fund equals or exceeds the principal amount of Outstanding Bonds.

**Section 505. Debt Service Fund.** (A) The Fiscal Agent shall pay (i) out of the Interest Account on each interest payment date or redemption date, as applicable, for any of the Outstanding Bonds, the amount required for the interest payable on such date; (ii) out of the Redemption Account on each applicable redemption date amount required for the payment of the Redemption Price of such Outstanding Bonds then to be redeemed. Such amounts shall be paid to the Owners of the Outstanding Bonds by the Fiscal Agent for the aforesaid purposes on the due dates thereof.

(B) The moneys paid into the Redemption Account from the Construction Fund pursuant to Section 502(C) shall be applied by the Fiscal Agent for the redemption of the Bonds in accordance with the provisions of Section 54A(d)(2)(B) of the Code. Within ten days following the Expenditure Termination Date, the Fiscal Agent shall establish the redemption date. The amounts held in the Redemption Account shall be applied to pay the Redemption Price of such Bonds. The accrued interest on such Bonds to the date fixed for their redemption shall be paid from the Interest Account.

(C) Moneys held in the Accounts of the Debt Service Fund shall be invested as provided in Section 603(A). Investment income earned as a result of such investment shall be retained in said Accounts.

**Section 506. Sinking Fund.** (A) The moneys in the Sinking Fund shall be used for the payment of the principal of the Bonds due on December 15, 20\_\_ and on December 15, 20\_\_ the Fiscal Agent shall pay out of the Sinking Fund the sum equal to the principal amount of the Bonds then Outstanding. Such amount shall be paid to the Owners of the Outstanding Bonds.

(B) Moneys held in the Sinking Fund shall be invested as provided in Section 603(A). Investment income earned in such investment shall be retained in the Sinking Fund; *provided, however*, that if on any date the sum held in the Sinking Fund exceeds the principal amount of the Outstanding Bonds, then the amount of such excess, at the direction of the City expressed in a certificate of an Authorized Officer of the City, may be withdrawn from the Sinking Fund free from the lien of this Agreement.

(C) If on any interest payment date or redemption date the amount held in the Interest Account is not sufficient to pay the interest on the Bonds payable on such date, the Fiscal Agent shall withdraw from the Sinking Fund and deposit into the Interest Account a sum sufficient to cure such deficiency.

(D) Any investment of moneys in the Sinking Fund is subject the investment yield limitations set forth in Section 54A(d)(4)(C) and 54(A)(d)(5)(B) of the Code.

**Section 507. City to Cure Deficiency.** If on the business day immediately prior to any interest payment date or principal payment date the sums held under the Agreement for the payment of such interest or principal shall be less than sums required for the punctual payment of the interest payable on such interest payment date or the principal payment on such principal payment date, then the Fiscal Agent shall notify the City of such deficiency and the City shall apply any available fund to cure such deficiency.

## **ARTICLE VI**

### **Depositories, Security for Deposits and Investments of Funds**

**Section 601. Depositories.** All moneys held by the Fiscal Agent under the provisions of this Agreement may be deposited with one or more financial institutions selected by an Authorized Officer of the City in the name of and in trust for the Fiscal Agent. All moneys held by the City under this Agreement shall be deposited in one or more financial institutions (selected by an Authorized Officer of the City) in the name of the City. All moneys deposited under the provisions of this Agreement with the Fiscal Agent, the City or any financial institution shall be held in trust and applied only in accordance with the provisions of this Agreement, and each of the Funds or Accounts established by this Agreement shall be a trust fund.

**Section 602. Deposits.** (A) All moneys held by any financial institution under this Agreement may be placed on demand or time deposit, as directed by an Authorized Officer of the City, provided that such deposits shall permit the moneys so held to be available for use when needed. Any such deposit may be made in the commercial banking department of the Fiscal Agent which may honor checks and drafts on such deposit as if it were not the Fiscal Agent. All moneys held by the Fiscal Agent may be deposited in its banking department on demand or, if and to the extent directed by an Authorized Officer of the City, on time deposit, provided that such moneys on deposit be available for use when needed. The Fiscal Agent shall allow and credit on such moneys such interest, if any, as it customarily allows upon similar funds of similar size.

(B) All moneys on deposit to the credit of the Debt Service Fund and the Sinking Fund not otherwise secured by deposit insurance shall be continuously and fully secured by the Fiscal Agent for the benefit of the City by lodging with the Fiscal Agent

as collateral security, Government Obligations having a market value (exclusive of accrued interest) of not less than the amount of such moneys.

**Section 603. Investment of Certain Moneys.** (A) Moneys held in the Debt Service Fund and its Accounts and in the Sinking Fund shall be invested and reinvested by the Fiscal Agent at the oral direction of an Authorized Officer of the City promptly confirmed in writing to the fullest extent practicable in Investment Securities meeting the requirements of Section 67.11 of the Wisconsin Statutes, which mature no later than necessary to provide moneys when needed for payments to be made from such Funds or Accounts. In the event that no such directions are received by the Fiscal Agent, such amounts shall be invested in Government Obligations, pending receipt of investment directions. The Fiscal Agent may make any and all such investments through its own investment department or that of its affiliates or subsidiaries.

(B) Moneys held in two or more Funds or Accounts may be jointly invested in one or more Investment Securities, provided that such investment complies with all the terms and conditions hereof relating to the investment of moneys in such Funds or Accounts, as the case may be, and the City maintains books and records as to the allocation of such investment as among such Funds or Accounts. Investment income from investments held in the various Funds or Accounts shall remain in and be a part of the respective Funds or Accounts in which such investments are held, except as otherwise provided in this Agreement.

**Section 604. Valuation and Sale of Investments.** (A) Investment Securities in any Fund or Account created under the provisions of this Agreement shall be deemed at all times to be part of such Fund or Account and any profit realized from the liquidation of such investment shall be credited to such Fund or Account and any loss resulting from liquidation of such investment shall be charged to such Fund or Account.

(B) Valuations of Investment Securities held in the Funds or Accounts shall be made by the Fiscal Agent as often as may be necessary to determine the amounts held therein. In computing the amounts in such Funds or Accounts and Investment Securities therein shall be valued as provided in subsection (C) of this Section.

(C) The value of Investment Securities shall mean the fair market value thereof, *provided, however*, that all SLGs shall be valued at par and those obligations which are redeemable at the option of the holder shall be valued at the price at which such obligations are then redeemable.

(D) Except as otherwise provided in this Agreement, the Fiscal Agent at the direction of an Authorized Officer of the City shall sell at the best price reasonably obtainable, or present for redemption, any Investment Security held in any Fund or Account held by the Fiscal Agent whenever it shall be necessary to provide moneys to meet any payment or transfer from such Fund or Account as the case may be. The Fiscal

Agent shall not be liable or responsible for making any such investment in the manner provided above or for any loss resulting from any such investment.

## **ARTICLE VII**

### **Particular Covenants and Representations of the City**

**Section 701. Authorization for Agreement.** This Agreement is executed and delivered by the City by virtue of and pursuant to Section 67.10(6) of the Wisconsin Statutes. The City has ascertained and hereby determines and declares that the execution and delivery of this Agreement is necessary to meet the public purposes of the City and MPS, that each and every act, matter, thing or course of conduct as to which provision is made herein is necessary or convenient in order to carry out and effectuate such purposes of the City and MPS and to carry out their powers and is in furtherance of the public benefit and welfare and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to provide for the issuance the Bonds and are contracts or agreements necessary, useful or convenient to carry out and effectuate the corporate purposes of the City.

**Section 702. Agreement to Constitute Contract.** In consideration of the purchase and acceptance of Bonds by those who shall hold the same from time to time, the provisions of this Agreement shall be a part of the contract of the City with the Owners and shall be deemed to be and shall constitute a contract between the City, the Fiscal Agent and the Owners. The City covenants and agrees with the Owners that it will faithfully perform all of the covenants and agreements contained in this Agreement and in the Bonds and the Tax Credit Certificates.

**Section 703. QSCBs Designation of Bonds.** In accordance with the requirements of Sections 54A and 54F of the Code, the City hereby designates the \$\_\_\_\_\_,000 aggregate principal amount of the Bonds as Qualified School Construction Bonds.

**Section 704. QSCB Status.** In order to maintain the status of the Bonds as QSCBs under Section 54F of the Code, the City shall comply, and shall cause MPS to comply, with the provisions of the Code applicable to QSCBs, including without limitation (i) Sections 54A and 54F of the Code, and (ii) the provisions of the Code relating to the computation of the yield on investments of the “gross proceeds” of an issue of QSCBs, as such term is defined in the Code, reporting of the earnings on such gross proceeds and rebates of earnings on such gross proceeds to the Department of the Treasury of the United States of America, to the extent such provisions apply to an issue of QSCBs. In furtherance of the foregoing, the City shall comply with the provisions of the Tax Agreement.

The City shall not take any action or fail to take any action which would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code; nor shall any part of the proceeds of the Bonds or any other funds of the City be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Bond to be an “arbitrage bond” within the meaning of Section 148(a) of the Code.

The City shall make any and all payments required to be made to the United States Department of the Treasury in connection with the Bonds pursuant to Section 148(f) of the Code.

**Section 705. Use of Proceeds.** The City acknowledges and agrees that 100% of the Available Project Proceeds of the Bonds are required by Sections 54A and 54F of the Code to be used to pay or reimburse the payment of qualifying public school facility expenditures paid after October 26, 2009 for the construction, rehabilitation or repair of public school facilities, including the acquisition of (A) land on which facilities financed with the proceeds of the Bonds are to be constructed, and/or (B) equipment to be used within the portion or portions of the facilities financed with the proceeds of the Bonds.

**Section 706. Limitation on Legal Defeasance.** The City shall not cause all or any portion of the Bonds to be legally defeased and deemed paid within the meaning and effect expressed in Section 1101 unless, prior thereto, (i) the City shall have obtained a ruling from the IRS to the effect that such legal defeasance of all or a portion of the Bonds will not cause a loss of the associated Tax Credits, or (ii) the IRS shall have promulgated regulations, or published a letter ruling, tax advice memorandum or official pronouncement that the legal defeasance of QSCBs will not cause a loss of Tax Credits, or (iii) the City shall have elected to convert the Bonds to be defeased into Interest Bearing Bonds. Any such defeasance pursuant to clause (iii) must occur at least 46 days prior to the Tax Credit Allowance Date immediately following such defeasance.

**Section 707. Purchase Prohibited.** The City agrees that prior to the Tax Credit Conversion Date it will not purchase, hold or own any Bonds, Principal Strip Certificates or Tax Credit Certificates.

## **ARTICLE VIII**

### **Tax Credit Program**

**Section 801. Authorization of Tax Credit Program.** The Bonds shall be issued in a form that permits the separation, under the Tax Credit Program, of the ownership of the Principal Component of a Bond from the entitlement of the Owner thereof to the related Tax Credits. This Article VIII provides for the terms and conditions pursuant to which: (i) the ownership of the Principal Component of a Bond may be separated from the ownership of the related Tax Credit Component; (ii) the ownership of the Principal Component of an Interest Bearing Bond may be separated from the ownership of the

related Cash Interest Payment Component; (iii) the ownership of Principal Strip Certificates and Tax Credit Certificates may be recombined into Bonds; (iv) the ownership of Principal Strip Certificates and Cash Interest Certificates may be recombined into Interest Bearing Bonds; and (v) Bonds may be converted into Interest Bearing Bonds.

**Section 802. Tax Credit Rate.** Except as otherwise provided in Section 806 hereof, the Owner of a Bond on each Tax Credit Allowance Date, or the Owner of the applicable Tax Credit Certificate stripped from such Bond pursuant to Section 803 hereof, shall be entitled to claim a Tax Credit on such Tax Credit Allowance Date. Under the provisions of the Code as in effect on the date of issuance of the Bonds, the Tax Credit due on each such Tax Credit Allowance Date will be in an amount equal to twenty-five percent (25%) of the product of (i) the principal amount of such Bond and (ii) the Tax Credit Rate. The amount of any Tax Credit for the first Tax Credit Allowance Date shall be pro rated by the number of days from December 22, 2009, the date of delivery of the Bonds, to the first Tax Credit Allowance Date in accordance with the Code. A similar rule of pro ration shall apply upon any redemption of the Bonds prior to maturity.

Owners of Bonds and Tax Credit Certificates are, and the City shall not be, responsible for calculating and claiming any Tax Credit as of any Tax Credit Allowance Date and in the manner specified in the Code, except as may be required by regulations promulgated in connection with Qualified School Construction Bonds.

### **Section 803. Stripping of Tax Credits.**

(A) At any time, by written request to the Fiscal Agent in the form attached hereto as Attachment I-A (the “*Tax Credit Strip Request*”), the Owner of (or, with respect to Bonds in DTC book-entry form (notwithstanding anything in Section 816 hereof to the contrary), the DTC Participant for) a Bond may, upon presentation of such Bond, direct the Fiscal Agent to authenticate and deliver: (i) a Principal Strip Certificate in a principal amount equal to the principal amount of the Bonds to be so separated and (ii) Tax Credit Certificates representing the entitlement to the allocable Tax Credits with respect to such Bonds. The form of the Tax Credit Strip Request may be modified or amended by the Fiscal Agent with the prior written consent of the City.

(B) Upon the receipt of a request and the presentation pursuant to paragraph (A) of this Section, the Fiscal Agent shall: (i) authenticate and deliver to or upon the order of the Owner so requesting, Principal Strip Certificates in a face amount equal to the principal amount of the related Bond so presented; (ii) authenticate and deliver to or upon the order of the Owner so requesting, Tax Credit Certificates for each remaining Tax Credit Allowance Date in accordance with this Article VIII, in a face amount equal to twenty-five percent (25%) of the product of (A) the principal amount of the related Bond so presented and (B) the Tax Credit Rate; and (iii) contemporaneously with the

delivery thereof, reduce, by the amount so converted the amount of Bonds that have not been stripped.

(C) The Principal Strip Certificate shall be executed and delivered as a fully registered Principal Strip Certificate in an amount corresponding to an Authorized Denomination and in an amount equal to the principal amount of the related Bonds presented.

(D) The Tax Credit Certificates shall be executed and delivered as fully registered Tax Credit Certificates, in face amounts corresponding to Authorized Denominations and in an amount for each equal to twenty-five percent (25%) of the product of (i) the principal amount of the related Bonds presented and (ii) the Tax Credit Rate. To the extent required by DTC, new CUSIP numbers shall be obtained for each Tax Credit Certificate.

(E) Upon the separation, if any, of the ownership of the Principal Component of a Bond from the entitlement of the Owner thereof to the related Tax Credits, the Owner of the Principal Strip Certificate related thereto shall be entitled to the Supplemental Coupon related to such Bond.

(F) Notwithstanding the separation, if any, of the ownership of the Principal Component of a Bond from the entitlement of the Owner thereof to the related Tax Credit Component, the previously combined Bond shall remain Outstanding and the ownership of Principal Strip Certificates evidencing the rights to the related Principal Components and the Supplemental Coupon related thereto and the ownership of the Tax Credit Certificates evidencing the rights to such Tax Credits related thereto shall constitute such Outstanding Bond.

**Section 804. Extraordinary Mandatory Redemption from Unexpended Bond Proceeds.** In the event of an extraordinary mandatory redemption of Bonds pursuant to Section 402 and in the event that Bonds have been exchanged for Principal Strip Certificates and Tax Credit Certificates (in whole or in part) and registered separately pursuant to Section 803, the redemption amount shall be allocated, as nearly as reasonably possible, pro rata between (i) Bonds and (ii) an amount of (a) Principal Strip Certificates and (b) Tax Credit Certificates that would relate to such principal amount of Principal Strip Certificates, based upon the relative principal amounts of the outstanding Bonds and the outstanding Principal Strip Certificates. Any Principal Strip Certificates and Tax Credit Certificates to be so redeemed shall also be called for redemption on the same terms and conditions and in the same manner as the Bonds, and the Redemption Price used to redeem Principal Strip Certificates and Tax Credit Certificates so redeemed shall be allocated to the Bonds, Principal Strip Certificates and the Tax Credit Certificates in the proportions and values set forth in the allocable value tables attached as Attachment III to the Agreement.



### **Section 805. Recombining Principal Components and Tax Credits.**

(A) At any time, by written request to the Fiscal Agent in the form attached hereto as Attachment I-C (the “Tax Credit Recombination Request”), the Owner of (or, with respect to Principal Strip Certificates and Tax Credit Certificates held in the DTC book-entry system (notwithstanding anything in Section 816 hereof to the contrary), the DTC Participant for) (i) a Principal Strip Certificate and (ii) sufficient Tax Credit Certificates having Tax Credit Allowance Dates corresponding to each and every Tax Credit Allowance Date that would remain with respect to a Bond, and having a face amount with respect to each such Tax Credit Allowance Date equal to the Tax Credits that would be related to a Bond with a principal amount equal to the Principal Strip Certificates to be recombined, may, upon presentation to the Fiscal Agent of such Principal Strip Certificate and Tax Credit Certificates, direct the Fiscal Agent to authenticate and deliver (1) a Bond in a principal amount equal to the principal amount of the Principal Strip Certificate to be so converted, and (2) reducing, by the amount so converted, the number of Principal Strip Certificates and Tax Credit Certificates. The form of the Tax Credit Recombination Request may be modified or amended by the Fiscal Agent with the prior written consent of the City.

(B) Upon the receipt of a request and the presentation pursuant to paragraph (A) of this Section, the Fiscal Agent shall authenticate and deliver an unstripped Bond in a principal amount equal to the principal amount of the Principal Strip Certificate to be so converted and reduce, by the amount so converted, the amount of separate Principal Strip Certificates and Tax Credit Certificates. Upon the recombination, if any, of a Bond, the Bond shall be delivered by the Fiscal Agent as a fully registered Bond, in a principal amount corresponding to Authorized Denominations with the CUSIP number for the original combined Bond; *provided, however*, that the Fiscal Agent may provide a new CUSIP number that is distinct from the CUSIP number for the original combined Bond.

### **Section 806. Conversion of Bonds into Interest Bearing Bonds; Conversion of Tax Credit Certificates into Cash Interest Certificates; Disallowed Tax Credits.**

(A) The Bonds shall be converted, in whole or in part, into Interest Bearing Bonds requiring the City to make cash payments of interest thereon to the Owners thereof as provided in this Section on (i) the March 15 following the next succeeding October 1 after the Date of Determination of Loss of Qualified School Construction Bond Status, or (ii) after the receipt of the Fiscal Agent of a written notice from the City of its election to convert the Bonds to Interest Bearing Bonds in connection with the defeasance of the Bonds, the March 15, June 15, September 15 or December 15 immediately preceding the date the Bonds are defeased. If either of the events described in the preceding sentence occur, (1) the Bonds, any Principal Strip Certificates relating thereto and any Tax Credit Certificates representing Tax Credits for Tax Credit Allowance Dates occurring after the Tax Credit Conversion Date shall, on the Tax Credit Conversion Date or as soon thereafter as practical, be exchanged by the Owner thereof for Interest Bearing Bonds,

Principal Strip Certificates relating to the Interest Bearing Bonds and Cash Interest Certificates without the need for any further action or proceeding by the City, (2) such Interest Bearing Bonds, related Principal Strip Certificates and Cash Interest Certificates shall, from and after the Tax Credit Conversion Date, be Interest Bearing Bonds or related Principal Strip Certificates and Cash Interest Certificates, respectively, for all purposes of the Agreement, and (3) if the Bonds have not already ceased to be “qualified school construction bonds” under Section 54F of the Code as a result of a Determination of Loss of Qualified School Construction Bond Status, the Bonds, from and after the Tax Credit Conversion Date, shall cease to be “qualified school construction bonds” under Section 54F of the Code. Interest Bearing Bonds shall bear interest (in addition to the Supplemental Coupon) from the Tax Credit Conversion Date (with appropriate adjustment for any Tax Credits that in fact will be allowed to the Owner by the IRS subsequent to such Tax Credit Conversion Date) to maturity at an interest rate per annum equal to the Tax Credit Rate, payable quarterly on each Cash Interest Payment Date. Such interest shall be computed on the basis of a 360-day year of twelve 30-day months. The Owner of any Interest Bearing Bond or Principal Strip Certificate related thereto shall be entitled to the Supplemental Coupon related to the Bond so converted. If the Bonds are converted into Interest Bearing Bonds, any Bonds, Principal Strip Certificates related thereto or Tax Credit Certificates not exchanged for Interest Bearing Bonds, Principal Strip Certificates related thereto and Cash Interest Certificates by the Owners thereof shall be deemed to be so exchanged.

(B) If either of the events described in the first sentence of paragraph (A) of this Section occur, the Fiscal Agent shall send a written notice to the Owners of the Bonds, Principal Strip Certificates and Tax Credit Certificates, stating that (i) as of the Tax Credit Conversion Date, the related Bonds have been or shall be converted into Interest Bearing Bonds for all purposes of the Agreement, and (ii) such Owners are required to deliver, on the Tax Credit Conversion Date or as soon thereafter as practical, their Bonds, any Principal Strip Certificates relating thereto and Tax Credit Certificates (for Tax Credit Allowance Dates occurring after the Tax Credit Conversion Date) to the Fiscal Agent in exchange for an Interest Bearing Bond or Bonds, Principal Strip Certificates relating to the Interest Bearing Bonds and Cash Interest Certificates in Authorized Denominations in the same respective face amount as the Bonds and any Principal Strip Certificates relating to such Bonds and Tax Credit Certificates so delivered by such Owners. Upon the conversion of Bonds into Interest Bearing Bonds, Principal Strip Certificates relating to Bonds into Principal Strip Certificates relating to Interest Bearing Bonds and Tax Credit Certificates, if any, into Cash Interest Certificates, the City shall execute, and the Fiscal Agent shall authenticate and deliver, to the Owners of the Bonds, Principal Strip Certificates relating to the Bonds and Tax Credit Certificates, if any, entitled thereto, fully registered Interest Bearing Bonds, Principal Strip Certificates relating to such Interest Bearing Bonds and Cash Interest Certificates in substantially the forms attached hereto.

(C) Subject to paragraph (D) of this Section, in the event that any Tax Credits that have been recognized by an Owner with respect to Tax Credit Allowance Dates occurring on or prior to the Tax Credit Conversion Date are determined to be ineligible as Tax Credits as a result of the Determination of Loss of Qualified School Construction Bond Status, the City shall pay to the Owner (as of the applicable Tax Credit Allowance Dates for such disallowed Tax Credits) of the Bonds or Tax Credit Certificates, as appropriate, an amount equal to the amount of such disallowed Tax Credits, plus interest thereon from the applicable Tax Credit Allowance Date to the date of payment, compounded quarterly at the rates equal to the large corporate underpayment rates determined from time to time by the IRS during such interest compounding period to be paid on or before the March 15<sup>th</sup> following the next succeeding October 1 after the Date of Determination of Loss of Qualified School Construction Bond Status.

(D) The City shall have no obligation to make payments under paragraph (C) of this Section and shall not incur a liability to any Owner if Tax Credits are disallowed because the separation of Tax Credits from the Bonds or recombining the Tax Credits with the Principal Strip Certificates, in the manner provided in this Article VIII, failed to comply with the requirements of the Code or applicable regulations, including, without limitation, regulations prescribed by the Secretary of the Treasury pursuant to Section 54A(i) of the Code that are published or promulgated subsequent to such separation.

#### **Section 807. Stripping of Cash Interest Certificates.**

(A) At any time, by written request to the Fiscal Agent in the form attached hereto as Attachment I-B (the “*Cash Interest Strip Request*”), the Owner of (or, with respect to Bonds held in the DTC book-entry system (notwithstanding anything in Section 816 hereof to the contrary), the DTC Participant for) an Interest Bearing Bond may, upon presentation of such Interest Bearing Bond, direct the Fiscal Agent to authenticate and deliver (i) a Principal Strip Certificate in a principal amount equal to the principal amount of the Interest Bearing Bonds to be so separated and (ii) Cash Interest Certificates representing the entitlement to the Cash Interest Payment Component with respect to such Interest Bearing Bonds to be converted. The form of the Cash Interest Strip Request may be modified or amended by the Fiscal Agent with the prior written consent of the City.

(B) Upon the receipt of a request and the presentation of an Interest Bearing Bond pursuant to paragraph (A) of this Section, the Fiscal Agent shall: (i) authenticate and deliver to or upon the order of the Owner so requesting, a Principal Strip Certificate in a principal amount equal to the principal amount of the related Interest Bearing Bond so presented; (ii) authenticate and deliver to or upon the order of the Owner so requesting, Cash Interest Certificates for each remaining Cash Interest Payment Date in accordance with this Article VIII, in an amount equal to twenty-five percent (25%) of the product of (A) the principal amount of the related Interest Bearing Bond so presented and (b) the Tax Credit Rate; and (iii) contemporaneously with the delivery thereof, reduce, by

the amount so converted the amount of Interest Bearing Bonds that have not been stripped.

(C) The Principal Strip Certificate shall be executed and delivered as a fully registered Principal Strip Certificate, in an amount corresponding to an Authorized Denomination and in an amount equal to the principal amount of the related Interest Bearing Bond presented.

(D) The Cash Interest Certificates shall be executed and delivered as fully registered Cash Interest Certificates, in amounts corresponding to Authorized Denominations and in an amount for each equal to twenty-five percent (25%) of the product of (i) the principal amount of the related Interest Bearing Bonds presented and (ii) the Tax Credit Rate. To the extent required by DTC, specific CUSIP numbers shall be obtained for each Cash Interest Certificate.

(E) Upon the separation, if any, of the ownership of the Principal Component of an Interest Bearing Bond from the entitlement of the Owner thereof to the related Cash Interest Payment Component, the Owner of the Principal Strip Certificate related thereto shall be entitled to the Supplemental Coupon related to such Interest Bearing Bond.

(F) Notwithstanding the separation, if any, of the ownership of the Principal Component of an Interest Bearing Bond from the entitlement of the Owner thereof to the related Cash Interest Payment Component, the previously combined Interest Bearing Bond shall remain outstanding and the ownership of Principal Strip Certificates evidencing the rights to the related Principal Components and the Supplemental Coupon related thereto and the ownership of the Cash Interest Certificates shall constitute such outstanding Interest Bearing Bond.

#### **Section 808. Recombining Principal Components and Cash Interest Payments.**

(A) At any time, by written request to the Fiscal Agent in the form attached hereto as Attachment I-D (the “Cash Interest Recombination Request”), the Owner of (or, with respect to Principal Strip Certificates and Cash Interest Certificates held in the DTC book-entry system (notwithstanding anything in Section 816 to the contrary), the DTC Participant for) (i) a Principal Strip Certificate and (ii) sufficient Cash Interest Certificates having payment dates corresponding to each and every Cash Interest Payment Date that would remain with respect to an Interest Bearing Bond, and having a face amount with respect to each such Cash Interest Payment Date equal to the amount of the Cash Interest Payment Component that would be paid on an Interest Bearing Bond with a principal amount equal to the Principal Strip Certificates to be recombined, may, upon presentation of such Principal Strip Certificates and Cash Interest Certificates, direct the Fiscal Agent to authenticate and deliver (1) an Interest Bearing Bond in a principal amount equal to the principal amount of the Principal Strip Certificate to be so converted, and (2) reducing by the amount so converted, the amount of Principal Strip

Certificates and Cash Interest Certificates. The form of the Cash Interest Recombination Request may be modified or amended by the Fiscal Agent with the prior written consent of the City.

(B) Upon the receipt of a request and the presentation pursuant to paragraph (A) of this Section, the Fiscal Agent shall authenticate and deliver an unstripped Interest Bearing Bond in a principal amount equal to the principal amount of the Principal Strip Certificates to be so converted, and reduce, by the amount so converted, the amount of separate Principal Strip Certificates and Cash Interest Certificates. Upon the recombination, if any, of Principal Strip Certificates and the Cash Interest Certificates, Interest Bearing Bonds shall be delivered by the Fiscal Agent as fully registered Interest Bearing Bonds, in principal amounts corresponding to Authorized Denominations with the CUSIP number for the original combined Bond; *provided, however*, that the Fiscal Agent may request a new CUSIP number that is distinct from the CUSIP number for the original combined Bond.

**Section 809. Rights and Remedies of Separate Principal Strip Certificates, Tax Credit Certificates and Cash Interest Certificates.** If and to the extent that any Bonds or Interest Bearing Bonds are separated into Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates, the Owners of the Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates shall have the same rights and remedies granted to the Owners of Bonds or Interest Bearing Bonds, as applicable, and shall receive all notices required to be sent to Owners of the Bonds or Interest Bearing Bonds. For purposes of determining if there is a required percentage in aggregate principal amount of the Outstanding Bonds affected by a proposed action, consent or direction, if the proposed action, consent or direction would affect the Owners of Bonds or Interest Bearing Bonds, the Owners of the Principal Strips Certificates, Tax Credit Certificates and Cash Interest Certificates shall be entitled to collective voting rights equal to the principal amount of the related Principal Strip Certificates, and such voting rights shall be further allocated to the Owners of the Principal Strip Certificates, Tax Credit Certificates and Cash Interest Certificates in proportion to the values set forth in Attachment III to the Agreement.

**Section 810. Forms of Bonds, Interest Bearing Bonds, Principal Strip Certificates, Tax Credit Certificates and Cash Interest Certificates.** The Principal Strip Certificates and Tax Credit Certificates relating to the Bonds, including the Certificate of Authentication thereon, shall be in substantially the form of Appendix I to the form of Bond set forth in Exhibit A to the Agreement, with appropriate or necessary insertions, omissions and variations. The Principal Strip Certificates and Cash Interest Certificates relating to the Interest Bearing Bonds, including the Certificate of Authentication thereon, shall be in substantially the form of Appendix I to the form of Interest Bearing Bond set forth in Exhibit A to the Agreement, with appropriate or necessary insertions, omissions and variations.

**Section 811. Execution of Principal Strip Certificates, Tax Credit Certificates and Cash Interest Certificates.** The Principal Strip Certificates, Tax Credit Certificates and Cash Interest Certificates shall be signed by the manual or facsimile signatures of the Mayor and the City Clerk, countersigned by the manual or facsimile signature of the Comptroller and attested by the manual or facsimile signatures of the Commissioners of the Public Debt and the corporate seal of the City (of a facsimile thereof) shall be impressed, imprinted, engraved or otherwise reproduced thereon. The Principal Strip Certificates, Tax Credit Certificates and Cash Interest Certificates shall then be delivered to the Fiscal Agent for authentication by it.

**Section 812. Authentication of Principal Strip Certificates, Tax Credit Certificates and Cash Interest Certificates.** Only such of the Principal Strip Certificates, Tax Credit Certificates and Cash Interest Certificates as shall bear thereon a Certificate of Authentication as described in Section 810, executed by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of the Agreement, and such certificate of the Fiscal Agent shall be conclusive evidence that the Principal Strip Certificates, Tax Credit Certificates and Cash Interest Certificates so authenticated have been duly authenticated and delivered as set forth hereunder and in the Principal Strip Certificate, Tax Credit Certificates and Cash Interest Certificates and are entitled to the benefits of the Agreement.

**Section 813. Registration Books.** The Fiscal Agent will keep or cause to be kept at its principal corporate trust office sufficient books for the registration and transfer of ownership of the Principal Strip Certificates, Tax Credit Certificates and Cash Interest Certificates which shall at all times be open to inspection by the City and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered, transferred or exchanged the Principal Strip Certificate, Tax Credit Certificates, and Cash Interest Certificates. Each Bond, Interest Bearing Bond, Principal Strip Certificate, Tax Credit Certificate or Cash Interest Certificate authenticated and registered by the Fiscal Agent shall be assigned a distinctive letter or number, or letter and number.

**Section 814. Transfer and Exchange of Principal Strip Certificates, Tax Credit Certificates and Cash Interest Certificates.** Any Principal Strip Certificates, Tax Credit Certificates and Cash Interest Certificates may, in accordance with its terms and the Agreement, be transferred upon the registration books by the Person in whose name it is registered, in person or by such Person's duly authorized attorney, upon surrender of such Principal Strip Certificate, Tax Credit Certificate or Cash Interest Certificate, as applicable, for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Fiscal Agent. Whenever any Principal Strip Certificate, Tax Credit Certificate or Cash Interest Certificate shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and shall deliver a new Principal Strip Certificate, Tax Credit Certificate or Cash Interest Certificate, as applicable, in an Authorized Denomination and of the same tenor, maturity

and interest rate, if any. The Fiscal Agent shall require the Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

Any Principal Strip Certificate, Tax Credit Certificate and Cash Interest Certificate may be exchanged at the designated office of the Fiscal Agent for a like Authorized Denomination of Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates, as applicable, of the same tenor, maturity and interest rate, if any, of other Authorized Denominations. The Fiscal Agent shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Fiscal Agent shall not be obligated to make any transfer or exchange of Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates pursuant to this Section during the period established by the Fiscal Agent for the selection of Principal Strip Certificates, Tax Credit Certificates, Cash Interest Certificates or related Qualified School Construction Bonds or Interest Bearing Bonds, as applicable, for redemption, or with respect to any Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates selected for redemption.

**Section 815. Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates Mutilated, Lost, Destroyed or Stolen.** If any Principal Strip Certificate, Tax Credit Certificate or Cash Interest Certificate shall become mutilated, the City, at the expense of the Owner of said Principal Strip Certificate, Tax Credit Certificate or Cash Interest Certificate, shall execute, and the Fiscal Agent shall thereupon authenticate and deliver, a new Principal Strip Certificate, Tax Credit Certificate or Cash Interest Certificate, as applicable, of like tenor in exchange and substitution for the Principal Strip Certificate, Tax Credit Certificate or Cash Interest Certificate, as applicable, so mutilated, but only upon surrender to the Fiscal Agent of the Principal Strip Certificate, Tax Credit Certificate or Cash Interest Certificate so mutilated. Every mutilated Principal Strip Certificate, Tax Credit Certificate or Cash Interest Certificate so presented to the Fiscal Agent shall be canceled by it and delivered to, or upon the order of, the City.

If any Principal Strip Certificate, Tax Credit Certificate or Cash Interest Certificate shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence and indemnity satisfactory to the Fiscal Agent and the City shall be given, the City, at the expense of the Owner, shall execute, and the Fiscal Agent shall thereupon authenticate and deliver, a new Principal Strip Certificate, Tax Credit Certificate or Cash Interest Certificate, as applicable, of like tenor in lieu of and in replacement for the Principal Strip Certificate, Tax Credit Certificate or Cash Interest Certificate so lost, destroyed or stolen (or if any such Principal Strip Certificate, Tax Credit Certificate or Cash Interest Certificate shall have matured or shall have been selected for redemption, instead of issuing a replacement

Principal Strip Certificate, Tax Credit Certificate or Cash Interest Certificate, as applicable, the Fiscal Agent may pay the same without surrender thereof).

The City may require payment by the Owner of a sum not exceeding the actual cost of preparing each replacement Principal Strip Certificate, Tax Credit Certificate or Cash Interest Certificate issued under this Section and of the expenses which may be incurred by the City and the Fiscal Agent.

Any Principal Strip Certificate, Tax Credit Certificate or Cash Interest Certificate issued under the provisions of this Section in lieu of any Principal Strip Certificate, Tax Credit Certificate or Cash Interest Certificate alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the City whether or not the Principal Strip Certificate, Tax Credit Certificate or Cash Interest Certificate so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of the Agreement, with all other Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates.

#### **Section 816. Book-Entry System.**

(A) Upon the separation of the ownership of the Bonds from the entitlement of the Owner thereof to the related Tax Credits or the separation of the ownership of the Interest Bearing Bonds from the entitlement of the Owner thereof to the Cash Interest Payment Component, the ownership of Principal Strip Certificates evidencing the rights to the related Principal Components and the ownership of the Tax Credit Certificates evidencing the rights to such Tax Credits or the ownership of the Cash Interest Certificates evidencing the rights to such Cash Interest Payment Component, as applicable, shall be registered in the registration books in the name of Cede & Co., as nominee of DTC, except as provided in paragraph (C) of this Section. The City and the Fiduciary may treat DTC (or its nominee) as the sole and exclusive Owner of the Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates, as applicable, registered in its name for the purposes of payment of amounts, if any, with respect to the Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates, as applicable, selecting the Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates or portions thereof, as applicable, to be redeemed, giving any notice permitted or required to be given to Owners of Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates, as applicable, under this Article VIII, registering the transfer of Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates, as applicable, obtaining any consent or other action to be taken by Owners of Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates, as applicable, and for all other purposes whatsoever, and each Fiduciary and the City shall not be affected by any notice to the contrary. The Fiscal Agent and the City shall not have any responsibility or obligation to any DTC Participant, any person claiming a beneficial ownership interest in the Principal Strip Certificates, Tax Credit Certificates and Cash Interest Certificates under or through DTC or any DTC



Participant, or any other person which is not shown on the registration books as being an Owner, with respect to the accuracy of any records maintained by DTC or any DTC Participant; the payment by DTC or any DTC Participant of any amount in respect of the Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates; any notice which is permitted or required to be given to Owners of Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates under this Article VIII; the selection by DTC or any DTC Participant of any person to receive payment in the event of a partial redemption of the Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates; or any consent given or other action taken by DTC as Owner of Principal Strip Certificates, Tax Credit Certificates and Cash Interest Certificates. The Fiscal Agent shall pay all amounts, if any, with respect to the Principal Strip Certificates and Cash Interest Certificates, as applicable, only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to any such amounts with respect to the Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates, as applicable, to the extent of the sum or sums so paid. Except under the conditions of paragraph (C) of this Section, no person other than DTC shall receive an executed Principal Strip Certificate, Tax Credit Certificate or Cash Interest Certificate. Upon delivery by DTC to the Fiscal Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to record dates, the term "Cede & Co." in this Section shall refer to such new nominee of DTC.

(B) So long as the Principal Strip Certificates, Tax Credit Certificates and Cash Interest Certificates, as applicable, are registered in the name of Cede & Co. or its registered assigns, the Fiscal Agent shall process all Tax Credit Strip Requests, Cash Interest Strip Requests, Tax Credit Recombination Requests and Cash Interest Recombination Requests through DTC's book-entry system.

(C) So long as the Principal Strip Certificates, Tax Credit Certificates and Cash Interest Certificates, as applicable, are registered in the name of Cede & Co., or its registered assigns, the City and the Fiscal Agent shall cooperate with Cede & Co., as sole registered Owner, or its registered assigns, in effecting payment of the Redemption Price, if any, of the Principal Strip Certificates, Tax Credit Certificates and Cash Interest Certificates by arranging for payment in such manner that funds for such payments are properly identified and are made by wire transfer of same-day funds on the date they are due.

(D) In the event (i) DTC, including any successor as securities depository for the Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates, determines not to continue to act as securities depository for the Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates; or (ii) the City determines that the incumbent securities depository shall no longer so act, subject to the applicable procedures of the incumbent securities depository, and delivers a written certificate to the Fiscal Agent to that effect, then the City will discontinue the book-entry

system with the incumbent securities depository for the Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates. If the City determines to replace the incumbent securities depository for the Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates with another qualified securities depository, subject to the applicable procedures of the incumbent securities depository, the City shall prepare or direct the preparation of a new single, separate fully registered Principal Strip Certificate, a new single, separate fully registered Tax Credit Certificate for the aggregate outstanding amount of Tax Credits that have been separated from the ownership of the related Bonds and a new single, separate fully registered Cash Interest Certificate, as applicable, or, to the extent authorized by this Article VIII, registered in the name of such successor or substitute qualified securities depository, or its nominee, or make such other arrangement acceptable to the City, the Fiscal Agent and the successor securities depository for the Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates as are not inconsistent with the terms of this Article VIII. If the City fails to identify another qualified successor securities depository of the Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates to replace the incumbent securities depository, then the Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates shall no longer be restricted to being registered in the registration books in the name of the incumbent securities depository or its nominee, but shall be registered in whatever name or names the incumbent securities depository for the Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates, as applicable, or its nominee, shall designate. In such event the Fiscal Agent shall authenticate and deliver a sufficient quantity of the Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates as necessary to carry out the transfers and exchanges provided in Section 814.

(E) So long as the Tax Credit Certificates are registered in the name of Cede & Co. or its registered assigns, the Fiscal Agent shall provide notice to DTC of the expiration of each Tax Credit Certificate, not less than forty-five (45) days prior to the Tax Credit Allowance Date for such Tax Credit Certificate, in the form included as Attachment II hereto.

**Section 817. Amendment; Waiver.** The provisions of this Article VIII may be amended, by written agreement of the City and the Fiscal Agent, and any provision of this Article VIII may be waived, each without the consent of the Owners of the Bonds, Interest Bearing Bonds, Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates or any other Person, if (i)(a) an amendment to Section 54A or 54F of the Code is adopted, or a new or modified official interpretation of Section 54A or 54F of the Code is issued, after December 22, 2009 which is applicable to the Tax Credit Program; (b) legislation shall have been enacted by the United States or the State of Wisconsin, or a decision shall have been rendered by a court of the United States or the Tax Court of the United States, or a ruling shall have been made or a regulation, proposed regulation or a temporary regulation or an official statement shall have been published in the Federal Register or any other release or announcement shall have been made by or on

behalf of the Treasury Department of the United States, U.S. Securities and Exchange Commission or the IRS with respect to the stripping of Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates from the related Bonds or Interest Bearing Bonds, as applicable, or (c) rules, procedures or guidance shall have been adopted by DTC or any successor or replacement securities depository with respect to the stripping of Principal Strip Certificates, Tax Credit Certificates or Cash Interest Certificates from the related Bonds or Interest Bearing Bonds, as applicable and (ii) the City shall have delivered to the Fiscal Agent an Opinion of Counsel addressed to the City and the Fiscal Agent to the effect that performance by the City and Fiscal Agent under this Article VIII as so amended or giving effect to such waiver, as the case may be, will not result in a violation of Sections 54A or 54F of the Code. The City shall cause to be given to the Owners prompt notice of any such amendment to or waiver of any provision of this Article VIII.

## **ARTICLE IX**

### **Concerning the Fiscal Agent**

**Section 901. Appointment and Acceptance of Duties.** The Fiscal Agent hereby accepts its appointment as Fiscal Agent under the Agreement, but only upon the additional terms set forth in this Article, to all of which the City agrees and the respective Owners of the Bonds, by their purchase and acceptance thereof, agree. The Fiscal Agent undertakes such duties and only such duties as are specifically set forth in Section 67.10 of the Wisconsin Statutes and this Agreement.

**Section 902. Responsibilities.** The recitals of fact herein and in the Bonds contained shall be taken as the statements of the City and the Fiscal Agent does not assume any responsibility for the correctness of the same. The Fiscal Agent makes no representations as to the validity or sufficiency of this Agreement or of any Bonds issued hereunder or as to the security afforded by this Agreement, and the Fiscal Agent shall not incur any liability in respect thereof. The Fiscal Agent shall, however, be responsible for any representation contained in its certificate on the Bonds. The Fiscal Agent undertakes to perform such duties and only such duties as are specifically set forth in this Agreement and the Fiscal Agent shall not be liable in connection with the performance of its duties hereunder except for its own negligence or misconduct.

**Section 903. Evidence on Which Fiscal Agent May Act.** (A) The Fiscal Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion (including any Counsel's Opinion), bond or other paper or document furnished to it pursuant to and conforming to the requirements of this Agreement, and believed by it to be genuine and to have been signed or presented by the proper party or parties.

(B) Whenever the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Agreement, such matter (unless this Agreement specifically requires other evidence thereof) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer, but in its discretion the Fiscal Agent may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(C) Except as otherwise expressly provided in this Agreement, any request, order, notice or other direction required or permitted to be furnished by the City to the Fiscal Agent shall be sufficiently executed if signed by an Authorized Officer.

**Section 904. Compensation.** Unless otherwise determined by agreement between the City and the Fiscal Agent, the City shall pay the Fiscal Agent from time to time reasonable compensation for services rendered under this Agreement, as well as pay and/or reimburse the Fiscal Agent for the reasonable fees and expenses related to extraordinary services rendered by the Fiscal Agent.

**Section 905. Resignation.** The Fiscal Agent may at any time resign and be discharged of the duties and obligations imposed upon it by this Agreement by giving not less than 60 days' written notice to the City, and such resignation shall take effect upon the day specified in such notice but only if a successor shall have been appointed by the City as provided in Section 907, in which event such resignation shall take effect immediately on the appointment of such successor whether or not the date specified for such resignation to take effect has arrived. If a successor Fiscal Agent shall not have been appointed within a period of 90 days following the giving of notice, then the Fiscal Agent shall be authorized to petition any court of competent jurisdiction to appoint a successor Fiscal Agent as provided in Section 907 hereof.

**Section 906. Removal.** The Fiscal Agent may be removed at any time by an instrument in writing delivered to the Fiscal Agent and signed by an Authorized Officer of the City.

**Section 907. Appointment of Successor.** In case at any time the Fiscal Agent shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Fiscal Agent, or of its property, shall be appointed, or if any public officer or court shall take charge or control of the Fiscal Agent, or of its property or affairs, the City shall appoint a successor Fiscal Agent.

**Section 908. Transfer of Rights and Property to Successor.** Any successor Fiscal Agent appointed under this Agreement shall execute, acknowledge and deliver to its predecessor Fiscal Agent, and also to the City, an instrument accepting such appointment, and thereupon such successor Fiscal Agent, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights,

powers, duties and obligations of such predecessor Fiscal Agent; but the predecessor Fiscal Agent shall nevertheless, on the written request of the City or of the successor Fiscal Agent, execute, acknowledge and deliver such instruments of conveyance and further assurances and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Fiscal Agent all its right, title and interest in and to any property held by it under this Agreement, and shall pay over, assign and deliver to the successor Fiscal Agent any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument from the City be required by such successor Fiscal Agent for more fully and certainly vesting in and confirming to such successor Fiscal Agent any such moneys, estates, properties, rights, powers and duties, such deed, conveyance or instrument shall be executed, acknowledged and delivered by the City.

**Section 909. Merger or Consolidation.** Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which all or substantially all of the corporate trust business of the Fiscal Agent may be sold or transferred, shall be the successor to the Fiscal Agent and be bound to the obligations and duties of the Fiscal Agent hereunder without the execution or filing of any paper or the performance of any further act, unless such successor delivers written notice of its resignation pursuant to the provisions of this Article; *provided, however*, that such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association and shall be authorized by law to perform all the duties imposed upon it by this Agreement.

**Section 910. Adoption of Authentication.** In case any of the Bonds contemplated to be issued under this Agreement shall have been authenticated but not delivered, any successor Fiscal Agent may adopt the certificate of authentication of any predecessor Fiscal Agent so authenticating such Bonds and deliver such Bonds so authenticated; and in case any of the said Bonds shall not have been authenticated, any successor Fiscal Agent may authenticate such Bonds in the name of the predecessor Fiscal Agent or in its own name.

**Section 911. Quarterly Report.** Within seven days after the end of each calendar quarter, the Fiscal Agent shall prepare a written report for each Fund or Account held by it pursuant to the provisions of this Agreement. Such report shall set out the receipts and disbursements, both principal and income, and shall list the Investment Securities held by the Fiscal Agent at the end of the quarter. A copy of each such report shall be furnished to the City and any persons designated by the City. In addition, the Fiscal Agent shall, at any time when requested, including, without limitation, any request at the time of the resignation of the Fiscal Agent, furnish to the City a report of the amount of moneys, including Investment Securities, held in each Fund or Account by the Fiscal Agent. For purposes of this certification, the Investment Securities in each such

Fund or Account shall be treated as having a value equal to their aggregate market value as of the date of the request.

## **ARTICLE X**

### **Amendments**

**Section 1001. Amendment by Parties.** The City and the Fiscal Agent without the consent of, or notice to, any of the Owners, may amend the Agreement.

**Section 1002. Filing of Counsel's Opinion.** Each amendment described in Section 1001 shall be accompanied by a Counsel's Opinion to the effect that such amendment has been duly authorized by the City in accordance with the provisions of this Agreement, is authorized or permitted by this Agreement and, when executed and delivered, will be valid and binding upon the City and the Fiscal Agent.

## **ARTICLE XI**

### **Miscellaneous**

**Section 1101. Defeasance.** (A) Bonds or interest installments for the payment of which moneys shall have been set aside and held in trust by the Fiscal Agent at or prior to their maturity date shall be deemed to have been paid within the meaning of and with the effect expressed in this Section 1101 if the City shall have delivered to or deposited with the Fiscal Agent (i) irrevocable instructions to pay all of said Bonds in specified amounts no less than the respective amounts of, and on specified dates no later than the respective due dates of, their principal, (ii) either moneys in an amount which shall be sufficient, or Defeasance Obligations the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Fiscal Agent at the same time, shall be sufficient, to pay when due the principal and interest due and to become due on said Bonds on and prior to each specified maturity date thereof, and (iii) if any of said Bonds are not to be paid within the next succeeding 180 days, irrevocable instructions to mail to all Owners of said Bonds a notice that such deposit has been made with the Fiscal Agent and that said Bonds are deemed to have been paid in accordance with this Section and stating the maturity date upon which moneys are to be available for the payment of the principal, of said Bonds. The Defeasance Obligations and moneys deposited with the Fiscal Agent pursuant to this Section shall be held in trust for the payment of the principal and interest on said Bonds. No payments of principal of any such Defeasance Obligations or interest thereon shall be withdrawn or used for any purpose other than the payment of such principal or interest on, said Bonds unless after such withdrawal the amount held by the Fiscal Agent and interest to accrue on Defeasance Obligations so held shall be sufficient to provide fully for the payment of the principal of and interest on such Bonds, at maturity.

(B) Anything in this Agreement to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of any of the Bonds which remain unclaimed for two years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiscal Agent at such date, or for two years after the date of deposit of such moneys if deposited with the Fiscal Agent after the said date when such Bonds become due and payable, shall, at the written request of the City, be repaid by the Fiscal Agent to the City, as its absolute property and free from trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the City for the payment of such Bonds.

**Section 1102. Evidence of Signatures of Owners and Ownership of Bonds.**

(A) Any request, consent, revocation of consent or other instrument which this Agreement may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the holding by any Person of the Bonds shall be sufficient for any purpose of this Agreement (except as otherwise herein expressly provided) if made in the following manner, or in any other manner satisfactory to the Fiscal Agent, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(1) The fact and date of the execution by any Owner or its attorney of such instruments may be proved by a guarantee of the signature thereon by a bank, national banking association or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instruments acknowledged to that person the execution thereof, or by an affidavit of witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate or affidavit shall also constitute sufficient proof of authority.

(2) The ownership of Bonds and Tax Credit Certificates and the amount, numbers and other identification and date of holding the same shall be proved by the registration book maintained by the Fiscal Agent.

(B) Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in accordance therewith.

**Section 1103. Preservation and Inspection of Documents.** All documents received by the Fiscal Agent under the provisions of this Agreement, shall be retained in

its possession and shall be subject at all reasonable times to the inspection of the City, any other Fiscal Agent, any of whom may make copies thereof.

**Section 1104. Cancellation and Destruction of Bonds.** All Bonds paid or redeemed, either at or before maturity, and all mutilated Bonds surrendered pursuant to Section 307, shall be delivered to the Fiscal Agent when such payment or redemption is made or upon surrender, as the case may be, and such Bonds, together with all Bonds purchased by the Fiscal Agent, shall thereupon be promptly cancelled. Bonds so cancelled may at any time be destroyed by the Fiscal Agent, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Bonds so destroyed, and one executed certificate shall be delivered to the City and the other retained by the Fiscal Agent.

**Section 1105. Parties Interested Herein.** Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the City, the Fiscal Agent and the Owners, any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Fiscal Agent and the Owners.

**Section 1106. No Recourse on the Bonds.** No recourse shall be had for the payment of the principal or Redemption Price of or interest on the Bonds or for any claim based thereon or on this Agreement against any past, present or future member of the Common Council, the Commissioner of the Public Debt, officer, employee or agent of the City.

**Section 1107. Severability of Invalid Provisions.** If any one or more of the covenants or agreements provided in this Agreement on the part of the City or the Fiscal Agent to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Agreement.

**Section 1108. Notices.** Any notice, demand, direction, request or other instruments authorized or required by this Agreement to be given to, delivered to or filed with the City or the Fiscal Agent shall be deemed to have been sufficiently given, delivered or filed for all purposes of the Agreement if and when sent by registered mail, return receipt requested:



To the City, if addressed to:

City of Milwaukee  
Office of the City Comptroller  
City Hall, Room 404  
200 East Wells Street  
Milwaukee, WI 53202  
Attention: \_\_\_\_\_

to such other address as may be designated in writing by the City to the Fiscal Agent; and

To the Fiscal Agent, if addressed to: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or at such other address as may be designated in writing by the Fiscal Agent to the City.

**Section 1109. Construction.** The Agreement shall be construed in accordance with the provisions of Wisconsin law.

**Section 1110. Termination.** The Agreement shall terminate on the 90th day following the retirement of all of the Bonds.

**Section 1111. Multiple Counterparts.** The Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City of Milwaukee has caused this Agreement to be executed in its name and \_\_\_\_\_, as Fiscal Agent, has caused this Agreement to be executed on its behalf, all as of the day and year first above written.

CITY OF MILWAUKEE:

By: \_\_\_\_\_  
MAYOR

By: \_\_\_\_\_  
CITY CLERK

Approved as to form and execution  
this 5<sup>th</sup> day of September, 2008.

COUNTERSIGNED:

By: \_\_\_\_\_  
Assistant City Attorney

By: \_\_\_\_\_  
COMPTROLLER

\_\_\_\_\_  
Fiscal Agent

By: \_\_\_\_\_

**EXHIBIT A**

**FORM OF BONDS**

**F&P FILE NUMBER: 090814**

[illegible]



# City of Milwaukee

200 E. Wells Street  
Milwaukee, Wisconsin  
53202

## Master With Text

**File Number: 090786**

**File ID:** 090786

**Type:** Resolution

**Status:** In Committee

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE &  
PERSONNEL  
COMMITTEE

**Requester:** CITY COMPTROLLER

**Cost:**

**File Created:** 10/13/2009

**File Name:**

**Final Action:**

**Title:** Substitute resolution with reference to special taxes or assessments for the year 2009

### Notes:

### Code Sections:

**Indexes:** SPECIAL ASSESSMENTS, TAX LEVY, TAXATION

**Sponsors:** THE CHAIR

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

**Drafter:** lo

**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	10/13/2009	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	<b>Action Text:</b>	This Resolution was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE					
0	FINANCE & PERSONNEL COMMITTEE	10/21/2009	HEARING NOTICES SENT		10/28/2009		
0	FINANCE & PERSONNEL COMMITTEE	10/28/2009	HELD TO CALL OF THE CHAIR				Pass
	<b>Action Text:</b>	A motion was made by ALD. KOVAC that this Resolution be HELD TO CALL OF THE CHAIR. The motion PREVAILED by the following vote:					
Mover:	ALD. KOVAC	Aye:5 - Murphy, Bauman, Dudzik, Coggs, and Kovac No:0					5-0
0	FINANCE & PERSONNEL COMMITTEE	11/19/2009	HEARING NOTICES SENT		11/24/2009		
0	FINANCE & PERSONNEL COMMITTEE	11/19/2009	HEARING NOTICES SENT		11/24/2009		

1 CITY CLERK 11/23/2009 DRAFT SUBMITTED  
Action Text: This Resolution was DRAFT SUBMITTED  
0 FINANCE & 11/24/2009  
PERSONNEL  
COMMITTEE

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**Text of Legislative File 090786**

..Number

090786

..Version

SUBSTITUTE 1

..Reference

..Sponsor

THE CHAIR

..Title

Substitute resolution with reference to special taxes or assessments for the year 2009

..Analysis

This resolution directs the proper officers to enter on the 2009 tax roll various special charges and assessments as reported by the Comptroller pursuant to the City Charter.

..Body

Whereas, The Comptroller in compliance with the City Charter has reported to the Common Council of the City of Milwaukee that he has schedules of special taxes and assessments to be levied on various lots and parcels in several aldermanic districts; now therefore be it

Resolved, By the Common Council of the City of Milwaukee, that such special taxes and assessments, as certified by the Comptroller, are deemed to be legal and just, and the same hereby levied and assessed on the lots and parcels of land described on the above schedules; and be it

Further Resolved, That the proper officers are hereby directed to enter the amounts indicated on the said schedules on the tax roll of the year 2009 and collect the same as provided in the Milwaukee City Charter.

..Drafter

OFFICE OF THE COMPTROLLER

WMM:LO

11-20-09

October 7, 2009

Ref: Gen Acctg

The Honorable  
Common Council  
City Hall - Room 205  
Milwaukee, WI 53202

Dear Council Members:

Re: "In Title Only"

We request that you please accept for introduction "In Title Only" at your meeting of Tuesday, October 13, 2009, the following resolution:

Resolution with reference to special taxes or assessments for the year 2009.

The In Title file jacket will be completed prior to the file being heard by the appropriate Common Council committee. Your assistance in the introduction of this "In Title" resolution is appreciated.

Very truly yours,

W. MARTIN MORICS  
Comptroller

WMM:LO  
Attachment

Ref: CCTITLE



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

November 20, 2009

To the Honorable, the Common Council  
City of Milwaukee

Dear Council Members:

Re: Special Taxes or Assessments, 2009 File No 090786.

This communication is in reference to special taxes or assessments for the year 2009.

Pursuant to the Milwaukee Charter, 1971, Chapter 3.18(3), I am required to report to the Common Council such lots or parcels of land subject to any special tax or assessment and verify the same by affidavit. The preliminary total of such special taxes or assessments for 2009 is \$43,585,123.09. The supporting schedule of special charges is attached.

This total reflects a preliminary estimate of the charges. These charges may change, but the anticipated changes are expected to be insignificant. Final schedules and amounts will be provided as soon as available from the departments.

Respectfully submitted,

W. MARTIN MORICS  
Comptroller

WMM:LO

Ref: SPECIAL CHARGES\CC letter.DOC



## CITY OF MILWAUKEE FISCAL NOTE

A) DATE 11/20/2009

FILE NUMBER: 090786

Original Fiscal Note ☐ Substitute ☐

SUBJECT: Resolution with reference to Special Tax or Assessments for the year 2009

B) SUBMITTED BY (Name/title/dept./ext.): Lynn Ojelabi, Management Accountant Sr., Comptroller X2321

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

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

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

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

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

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


H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

Resolution authorizes revenue collection via tax assessment procedure.


PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

**2008 SPECIAL CHARGES  
FINAL SPECIAL CHARGE SUMMARY**

Charge Code	Description	Items	Amount
7A	Bid #43 - South 27th St	136	119,418.50
7B	Bid #44 - Kinnickinnic Ave	155	45,912.50
90	Building Nuisance	464	235,791.87
91	Special Privileges	118	59,971.62
92	Covered Opening	221	8,980.00
93	Water	13,388	6,286,624.29
94	Razing	52	255,060.51
95	Encroachments / Hazardous Trees	216	71,848.41
96	Miscellaneous Charges	3,684	1,139,983.90
97	Sidewalk Snow	547	82,470.00
99	Weeds	2,750	310,435.00
8B	Riverworks	130	213,051.50
8C	The Valley	99	114,992.05
8E	Burleigh	52	63,199.04
8F	Cart Return Charges	940	41,397.93
8G	North Avenue Gateway District	58	40,153.00
8H	Atkinson/Capitol/Teutonia	143	94,405.34
8I	Havenwoods	191	183,495.76
8J	Lead Abatement	10	41,419.71
8K	DOR Lottery Credit Charge	803	77,670.96
8L	Lottery Credit Penalty	803	3,848.27
8M	North Avenue Market Place	133	92,917.00
8N	Becher/KK	10	19,297.53
8O	Riverworks II	44	44,821.50
8P	ICC	229	166,666.40
8Q	Cesar Chavez	52	26,000.00
8R	Center Street Market Place	93	70,327.40
8S	Solid Waste/Snow & Ice	25,315	8,146,841.78
8T	Delinquent Storm Water	17,346	6,877,809.35
8U	Airport Gateway	325	339,311.40
8V	Skid Referrals (Bulky Waste Removals)	599	30,850.00
8W	Downer Avenue	9	57,200.00
8X	Brewery Neighborhood Improvement District		
8Y	Non-city Water Charges	1	447.48
8Z	Bid # 42 - Schlitz Park	11	113,000.00
9B	Fire Inspection Fees	14,991	1,443,660.71
9C	Health Nuisance	2,984	1,045,878.06
9D	Sewer Treatment	15,967	6,057,892.17
9E	Grtr. Mitchell Street	133	134,577.20
9F	Bid #2 - Historic Third Ward	337	573,029.85
9G	Riverwalk	3	55,541.00
9H	Westown	35	98,999.10
9I	Inspection Fees	4,907	3,590,912.00
9K	Historic King Dr	199	203,706.60
9L	Avenues West	132	131,264.67
9M	Board Ups	1,201	329,779.80
9N	Brady St. Business Area	76	158,640.39
9P	Apt Garbage Removal	301	273,712.65
9Q	Oakland Ave	27	50,000.00
9R	Uptown Triangle	99	158,092.00
9S	735 W. Water	2	20,607.00
9T	Riverwalks	132	391,207.83
9U	Northwest Ara Business/76th & Brown Deer	84	40,000.04
9V	Villard	87	115,003.04
9W	North Ave./Prospect Farwell	67	220,024.00
9X	Downtown Management District	422	3,016,974.98
	Total Charges & BIDS		43,585,123.09

**F&P FILE NUMBER: 090786**

[illegible]



## Legislation Details (With Text)

**File #:** 081477      **Version:** 0  
**Type:** Communication-Report      **Status:** In Committee  
**File created:** 2/10/2009      **In control:** FINANCE & PERSONNEL COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**

**Title:** Communication from the Police Department transmitting 2009 quarterly reports relative to the status of overtime expenditures.

**Sponsors:** THE CHAIR

**Indexes:** OVERTIME, POLICE DEPARTMENT, REPORTS AND STUDIES

**Attachments:** Hearing Notice List, 6-9-09 letter from Dept. of Admin re 2009 Police Dept overtime status report, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
2/10/2009	0	COMMON COUNCIL	ASSIGNED TO		
6/5/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
6/10/2009	0	FINANCE & PERSONNEL COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
11/19/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
11/19/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

**Number**

081477

**Version**

Original

**Reference**

**Sponsor**

The Chair

**Title**

Communication from the Police Department transmitting 2009 quarterly reports relative to the status of overtime expenditures.

**Drafter**

CC

tjm

2/12/09

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Department of Administration  
Budget and Policy Division

November 20, 2009

Tom Barrett  
Mayor

Sharon Robinson  
Administration Director

Mark Nicolini  
Budget and Management Director

Ref: 09034

Alderman Michael Murphy, Chair  
Finance and Personnel Committee  
City Hall, Room 205

Subject: 2009 Police Department Overtime Status Report

Dear Alderman Murphy:

This communication reports Milwaukee Police Department (MPD) overtime expenditures in accordance with Common Council File 021045. The report contains general 2009 overtime and salary data related to dollars and hours expended thru pay period 22 (November 11, 2009 check date), along with various comparison data from prior years.

#### Issue Summary

1. So far, the MPD has expended \$8.7 million of O&M (tax levy supported) overtime in 2009, a decrease of \$3.6 million from the same period in 2008.
2. MPD utilized about 252,000 hours of total overtime so far in 2009, a 27% decrease from the same period in 2008.
3. Overtime controls put in place during the second quarter of 2008 produced favorable and lasting results. Data reflect a significant reduction in overtime without an increase in compensatory time.
4. The MPD will not over expend overtime or total salary appropriations for 2009.

#### Overtime Budgets, Expenditures, Hours

The 2009 MPD tax levy-supported overtime budget is \$15.1 million. This amount is adjusted for the Milwaukee Police Supervisors' Organization (MPSO) 2004-2006 contract settlement and to correct for the counting of FLSA related overtime (ec 079) that is seen in the line-item budget under "other" salaries. Additional budget funding is included in the Wages Supplement Fund for the MPSO settlement, while the 079 correction is already budgeted in the MPD salary account and simply represents a shift in reporting.

The tax levy and grant supported overtime expenditures, depicted in Figure 1, continue to show results of the MPD's overtime planning and controls, with significant impacts visible starting in pay period 10, 2008. With these controls, greater reductions in overtime have continued on through 2009. A comparison of all overtime hours and O&M overtime expenditures for pay periods 1 through 22 is presented on the following page in Table 1. Even with varying rates of pay for each respective year, the MPD has reduced O&M overtime expenditures by 43.3% from 2007 and 29.6% from 2008 expenditures.

Since prior year data contain varying wage rates for labor agreements of multiple bargaining units, individuals in the department may be receiving different levels (contract year) of compensation at any particular time. Most recently, the Milwaukee Police Supervisors Organization (MPSO) members were at 2003 rates of pay until pay period 26, 2008 when they started receiving 2006 rates. As Figure 3 and Table 1 depict, the overtime hours expended have been significantly reduced when compared to the same time periods of previous years. For example, total hours expended year-to-date in 2009 totals 252,000 hours, compared to 346,000 hours in 2008, a 27% decrease.

### Compensatory Time

It is important to report, as depicted in Figure 2, that the MPD overtime control has been successful in that overtime has not simply shifted to compensatory time. For comparison, 2009 year-to-date compensatory time is approximately 17.4% less than was experienced in 2007 and 11.7% in 2008.

### Total Salary Expenditures

Overtime, while represented as a separate budget line item, is accounted for within the MPD's \$162.5 million 2009 salary account (not adjusted for the mentioned MPSO settlement). With current overtime and salary expenditure data available, the MPD will not over expend its salary appropriations, even when taking into account any increase in overtime expenditures for increased holiday presence.

Figure 1

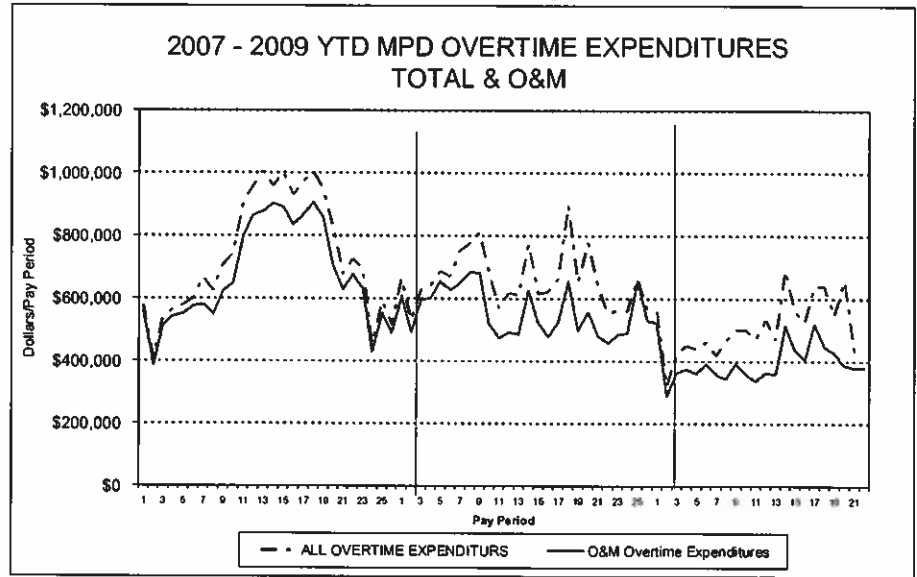


Table 1

**MPD OT Hours & Expenditures Comparison  
PPs 1 - 22**

	All OT Hours	O&M OT Expenditures
2007	416,142	\$15,331,296
2008	346,057	\$12,344,205
2009	252,221	\$8,691,263

Figure 2

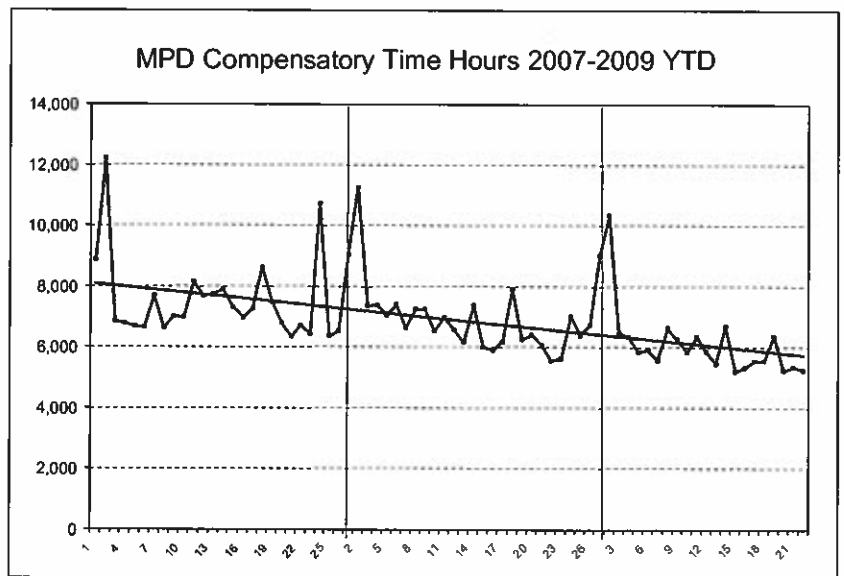
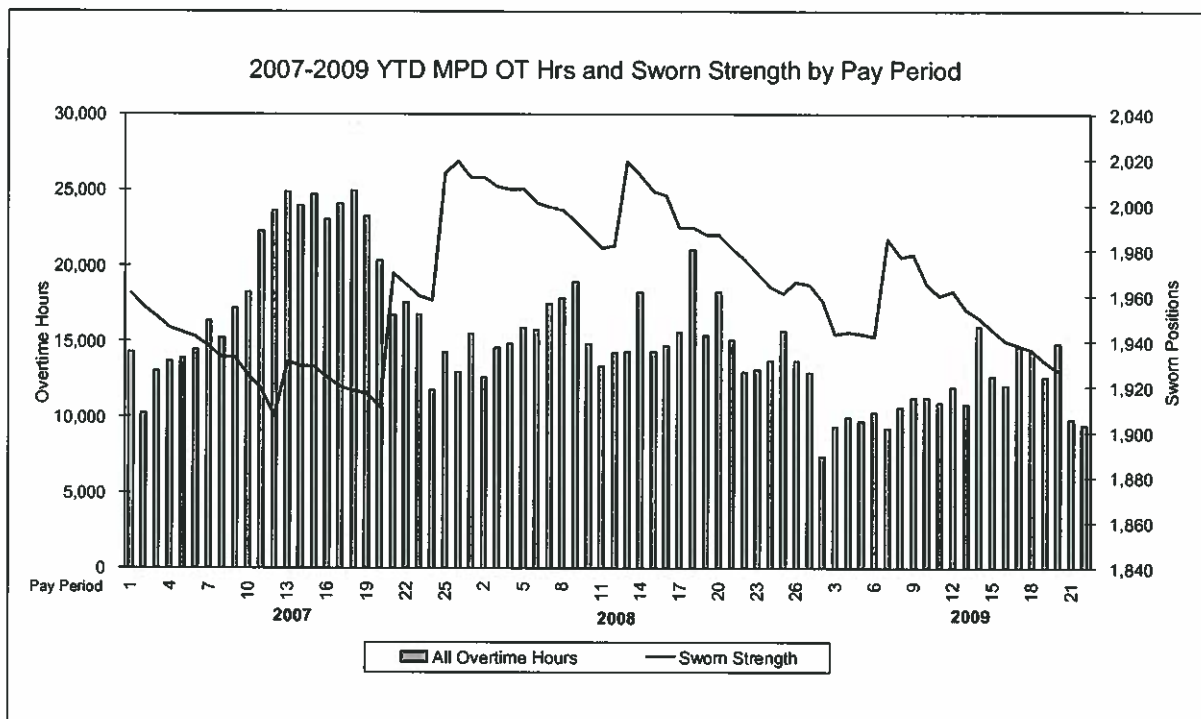




Figure 3



If you have further questions regarding overtime expenditure data, please feel free to contact David Schroeder of the Budget Office at extension 8524. If you need additional information regarding Police Department strategies and initiatives, please contact Chief of Staff Captain Judy Pal at 935-7770.

Sincerely,

Mark Nicolini  
Budget and Management Director

Edward Flynn  
Chief of Police

DS:dmr

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



Department of Administration  
Budget and Policy Division

**Tom Barrett**  
Mayor

**Sharon Robinson**  
Administration Director

**Mark Nicolini**  
Budget and Management Director

June 9, 2009

Ref: 09034

Alderman Michael Murphy, Chair  
Finance and Personnel Committee  
City Hall, Room 205

Subject: 2009 Police Department Overtime Status Report

Dear Alderman Murphy:

This communication reports Milwaukee Police Department (MPD) overtime expenditures in accordance with Common Council File 021045. The report contains general 2009 overtime and salary data related to dollars and hours expended, along with various comparison data from prior years.

#### **Issue Summary**

1. So far, the MPD has expended \$3.7 million of O&M (tax levy supported) overtime in 2009, a decrease of \$2.4 million from the same period in 2008.
2. MPD utilized about 102,000 hours of total overtime so far in 2009, a 35.5% decrease from the same period in 2008.
3. Overtime controls put in place during the second quarter of 2008 produced favorable and lasting results. Data reflect a significant reduction in overtime without an increase in compensatory time.
4. There is a low probability that the MPD will over expend overtime or total salary appropriations for 2009.

#### **Overtime Budgets, Expenditures, Hours**

The 2009 MPD tax levy-supported overtime budget is \$15.1 million. This amount is adjusted for the Milwaukee Police Supervisors' Organization (MPSO) 2004-2006 contract settlement and to correct for the counting of FLSA related overtime (ec 079) that is seen in the line-item budget under "other" salaries. Additional budget funding is included in the Wages Supplement Fund for the MPSO settlement, while the 079 correction is already budgeted in the MPD salary account and simply represents a shift in reporting.

The tax levy and grant supported overtime expenditures, depicted in Figure 1, continue to show results of the MPD's overtime planning and controls, with significant impacts visible starting in pay period 10, 2008. With these controls, greater reductions in overtime have continued on through 2009. A comparison of all overtime hours and O&M overtime expenditures for pay periods 1 through 10 is presented on the following page in Table 1. Even with varying rates of pay for each respective year, the MPD has reduced O&M overtime expenditures by 32% from 2007 and 39% from 2008 expenditures.

Since prior year data contain varying wage rates for labor agreements of multiple bargaining units, individuals in the department may be receiving different levels (contract year) of compensation at any particular time. Most recently, the Milwaukee Police Supervisors Organization (MPSO) members were at 2003 rates of pay until pay period 26, 2008 when they started receiving 2006 rates. As Figure 3 and Table 1 depict, the overtime hours expended have been significantly reduced when compared to the same time periods of previous years. For example, total hours expended year-to-date in 2009 totals 102,000 hours, compared to 158,000 hours in 2008, a 35% decrease.

### Compensatory Time

It is important to report, as depicted in Figure 2, that the MPD overtime control has been successful in that overtime has not simply shifted to compensatory time. For comparison, 2009 year-to-date compensatory time is approximately 5% less than was experienced in the previous 3 years.

### Total Salary Expenditures

Overtime, while represented as a separate budget line item, is accounted for within the MPD's \$162.5 million 2009 salary account (not adjusted for the mentioned MPSO settlement). With current overtime and salary expenditure data available, there is a low probability that the MPD would over expend its salary appropriations, even when taking into account the likely increase in overtime expenditures during the summer months.

Figure 1

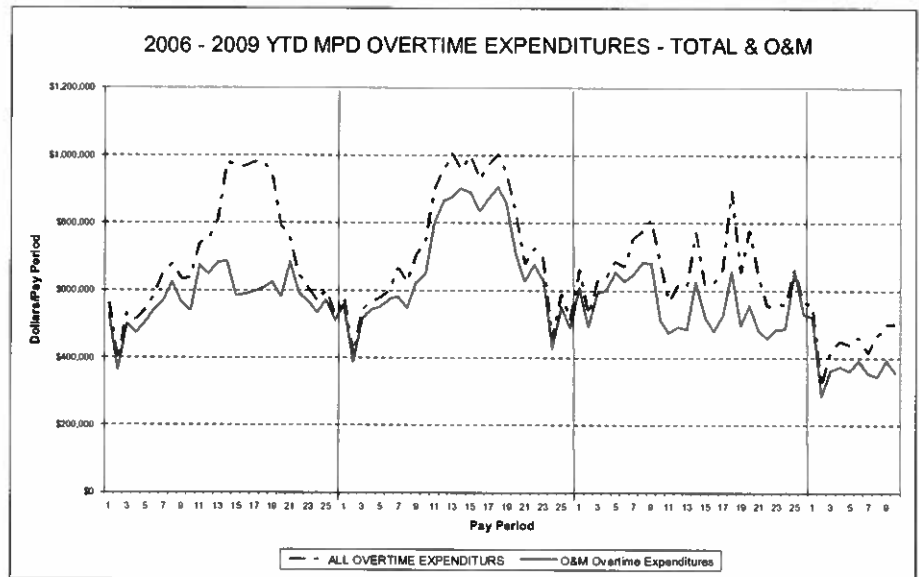
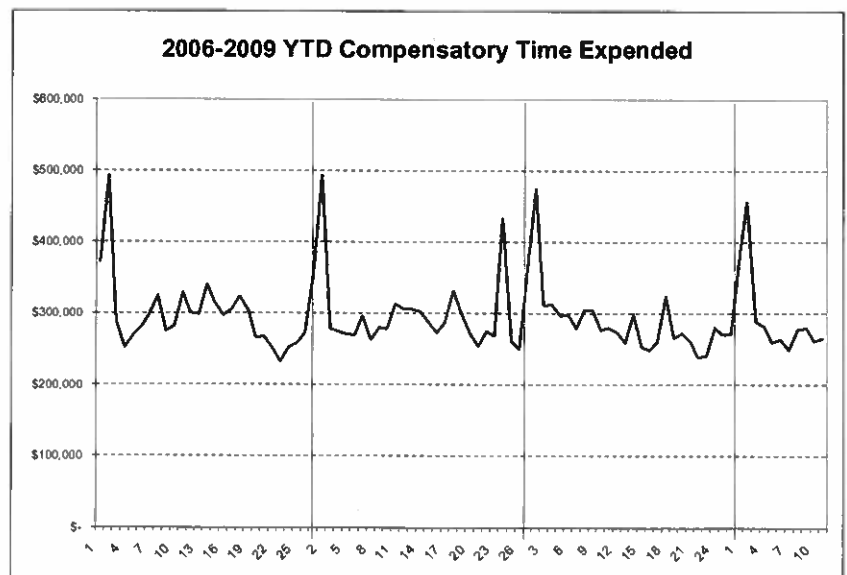


Table 1

**MPD OT Hours & Expenditures Comparison  
PPs 1 - 10**

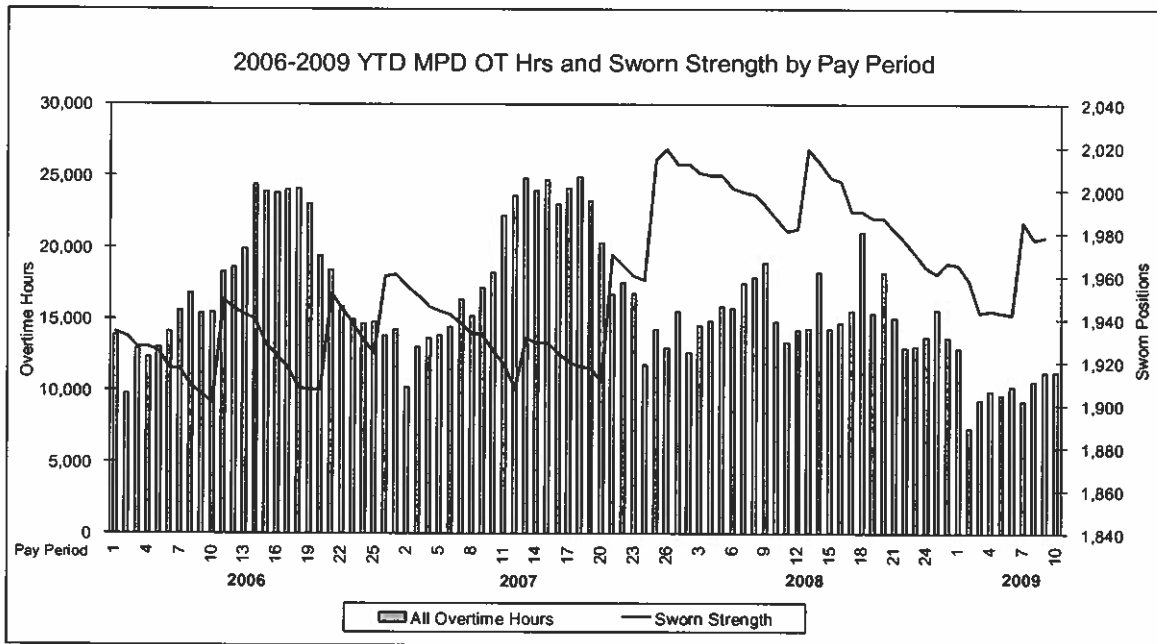
	All OT Hours	O&M OT Expenditures
2006	139,511	\$5,201,962
2007	146,679	\$5,526,161
2008	158,417	\$6,101,918
2009	102,166	\$3,745,852

Figure 2



June 9, 2009

Figure 3



If you have further questions regarding overtime expenditure data, please feel free to contact David Schroeder of the Budget Office at extension 8524. If you need additional information regarding Police Department strategies and initiatives, please contact Acting Chief of Staff Captain Diana Rowe at 935-7770.

Sincerely,

Mark Nicolini  
Budget and Management Director

Edward Flynn  
Chief of Police

DS:dmr

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

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## Finance & Personnel Committee

## Finance & Personnel Committee

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## Legislation Details (With Text)

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**File #:** 090949      **Version:** 0

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

**File created:** 11/3/2009      **In control:** FINANCE & PERSONNEL COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** An ordinance implementing various provisions of the 2010 budget.

**Sponsors:** THE CHAIR

**Indexes:** BUDGET

**Attachments:** Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/19/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

---

**File #:** 090949 **Version:** 0

---

**Number**

090949

**Version**

ORIGINAL

**Reference**

**Sponsor**

THE CHAIR

**Title**

An ordinance implementing various provisions of the 2010 budget.

**Requestor**

**Drafter**

CC

jro

11/10/09





# City of Milwaukee

200 E. Wells Street  
Milwaukee, Wisconsin  
53202

## Master With Text

**File Number: 090675**

**File ID:** 090675

**Type:** Ordinance

**Status:** In Committee

**Version:** 1

**Reference:** 080521

**Controlling Body:** FINANCE &  
PERSONNEL  
COMMITTEE

**Requester:**

**Cost:**

**File Created:** 09/22/2009

**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 070018, 070021, 070024, 090773 and 090830 for attachments.

### Code Sections:

**Agenda Date:**

**Indexes:** SALARY ORDINANCE

**Agenda Number:**

**Sponsors:** THE CHAIR

**Enactment Date:**

### Attachments:

**Enactment Number:**

**Drafter:** tjm

**Effective Date:**

**Contact:**

**Extra Date 2:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	09/22/2009	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	<b>Action Text:</b>	This Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE					
0	FINANCE & PERSONNEL COMMITTEE	11/19/2009	HEARING NOTICES SENT		11/24/2009		
1	CITY CLERK	11/23/2009	DRAFT SUBMITTED				
	<b>Action Text:</b>	This Ordinance was DRAFT SUBMITTED					
0	FINANCE & PERSONNEL COMMITTEE	11/24/2009					

## Text of Legislative File 090675

..Number  
090675  
..Version  
Substitute 1  
..Reference

080521

..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:

Health Department, District Council 48 union employees, Association of Municipal Attorneys union employees, Association of Scientific Personnel union employees, Technicians, Engineers and Architects of Milwaukee (TEAM) union employees

..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 004, add the title "Health Project Coordinator" and delete the title "Compliance Analyst."

Under Salary Grade 006, add the title "Compliance Analyst."

Part 2. Section 2a 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 1, 2007 - December 31, 2006):

Pay Range 148

Official Rate-Biweekly (2007)

Minimum	Maximum
1,995.73	4,723.95

Part 3. Section 2a 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 1, 2008 - December 30, 2007):

Pay Range 148

Official Rate-Biweekly (2008)

Minimum	Maximum
2,015.69	4,771.19

Part 4. Section 2a 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 14, 2008 - June 29, 2008):

Pay Range 148

Official Rate-Biweekly (2008)

Minimum	Maximum
2,035.85	4,818.90

Part 5. Section 2a 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 1, 2009 - December 29, 2008):

Pay Range 148

Official Rate-Biweekly (2009)

Minimum	Maximum
2,056.21	4,867.09

Part 6. Section 2a 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 14, 2009 - June 28, 2009):

Pay Range 148

Official Rate-Biweekly (2009)

Minimum	Maximum
2,076.77	4,915

Part 7. Section 3 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 1, 2007 - December 31, 2006):

Under Pay Range 252, delete footnote 5/ in its entirety and substitute the following:

5/ Effective March 9, 1982, Water Distribution Repair Workers II shall receive a task rate equal to the difference in the hourly maximum salaries of the Water Distribution Repair Worker II and Water Distribution Chief Repair Worker when acting as Water Distribution Chief Repair Worker according to the guidelines outlined in the Milwaukee Water Works "Guidelines for Payment of Task Rate to (Water) Distribution Repair Worker II" dated November 19, 1981. Effective Pay Period 1, 2007 this differential is \$4.01 per hour (\$320.80 biweekly).

Under Pay Range 260, in footnote 7/ delete the rate and replace as follows: \$1,834.19 (2007).

Under Pay Range 282, delete the rates and replace as follows: \$1,743.50, \$1,799.84, \$1,860.64, \$1,922.62, \$2,000.20.

Under Pay Range 282, footnote 2/ delete the rate and replace as follows: \$2,072.17 (2007).

Part 8. Section 3 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 1, 2008 - December 30, 2007):

Under Pay Range 252, delete footnote 5/ in its entirety and substitute the following:

5/ Effective March 9, 1982, Water Distribution Repair Workers II shall receive a task rate equal to the difference in the hourly maximum salaries of the Water Distribution Repair Worker II and Water Distribution Chief Repair Worker when acting as Water Distribution Chief Repair Worker according to the guidelines outlined in the Milwaukee Water Works "Guidelines for Payment of Task Rate to (Water) Distribution Repair Worker II" dated November 19, 1981. Effective Pay Period 1, 2008 this differential is \$4.05 per hour (\$324.00 biweekly).

Under Pay Range 260, footnote 7, delete the rate and replace as follows: \$1,852.53 (PP 1, 2008).

Under Pay Range 282, footnote 2, delete the rate and replace as follows: \$2,092.89 (PP 1, 2008).

Part 9. Section 3 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 5, 2008 - February 4, 2008):

Under Pay Range 282, delete footnote 2/.

Create new Pay Range 288 with the following biweekly rates of pay: \$1,817.84, \$1,879.25, \$1,941.85, \$2,020.20, \$2,092.89, \$2,209.03.

Under Pay Range 288, create footnote 1/ with the following rate: \$2,092.89 (PP 5, 2008).

Part 10. Section 3 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 14, 2008 - June 29, 2008):

Under Pay Range 252, delete footnote 5/ in its entirety and substitute the following:

5/ Effective March 9, 1982, Water Distribution Repair Workers II shall receive a task rate equal to the difference in the hourly maximum salaries of the Water Distribution Repair Worker II and Water Distribution Chief Repair Worker when acting as Water Distribution Chief Repair Worker according to the guidelines outlined in the Milwaukee Water Works "Guidelines for Payment of Task Rate to (Water) Distribution Repair Worker II" dated November 19, 1981. Effective Pay Period 14, 2008 this differential is \$4.10 per hour (\$328.00 biweekly).

Under Pay Range 260, in footnote 7/ delete the rate and replace as follows: \$1,871.06 (PP 14, 2008).

Under Pay Range 288, delete the rates and substitute as follows: \$1,836.02, \$1,898.04, \$1,961.27, \$2,040.40, \$2,113.82, \$2,231.12.

Under Pay Range 288, footnote 1/ delete the rate and replace as follows: \$2,113.82 (PP 14, 2008).

Part 11. Section 3 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 1, 2009 - December 28, 2008):

Under Pay Range 252, delete footnote 5/ in its entirety and substitute the following:

5/ Effective March 9, 1982, Water Distribution Repair Workers II shall receive a task rate equal to the difference in the hourly maximum salaries of the Water Distribution Repair Worker II and Water Distribution Chief Repair Worker when acting as Water Distribution Chief Repair Worker according to the guidelines outlined in the Milwaukee Water Works "Guidelines for Payment of Task Rate to (Water) Distribution Repair Worker II" dated November 19, 1981. Effective Pay Period 1, 2009 this differential is \$4.14 per hour (\$331.20 biweekly).

Under Pay Range 260, footnote 7/ delete the rate and replace as follows: \$1,889.77 (PP 1, 2009).

Under Pay Range 288, delete the rates and substitute as follows: \$1,854.38, \$1,917.02, \$1,980.88, \$2,060.80, \$2,134.96, \$2,253.43.

Under Pay Range 288, footnote 1/ delete the rate and replace as follows: \$2,134.96 (PP 1, 2009).

Part 12. Section 3 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 14, 2009 - June 28, 2009):

Under Pay Range 252, delete footnote 5/ in its entirety and substitute the following:

5/ Effective March 9, 1982, Water Distribution Repair Workers II shall receive a task rate equal to the difference in the hourly maximum salaries of the Water Distribution Repair Worker II and Water Distribution Chief Repair Worker when acting as Water Distribution Chief Repair Worker according to the guidelines outlined in the Milwaukee Water Works "Guidelines for Payment of Task Rate to (Water) Distribution Repair Worker II" dated November 19, 1981. Effective Pay Period 14, 2009 this differential is \$4.18 per hour (\$334.40 biweekly).

Under Pay Range 260, footnote 7, delete the rate and replace as follows: 1,908.67 (PP 14, 2009).

Under Pay Range 288, delete the rates and substitute as follows: \$1,872.92, \$1,936.19, \$2,000.69, \$2,081.41, \$2,156.31, \$2,275.96.

Under Pay Range 288, footnote 1/ delete the rate and replace as follows: \$2,156.31 (PP 14, 2009).

Part 13. Section 5 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 1, 2007 - December 31, 2006):

Under Pay Range 455, add the following paragraph: "Employees represented by District Council 48,

AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,426.50, \$1,460.22, \$1,495.76, \$1,533.69, \$1,590.36.

Under Pay Range 460, in footnote 3/ delete the rates and replace as follows: \$1,395.51, \$1,438.84, \$1,483.51, \$1,529.60, \$1,577.06, \$1,626.04, \$1,676.53, \$1,728.57, \$1,782.28, \$1,837.64, \$1,894.69, \$1,943.53 (2007).

Part 14. Section 5 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 1, 2008 - December 30, 2007):

Under Pay Range 415, footnote 4, delete the rate and replace as follows: \$1,391.34 (PP 1, 2008).

Under Pay Range 437, delete the current paragraph regarding employees represented by District Council 48, AFSCME, AFL-CIO and replace as follows: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,344.96, \$1,373.99, \$1,406.65, \$1,441.02, \$1,477.17, \$1,515.21, \$1,555.87.

Under Pay Range 460, in footnote 1/ delete the rate and replace as follows: \$1,702.46 (PP 1, 2008).

Part 15. Section 5 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 14, 2008 - June 29, 2008):

Under Pay Range 415, footnote 4/ delete the rate and replace as follows: \$1,405.25 (PP 14, 2008).

Under Pay Range 460, in footnote 1/ delete the rate and replace as follows: \$1,719.48 (PP 14, 2008).

Part 16. Section 5 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 1, 2009 - December 28, 2008):

Under Pay Range 415, footnote 4/ delete the rate and replace as follows: \$1,419.30 (PP 1, 2009).

Under Pay Range 437, delete the current paragraph regarding employees represented by District Council 48, AFSCME, AFL-CIO and replace as follows: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,371.99, \$1,401.61, \$1,434.93, \$1,469.98, \$1,506.86, \$1,545.66, \$1,587.14.

Under Pay Range 460, in footnote 1/ delete the rate and replace as follows: \$1,736.67 (PP 1, 2009).

Part 17. Section 5 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 14, 2009 - June 28, 2009):

Under Pay Range 415, footnote 4/ delete the rate and replace as follows: \$1,433.49 (PP 14, 2009).

Under Pay Range 437, delete current paragraph regarding employees represented by District Council 48, AFSCME, AFL-CIO and replace as follows: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2009: \$1,385.71, \$1,415.63, \$1,449.28, \$1,484.68, \$1,521.93, \$1,561.12, \$1,603.01.

Under Pay Range 460, in footnote 1/ delete the rate and replace as follows: \$1,754.04 (PP 14, 2009).

Part 18. Section 8 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 1, 2007 - December 31, 2006):

Under Pay Range 540, in footnote 8/ step 12 delete the rate \$1,943.33 and replace with \$1,953.53.

Part 19. Section 8 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 1, 2008 - December 30, 2007):

Under Pay Range 540, in footnote 5/ delete the rate and replace as follows: \$2,001.29 (PP 1, 2008).

Under Pay Range 540, in footnote 8/ step 12 delete the rate \$1,962.76 and replace with \$1,973.07.

Part 20. Section 8 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 14, 2008 - June 29, 2008):

Under Pay Range 500, in footnote 1/ delete the rate \$1,524.44 and replace as follows: \$1,539.68 (PP 14, 2008).

Under Pay Range 500, in footnote 2/ delete the rate \$1,539.68 and replace as follows: \$1,503.44 (PP 14, 2008).

Under Pay Range 540, in footnote 5/ delete the rate and replace as follows: \$2,021.30 (PP 14, 2008).

Under Pay Range 540, in footnote 8/ step 12 delete the rate \$1,982.39 and replace with \$1,992.80.

Part 21. Section 8 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 1, 2009 - December 28, 2008):

Under Pay Range 500, in footnote 2/, delete the rate and replace as follows: \$1,518.47 (PP 1, 2009).

Under Pay Range 540, in footnote 5/, delete the rate and replace as follows: \$2,041.51 (PP 1, 2009).

Under Pay Range 540, in footnote 8/ step 12 delete the rate \$2,002.21 and replace with \$2,012.73.

Part 22. Section 8 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 14, 2009 - June 28, 2009):

Under Pay Range 500, in footnote 2/ delete the rate and replace as follows: \$1,533.65 (PP 14, 2009).

Under Pay Range 535, in footnote 1/ step 2 delete the rate \$1,512.52 and replace with \$1,812.52.

Under Pay Range 536, in footnote 1/ delete the rate and replace as follows: \$1,914.56 (PP 14, 2009).

Under Pay Range 540, in footnote 5/ delete the rate and replace as follows: \$2,061.93 (PP 14, 2009).

Under Pay Range 540, in footnote 8/ correct the effective date to read as follows: (updated effective Pay Period 14, 2009).

Under Pay Range 540, in footnote 8/ step 12 delete the rate \$2,022.23 and replace with \$2,032.86.

Part 23. Section 10 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 1, 2007 - December 31, 2006):

Pay Range 619

Official Rate-Biweekly (2007)

1,561.06	1,629.11	1,700.15	1,774.32	1,865.22
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Pay Range 620

Official Rate-Biweekly (2007)

1,629.11	1,700.15	1,774.32	1,851.65	1,932.41
*	*		*	
2,016.67	2,104.56	2,209.97		

\*Technical "M" Ranges

Pay Range 621

Official Rate-Biweekly (2007)

1,851.65	1,932.41	2,016.67	2,104.56	2,209.97
----------	----------	----------	----------	----------

Pay Range 622

Official Rate-Biweekly (2007)

1,932.41	2,016.67	2,104.56	2,196.38	2,292.12
*	*			
2,392.07	2,510.01			

\*Technical "M Ranges

Pay Range 624

Official Rate-Biweekly (2007)

1,851.65	1,932.41	2,016.67	2,104.56	2,209.97
----------	----------	----------	----------	----------

Pay Range 625

Official Rate-Biweekly (2007)

2,055.93	2,154.58	2,258.06	2,366.42	2,479.98
2,599.04	2,723.78			

Pay Range 626

Official Rate-Biweekly (2007)

2,104.56	2,196.38	2,292.12	2,392.07	2,510.01
----------	----------	----------	----------	----------

Pay Range 627

Official Rate-Biweekly (2007)

2,292.12	2,392.07	2,496.41	2,605.18	2,732.37
----------	----------	----------	----------	----------

Pay Range 628

Official Rate-Biweekly (2007)

2,391.26	2,496.41	2,605.18	2,718.76	2,850.93
----------	----------	----------	----------	----------

Pay Range 629

Official Rate-Biweekly (2007)

2,391.26	2,496.49	2,606.32	2,721.02	2,840.73
2,965.73	3,096.21			

Pay Range 630

Official Rate-Biweekly (2007)

2,718.76	2,837.31	2,961.06	3,090.16	3,238.55
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Part 24. Section 10 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 1, 2008 - December 30, 2007):

Pay Range 619

Official Rate-Biweekly (2008)

1,576.67	1,645.40	1,717.15	1,792.06	1,883.87
----------	----------	----------	----------	----------

Pay Range 620

Official Rate-Biweekly (2008)

1,645.40	1,717.15	1,792.06	1,870.17	1,951.73
*	*	*		
2,036.84	2,125.61	2,232.07		

\*Technical "M" Ranges

Pay Range 621

Official Rate-Biweekly (2008)

1,870.17	1,951.73	2,036.84	2,125.61	2,232.07
----------	----------	----------	----------	----------

Pay Range 622

Official Rate-Biweekly (2008)

1,951.73	2,036.84	2,125.61	2,218.34	2,315.04
*	*			
2,415.99	2,535.11			

\*Technical "M Ranges

Pay Range 624

Official Rate-Biweekly (2008)

1,870.17	1,951.73	2,036.84	2,125.61	2,232.07
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Pay Range 625

Official Rate-Biweekly (2008)

2,076.49	2,176.13	2,280.64	2,390.08	2,504.78
2,625.03	2,751.02			

Pay Range 626



Official Rate-Biweekly (2008)

2,125.61	2,218.34	2,315.04	2,415.99	2,535.11
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Pay Range 627

Official Rate-Biweekly (2008)

2,315.04	2,415.99	2,521.37	2,631.23	2,759.69
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Pay Range 628

Official Rate-Biweekly (2008)

2,415.17	2,521.37	2,631.23	2,745.95	2,879.44
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Pay Range 629

Official Rate-Biweekly (2008)

2,415.17	2,521.45	2,632.38	2,748.23	2,869.14
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2,995.39	3,127.17
----------	----------

Pay Range 630

Official Rate-Biweekly (2008)

2,745.95	2,865.68	2,990.67	3,121.06	3,270.94
----------	----------	----------	----------	----------

Part 25. Section 10 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 14, 2008 - June 29, 2008):

Pay Range 619

Official Rate-Biweekly (2008)

1,592.44	1,661.85	1,734.32	1,809.98	1,902.71
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Pay Range 620

Official Rate-Biweekly (2008)

1,661.85	1,734.32	1,809.98	1,888.87	1,971.25
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2,057.21	2,146.87	2,254.39
----------	----------	----------

\*Technical "M" Ranges

Pay Range 621

Official Rate-Biweekly (2008)

1,888.87	1,971.25	2,057.21	2,146.87	2,254.39
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Pay Range 622

Official Rate-Biweekly (2008)

1,971.25	2,057.21	2,146.87	2,240.52	2,338.19
*	*			
2,440.15	2,560.46			

\*Technical "M Ranges

Pay Range 624

Official Rate-Biweekly (2008)

1,888.87	1,971.25	2,057.21	2,146.87	2,254.39
----------	----------	----------	----------	----------

Pay Range 625

Official Rate-Biweekly (2008)

2,097.25	2,197.89	2,303.45	2,413.98	2,529.83
2,651.28	2,778.53			

Pay Range 626

Official Rate-Biweekly (2008)

2,146.87	2,240.52	2,338.19	2,440.15	2,560.46
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Pay Range 627

Official Rate-Biweekly (2008)

2,338.19	2,440.15	2,546.58	2,657.54	2,787.29
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Pay Range 628

Official Rate-Biweekly (2008)

2,439.32	2,546.58	2,657.54	2,773.41	2,908.23
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Pay Range 629

Official Rate-Biweekly (2008)

2,439.32	2,546.66	2,658.70	2,775.71	2,897.83
3,025.34	3,158.44			

Pay Range 630

Official Rate-Biweekly (2008)

2,773.41	2,894.34	3,020.58	3,152.27	3,303.65
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Part 26. Section 10 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 1, 2009 - December 29, 2008):

Pay Range 619

Official Rate-Biweekly (2009)

1,608.36	1,678.47	1,751.66	1,828.08	1,921.74
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Pay Range 620

Official Rate-Biweekly (2009)

1,678.47	1,751.66	1,828.08	1,907.76	1,990.96
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2,077.78	2,168.34	2,276.93
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\*Technical "M" Ranges

Pay Range 621

Official Rate-Biweekly (2009)

1,907.76	1,990.96	2,077.78	2,168.34	2,276.93
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Pay Range 622

Official Rate-Biweekly (2009)

1,990.96	2,077.78	2,168.34	2,262.93	2,361.57
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\*

2,464.55	2,586.06
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\*Technical "M Ranges

Pay Range 624

Official Rate-Biweekly (2009)

1,907.76	1,990.96	2,077.78	2,168.34	2,276.93
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Pay Range 625

Official Rate-Biweekly (2009)

2,118.22	2,219.87	2,326.48	2,438.12	2,555.13
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2,677.79	2,806.32
----------	----------

Pay Range 626

Official Rate-Biweekly (2009)

2,168.34	2,262.93	2,361.57	2,464.55	2,586.06
----------	----------	----------	----------	----------

Pay Range 627

Official Rate-Biweekly (2009)

2,361.57	2,464.55	2,572.05	2,684.12	2,815.16
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Pay Range 628

Official Rate-Biweekly (2009)

2,463.71	2,572.05	2,684.12	2,801.14	2,937.31
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Pay Range 629

Official Rate-Biweekly (2009)

2,463.71	2,572.13	2,685.29	2,803.47	2,926.81
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3,055.59	3,190.02
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Pay Range 630

Official Rate-Biweekly (2009)

2,801.14	2,923.28	3,050.79	3,183.79	3,336.69
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Part 27. Section 10 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 14, 2009 - June 28, 2009):

Pay Range 619

Official Rate-Biweekly (2009)

1,624.44	1,695.25	1,769.18	1,846.36	1,940.96
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Pay Range 620

Official Rate-Biweekly (2009)

1,695.25	1,769.18	1,846.36	1,926.84	2,010.87
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2,098.56	2,190.02	2,299.70
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\*Technical "M" Ranges

Pay Range 621

Official Rate-Biweekly (2009)

1,926.84	2,010.87	2,098.56	2,190.02	2,299.70
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Pay Range 622

Official Rate-Biweekly (2009)

2,010.87	2,098.56	2,190.02	2,285.56	2,385.19
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2,489.20	2,611.92
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\*Technical "M" Ranges

Pay Range 624

Official Rate-Biweekly (2009)

1,926.84	2,010.87	2,098.56	2,190.02	2,299.70
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Pay Range 625

Official Rate-Biweekly (2009)

2,139.40	2,242.07	2,349.74	2,462.50	2,580.68
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2,704.57	2,834.38
----------	----------

Pay Range 626

Official Rate-Biweekly (2009)

2,190.02	2,285.56	2,385.19	2,489.20	2,611.92
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Pay Range 627

Official Rate-Biweekly (2009)

2,385.19	2,489.20	2,597.77	2,710.96	2,843.31
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Pay Range 628

Official Rate-Biweekly (2009)

2,488.35	2,597.77	2,710.96	2,829.15	2,966.68
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Pay Range 629

Official Rate-Biweekly (2009)

2,488.35	2,597.85	2,712.14	2,831.50	2,956.08
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3,086.15	3,221.92
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Pay Range 630

Official Rate-Biweekly (2009)

2,829.15	2,952.51	3,081.30	3,215.63	3,370.06
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Part 28. Section 11 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 1, 2007 - December 31, 2006):

Pay Range 635

Official Rate-Biweekly (2007)

1,371.57	1,401.19	1,434.48	1,469.50	1,506.36	1,572.89
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Pay Range 640

Official Rate-Biweekly (2007)

1,463.79      1,505.87      1,553.69      1,604.98      1,658.24

Pay Range 642

Official Rate-Biweekly (2007)

1,715.75      1,778.34      1,845.78      1,916.71      1,980.88      2,080.58

Pay Range 644

Official Rate-Biweekly (2007)

1,980.88      2,050.61      2,120.17      2,212.14      2,304.28      2,407.01

Pay Range 646

Official Rate-Biweekly (2007)

2,212.14      2,304.28      2,407.01      2,486.43      2,568.48      2,653.23

Part 29. Section 11 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 1, 2008 (December 30, 2007):

Pay Range 635

Official Rate-Biweekly (2008)

1,385.29      1,415.20      1,448.82      1,484.20      1,521.42      1,588.62

Pay Range 640

Official Rate-Biweekly (2008)

1,478.43      1,520.93      1,569.23      1,621.03      1,674.82

Pay Range 642

Official Rate-Biweekly (2008)

1,732.91      1,796.12      1,864.24      1,935.88      2,000.69      2,101.39

Pay Range 644

Official Rate-Biweekly (2008)

2,000.69      2,071.12      2,141.37      2,234.26      2,327.32      2,431.08

Pay Range 646

Official Rate-Biweekly (2008)

2,234.26      2,327.32      2,431.08      2,511.29      2,594.16      2,679.76

Part 30. Section 11 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 14, 2008 - June 29, 2008):

Pay Range 635

Official Rate-Biweekly (2008)

1,399.14	1,429.35	1,463.31	1,499.04	1,536.63	1,604.51
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Pay Range 640

Official Rate-Biweekly (2008)

1,493.21	1,536.14	1,584.92	1,637.24	1,691.57
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Pay Range 642

Official Rate-Biweekly (2008)

1,750.24	1,814.08	1,882.88	1,955.24	2,020.70	2,122.40
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Pay Range 644

Official Rate-Biweekly (2008)

2,020.70	2,091.83	2,162.78	2,256.60	2,350.59	2,455.39
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Pay Range 646

Official Rate-Biweekly (2008)

2,256.60	2,350.59	2,455.39	2,536.40	2,620.10	2,706.56
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Part 31. Section 11 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 1, 2009 (December 29, 2008):

Pay Range 635

Official Rate-Biweekly (2009)

1,413.13	1,443.64	1,477.94	1,514.03	1,552.00	1,620.56
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Pay Range 640

Official Rate-Biweekly (2009)

1,508.14	1,551.50	1,600.77	1,653.61	1,708.49
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Pay Range 642

Official Rate-Biweekly (2009)

1,767.74	1,832.22	1,901.71	1,974.79	2,040.91	2,143.62
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Pay Range 644

Official Rate-Biweekly (2009)

2,040.91	2,112.75	2,184.41	2,279.17	2,374.10	2,479.94
----------	----------	----------	----------	----------	----------

Pay Range 646

Official Rate-Biweekly (2009)

2,279.17      2,374.10      2,479.94      2,561.76      2,646.30      2,733.63

Part 32. Section 11 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 14, 2009 - June 28, 2009):

Pay Range 635

Official Rate-Biweekly (2009)

1,427.26      1,458.08      1,492.72      1,529.17      1,567.52      1,636.77

Pay Range 640

Official Rate-Biweekly (2009)

1,523.22      1,567.02      1,616.78      1,670.15      1,725.57

Pay Range 642

Official Rate-Biweekly (2009)

1,785.42      1,850.54      1,920.73      1,994.54      2,061.32      2,165.06

Pay Range 644

Official Rate-Biweekly (2009)

2,061.32      2,133.88      2,206.25      2,301.96      2,397.84      2,504.74

Pay Range 646

Official Rate-Biweekly (2009)

2,301.96      2,397.84      2,504.74      2,587.38      2,672.76      2,760.97

Part 33. Section 23 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 14, 2009 - June 28, 2009):

Under Pay Range 936, delete the rate and replace as follows: \$2,020.78.

Part 34. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Part 35. The provisions of Parts 2, 7, 13, 18, 23 and 28 of this ordinance are deemed to have been in force and effect from and after Pay Period 1, 2007 (December 31, 2006).

The provisions of Parts 3, 8, 14, 19, 24 and 29 of this ordinance are deemed to have been in force and effect from and after Pay Period 1, 2008 (December 30, 2007).

The provisions of Part 9 of this ordinance are deemed to have been in force and effect from and after Pay Period 5, 2008 (February 4, 2008).

The provisions of Parts 4, 10, 15, 20, 25 and 30 of this ordinance are deemed to have been in force and effect from and after Pay Period 14, 2008 (June 29, 2008).



The provisions of Parts 5, 11, 16, 21, 26 and 31 of this ordinance are deemed to have been in force and effect from and after Pay Period 1, 2009 (December 28, 2008).

The provisions of Parts 6, 12, 17, 22, 27, 32 and 33 of this ordinance are deemed to have been in force and effect from and after Pay Period 14, 2009 (June 28, 2009).

The provisions of all other parts of this ordinance are deemed to be in force and effect from and after its passage and publication.

Part 36. This ordinance will take effect and be in force from and after its passage and publication.

..Drafter  
City Clerk's Office  
TJM  
11/23/09

**F&P FILE NUMBER: 090949**

[illegible]



# City of Milwaukee

200 E. Wells Street  
Milwaukee, Wisconsin  
53202

## Master With Text

**File Number: 090676**

**File ID:** 090676

**Type:** Ordinance

**Status:** In Committee

**Version:** 1

**Reference:** 080522

**Controlling Body:** FINANCE &  
PERSONNEL  
COMMITTEE

**Requester:**

**Cost:**

**File Created:** 09/22/2009

**File Name:**

**Final Action:**

**Title:** A substitute ordinance to further amend the 2009 offices and positions in the City Service.

**Notes:** See file 090848 for attachments.

### 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	09/22/2009	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	<b>Action Text:</b>	This Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE					
0	FINANCE & PERSONNEL COMMITTEE	11/19/2009	HEARING NOTICES SENT		11/24/2009		
1	CITY CLERK	11/23/2009	DRAFT SUBMITTED				
	<b>Action Text:</b>	This Ordinance was DRAFT SUBMITTED					
0	FINANCE & PERSONNEL COMMITTEE	11/24/2009					

## Text of Legislative File 090676

..Number  
090676  
..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:

Department of Administration - Business Operations Division, Department of City Development and Library

..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 "Department of Administration, Business Operations Division, Administrative Services", add footnote designation "(Y)" to one position of "Contract Compliance Officer."

Under "Department of City Development, General Management and Policy Development Decision Unit, Planning Section", add footnote designation "(Y)" to one position of "City Planning Manager."

Under "Library, Neighborhood Library and Extension Services Decision Unit, Extension Services Bureau, Neighborhood Services Division", add footnote designation "(Y)" to one position of "Library Public Service Area Manager."

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

11/23/09



## Legislation Details (With Text)

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**File #:** 090827      **Version:** 0

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

**File created:** 10/13/2009      **In control:** FINANCE & PERSONNEL COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** An ordinance to further amend the 2010 rates of pay of offices and positions in the City Service.

**Sponsors:** THE CHAIR

**Indexes:** SALARY ORDINANCE

**Attachments:**

Date	Ver.	Action By	Action	Result	Tally
10/13/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/19/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

**Number**

090827

**Version**

ORIGINAL

**Reference**

090458

**Sponsor**

THE CHAIR

**Title**

An ordinance to further amend the 2010 rates of pay of offices and positions in the City Service.

**Drafter**

City Clerk

TJM:dkf

10/13/09



# City of Milwaukee

200 E. Wells Street  
Milwaukee, Wisconsin  
53202

## Master With Text

**File Number: 090827**

**File ID:** 090827

**Type:** Ordinance

**Status:** In Committee

**Version:** 1

**Reference:** 090458

**Controlling Body:** FINANCE &  
PERSONNEL  
COMMITTEE

**Requester:**

**Cost:**

**File Created:** 10/13/2009

**File Name:**

**Final Action:**

**Title:** A substitute ordinance to further amend the 2010 rates of pay of offices and positions in the City Service.

**Notes:** See files 070018, 070021, 070024, 090445, 090773 and 090830 for attachments.

### Code Sections:

**Agenda Date:**

**Indexes:** SALARY ORDINANCE

**Agenda Number:**

**Sponsors:** THE CHAIR

**Enactment Date:**

### Attachments:

**Enactment Number:**

**Drafter:** tjm

**Effective Date:**

**Contact:**

**Extra Date 2:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	10/13/2009	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	<b>Action Text:</b> This Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE						
0	FINANCE & PERSONNEL COMMITTEE	11/19/2009	HEARING NOTICES SENT		11/24/2009		
0	FINANCE & PERSONNEL COMMITTEE	11/24/2009					
1	CITY CLERK	11/24/2009	DRAFT SUBMITTED				
	<b>Action Text:</b> This Ordinance was DRAFT SUBMITTED						

## Text of Legislative File 090827

..Number  
090827

..Version  
Substitute 1

..Reference  
090457

..Sponsor  
THE CHAIR

..Title  
A substitute ordinance to further amend the 2010 rates of pay of offices and positions in the City Service.

..Analysis  
This substitute ordinance changes the rates of pay in the following departments and union employees:  
Health Department, District Council 48 union employees, Association of Municipal Attorneys union employees, Association of Scientific Personnel union employees, Technicians, Engineers and Architects of Milwaukee (TEAM) union employees and Non-management/Non-representative employees

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

Part 1. Section 2 of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows:

Under Salary Grade 004, add the title "Health Project Coordinator" and delete the title "Compliance Analyst."

Under Salary Grade 006, add the title "Compliance Analyst."

Part 2. Section 2a of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 1, 2007 - December 31, 2006):

Pay Range 148

Official Rate-Biweekly (2007)

Minimum	Maximum
1,995.73	4,723.95

Part 3. Section 2a of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 1, 2008 - December 30, 2007):

Pay Range 148

Official Rate-Biweekly (2008)

Minimum	Maximum
2,015.69	4,771.19

Part 4. Section 2a of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 14, 2008 - June 29, 2008):

Pay Range 148

Official Rate-Biweekly (2008)

Minimum	Maximum
2,035.85	4,818.90



Part 5. Section 2a of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 1, 2009 - December 29, 2008):

Pay Range 148

Official Rate-Biweekly (2009)

Minimum	Maximum
2,056.21	4,867.09

Part 6. Section 2a of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 14, 2009 - June 28, 2009):

Pay Range 148

Official Rate-Biweekly (2009)

Minimum	Maximum
2,076.77	4,915

Part 7. Section 3 of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 1, 2007 - December 31, 2006):

Under Pay Range 200, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,049.71, \$1,124.26, \$1,169.85, \$1,191.19, \$1,214.12, \$1,237.12, \$1,260.07, \$1,299.94." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,049.71, \$1,124.26, \$1,169.85, \$1,191.19, \$1,214.12, \$1,237.12, \$1,260.07, \$1,299.94."

Under Pay Range 205, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,132.40, \$1,210.14, \$1,260.07, \$1,286.32, \$1,312.59, \$1,338.77, \$1,382.23." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,132.40, \$1,210.14, \$1,260.07, \$1,286.32, \$1,312.59, \$1,338.77, \$1,382.23."

Under Pay Range 210, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,204.26, \$1,286.32, \$1,312.59, \$1,338.77, \$1,368.62, \$1,409.24." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,204.26, \$1,286.32, \$1,312.59, \$1,338.77, \$1,368.62, \$1,409.24."

Under Pay Range 215, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,315.24, \$1,341.43, \$1,371.27, \$1,398.29, \$1,442.35." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,315.24, \$1,341.43, \$1,371.27, \$1,398.29, \$1,442.35."

Under Pay Range 220, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,328.32, \$1,356.36, \$1,384.77, \$1,413.52, \$1,458.39." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,328.32, \$1,356.36, \$1,384.77, \$1,413.52, \$1,458.39."

Under Pay Range 225, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,341.43, \$1,371.27, \$1,398.29, \$1,428.75, \$1,474.46." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,341.43, \$1,371.27, \$1,398.29, \$1,428.75, \$1,474.46."

Under Pay Range 230, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,352.11, \$1,379.12, \$1,409.54, \$1,441.63, \$1,489.03." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,352.11, \$1,379.12, \$1,409.54, \$1,441.63, \$1,489.03."

Under Pay Range 235, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,382.67, \$1,411.86, \$1,443.95, \$1,477.78, \$1,526.89." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,382.67, \$1,411.86, \$1,443.95, \$1,477.78, \$1,526.89."

Under Pay Range 238, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,398.36, \$1,428.15, \$1,460.27, \$1,494.31, \$1,544.64." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,398.36, \$1,428.15, \$1,460.27, \$1,494.31, \$1,544.64."

Under Pay Range 240, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,414.05, \$1,444.48, \$1,476.60, \$1,510.84, \$1,562.41." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,414.05, \$1,444.48, \$1,476.60, \$1,510.84, \$1,562.41."

Under Pay Range 245, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,447.93, \$1,479.97, \$1,513.78, \$1,549.29, \$1,600.76." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,447.93, \$1,479.97, \$1,513.78, \$1,549.29, \$1,600.76."

Under Pay Range 247, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,513.26, \$1,547.11, \$1,582.92, \$1,622.21, \$1,677.88." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,513.26, \$1,547.11, \$1,582.92, \$1,622.21, \$1,677.88."

Under Pay Range 248, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,465.19, \$1,498.99, \$1,534.83, \$1,574.15, \$1,629.77." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,465.19, \$1,498.99, \$1,534.83, \$1,574.15, \$1,629.77."

Under Pay Range 249, delete the following paragraph: "Employees represented by District Council 48,

AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,468.22, \$1,503.21, \$1,540.51, \$1,582.31, \$1,641.32.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,468.22, \$1,503.21, \$1,540.51, \$1,582.31, \$1,641.32.”

Under Pay Range 250, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,482.51, \$1,518.02, \$1,555.94, \$1,599.02, \$1,658.79.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,482.51, \$1,518.02, \$1,555.94, \$1,599.02, \$1,658.79.”

Under Pay Range 252, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,503.44, \$1,538.21, \$1,576.09, \$1,619.23, \$1,678.92.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,503.44, \$1,538.21, \$1,576.09, \$1,619.23, \$1,678.92.”

Under Pay Range 252, delete footnote 5/ in its entirety and substitute the following:  
5/ Effective March 9, 1982, Water Distribution Repair Workers II shall receive a task rate equal to the difference in the hourly maximum salaries of the Water Distribution Repair Worker II and Water Distribution Chief Repair Worker when acting as Water Distribution Chief Repair Worker according to the guidelines outlined in the Milwaukee Water Works “Guidelines for Payment of Task Rate to (Water) Distribution Repair Worker II” dated November 19, 1981. Effective Pay Period 1, 2007 this differential is \$4.01 per hour (\$320.80 biweekly).

Under Pay Range 254, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,465.23, \$1,556.61, \$1,594.42, \$1,637.55, \$1,697.32.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,465.23, \$1,556.61, \$1,594.42, \$1,637.55, \$1,697.32.”

Under Pay Range 255, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,521.04, \$1,556.61, \$1,594.42, \$1,637.55, \$1,697.32.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,521.04, \$1,556.61, \$1,594.42, \$1,637.55, \$1,697.32.”

Under Pay Range 258, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,533.55, \$1,570.27, \$1,610.66, \$1,655.69, \$1,738.91.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,533.55, \$1,570.27, \$1,610.66, \$1,655.69, \$1,738.91.”

Under Pay Range 260, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,546.00, \$1,583.89, \$1,626.97, \$1,673.95, \$1,739.34.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,546.00, \$1,583.89, \$1,626.97, \$1,673.95, \$1,739.34.”

Under Pay Range 260, in footnote 7/ delete the rate and replace as follows: \$1,834.19 (2007).

Under Pay Range 262, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,564.77, \$1,602.48, \$1,650.58, \$1,699.98, \$1,761.66." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,564.77, \$1,602.48, \$1,650.58, \$1,699.98, \$1,761.66."

Under Pay Range 265, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,593.19, \$1,636.26, \$1,682.39, \$1,730.49, \$1,795.87." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,593.19, \$1,636.26, \$1,682.39, \$1,730.49, \$1,795.87."

Under Pay Range 268, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,602.92, \$1,649.94, \$1,699.76, \$1,753.83, \$1,826.10." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,602.92, \$1,649.94, \$1,699.76, \$1,753.83, \$1,826.10."

Under Pay Range 270, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,634.22, \$1,681.30, \$1,731.05, \$1,785.13, \$1,857.41." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,634.22, \$1,681.30, \$1,731.05, \$1,785.13, \$1,857.41."

Under Pay Range 272, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,139.54, \$1,166.29." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,139.54, \$1,166.29."

Under Pay Range 274, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,220.70, \$1,319.67, \$1,426.66." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,634.22, \$1,681.30, \$1,731.05, \$1,785.13, \$1,892.67."

Under Pay Range 276, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,559.53, \$1,658.50, \$1,719.13." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,559.53, \$1,658.50, \$1,719.13."

Under Pay Range 280, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,822.57." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,822.57."

Under Pay Range 281, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,722.64, \$1,779.03, \$1,860.64, \$1,922.62, \$2,000.20." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,722.64, \$1,779.03, \$1,860.64, \$1,922.62, \$2,000.20."

Under Pay Range 282, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,743.50, \$1,799.84, \$1,839.85, \$1,901.83, \$1,971.04." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,743.50, \$1,799.84, \$1,839.85, \$1,901.83, \$1,971.04."

Under Pay Range 282, delete the rates and replace as follows: \$1,743.50, \$1,799.84, \$1,860.64, \$1,922.62, \$2,000.20.

Under Pay Range 282, footnote 2/ delete the rate and replace as follows: \$2,072.17 (2007).

Under Pay Range 285, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,752.91, \$1,810.10, \$1,872.08, \$1,935.15, \$2,013.68." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,752.91, \$1,810.10, \$1,872.08, \$1,935.15, \$2,013.68."

Under Pay Range 287, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,715.75, \$1,778.34, \$1,845.78, \$1,916.71, \$1,980.88, \$2,080.58." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,715.75, \$1,778.34, \$1,845.78, \$1,916.71, \$1,980.88, \$2,080.58."

Under Pay Range 291, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,760.16, \$1,845.36, \$1,934.78, \$2,028.46, \$2,126.71, \$2,229.67, \$2,302.14," and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2007: \$1,760.16, \$1,845.36, \$1,934.78, \$2,028.46, \$2,126.71, \$2,229.67, \$2,302.14"

Part 8. Section 3 of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 1, 2008 (December 30, 2007):

Under Pay Range 200, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,060.21, \$1,135.50, \$1,181.55, \$1,203.10, \$1,226.26, \$1,249.49, \$1,272.67, \$1,312.94." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,060.21, \$1,135.50, \$1,181.55, \$1,203.10, \$1,226.26, \$1,249.49, \$1,272.67, \$1,312.94."

Under Pay Range 205, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,143.72, \$1,222.24, \$1,272.67, \$1,299.18, \$1,325.72, \$1,352.16, \$1,396.05." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,143.72, \$1,222.24, \$1,272.67, \$1,299.18, \$1,325.72, \$1,352.16, \$1,396.05."

Under Pay Range 210, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,216.30, \$1,299.18, \$1,325.72, \$1,352.16, \$1,382.31, \$1,423.33." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,216.30, \$1,299.18, \$1,325.72, \$1,352.16, \$1,382.31, \$1,423.33."

Under Pay Range 215, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,328.39, \$1,354.84, \$1,384.98, \$1,412.27, \$1,456.77." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,328.39, \$1,354.84, \$1,384.98, \$1,412.27, \$1,456.77."

Under Pay Range 220, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,341.60, \$1,369.92, \$1,398.62, \$1,427.66, \$1,472.97." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,341.60, \$1,369.92, \$1,398.62, \$1,427.66, \$1,472.97."

Under Pay Range 225, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,354.84, \$1,384.98, \$1,412.27, \$1,443.04, \$1,489.20." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,354.84, \$1,384.98, \$1,412.27, \$1,443.04, \$1,489.20."

Under Pay Range 230, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,365.63, \$1,392.91, \$1,423.64, \$1,456.05, \$1,503.92." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,365.63, \$1,392.91, \$1,423.64, \$1,456.05, \$1,503.92."

Under Pay Range 235, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,396.50, \$1,425.98, \$1,458.39, \$1,492.56, \$1,542.16." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,396.50, \$1,425.98, \$1,458.39, \$1,492.56, \$1,542.16."

Under Pay Range 238, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,412.34, \$1,442.43, \$1,474.87, \$1,509.25, \$1,560.09." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,412.34, \$1,442.43, \$1,474.87, \$1,509.25, \$1,560.09."

Under Pay Range 240, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,428.19, \$1,458.92, \$1,491.37, \$1,525.95, \$1,578.03." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,428.19, \$1,458.92, \$1,491.37, \$1,525.95, \$1,578.03."

Under Pay Range 245, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,462.41, \$1,494.77, \$1,528.92, \$1,564.78, \$1,616.77." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,462.41, \$1,494.77, \$1,528.92, \$1,564.78, \$1,616.77."

Under Pay Range 247, delete the following paragraph: "Employees represented by District Council 48,

AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,528.39, \$1,562.58, \$1,598.75, \$1,638.43, \$1,694.66." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,528.39, \$1,562.58, \$1,598.75, \$1,638.43, \$1,694.66."

Under Pay Range 248, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,479.84, \$1,513.98, \$1,550.18, \$1,589.89, \$1,646.07." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,479.84, \$1,513.98, \$1,550.18, \$1,589.89, \$1,646.07."

Under Pay Range 249, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,482.90, \$1,518.24, \$1,555.92, \$1,598.13, \$1,657.73." and add "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,482.90, \$1,518.24, \$1,555.92, \$1,598.13, \$1,657.73."

Under Pay Range 250, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,497.34, \$1,533.20, \$1,571.50, \$1,615.01, \$1,675.38." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,497.34, \$1,533.20, \$1,571.50, \$1,615.01, \$1,675.38."

Under Pay Range 252, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,518.47, \$1,553.59, \$1,591.85, \$1,635.42, \$1,695.71." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,518.47, \$1,553.59, \$1,591.85, \$1,635.42, \$1,695.71."

Under Pay Range 252, delete footnote 5/ in its entirety and substitute the following:

5/ Effective March 9, 1982, Water Distribution Repair Workers II shall receive a task rate equal to the difference in the hourly maximum salaries of the Water Distribution Repair Worker II and Water Distribution Chief Repair Worker when acting as Water Distribution Chief Repair Worker according to the guidelines outlined in the Milwaukee Water Works "Guidelines for Payment of Task Rate to (Water) Distribution Repair Worker II" dated November 19, 1981. Effective Pay Period 1, 2008 this differential is \$4.05 per hour (\$324.00 biweekly).

Under Pay Range 254, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,479.88, \$1,572.18, \$1,610.36, \$1,653.93, \$1,714.29." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,479.88, \$1,572.18, \$1,610.36, \$1,653.93, \$1,714.29."

Under Pay Range 255, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,536.25, \$1,572.18, \$1,610.36, \$1,653.93, \$1,714.29." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,536.25, \$1,572.18, \$1,610.36, \$1,653.93, \$1,714.29."

Under Pay Range 258, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,548.89, \$1,585.97, \$1,626.77, \$1,672.25, \$1,756.30." and add the following paragraph: "Employees represented

by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,548.89, \$1,585.97, \$1,626.77, \$1,672.25, \$1,756.30."

Under Pay Range 260, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,561.46, \$1,599.73, \$1,643.24, \$1,690.69, \$1,756.73." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,561.46, \$1,599.73, \$1,643.24, \$1,690.69, \$1,756.73."

Under Pay Range 260, footnote 7, delete the rate and replace as follows: \$1,852.53 (PP 1, 2008).

Under Pay Range 262, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,580.42, \$1,618.50, \$1,667.09, \$1,716.98, \$1,779.28." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,580.42, \$1,618.50, \$1,667.09, \$1,716.98, \$1,779.28."

Under Pay Range 265, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,609.12, \$1,652.62, \$1,699.21, \$1,747.79, \$1,813.83." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,609.12, \$1,652.62, \$1,699.21, \$1,747.79, \$1,813.83."

Under Pay Range 268, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,618.95, \$1,666.44, \$1,716.76, \$1,771.37, \$1,844.36." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,618.95, \$1,666.44, \$1,716.76, \$1,771.37, \$1,844.36."

Under Pay Range 270, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,650.56, \$1,698.11, \$1,748.36, \$1,802.98, \$1,875.98." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,650.56, \$1,698.11, \$1,748.36, \$1,802.98, \$1,875.98."

Under Pay Range 272, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,150.94, \$1,177.95." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,150.94, \$1,177.95."

Under Pay Range 274, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,232.91, \$1,332.87, \$1,440.93." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,232.91, \$1,332.87, \$1,440.93."

Under Pay Range 275, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,650.56, \$1,698.11, \$1,748.36, \$1,802.98, \$1,911.60." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,650.56, \$1,698.11, \$1,748.36, \$1,802.98,



\$1,911.60.”

Under Pay Range 276, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,575.13, \$1,675.09, \$1,736.32.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,575.13, \$1,675.09, \$1,736.32.”

Under Pay Range 280, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,840.80.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,840.80.”

Under Pay Range 281, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,739.87, \$1,796.82, \$1,858.25, \$1,920.85, \$1,990.75.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,739.87, \$1,796.82, \$1,858.25, \$1,920.85, \$1,990.75.”

Under Pay Range 282, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,760.94, \$1,817.84, \$1,879.25, \$1,941.85, \$2,020.20.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,760.94, \$1,817.84, \$1,879.25, \$1,941.85, \$2,020.20.”

Under Pay Range 282, footnote 2, delete the rate and replace as follows: \$2,092.89 (PP 1, 2008).

Under Pay Range 285, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,770.44, \$1,828.20, \$1,890.80, \$1,954.50, \$2,033.82.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,770.44, \$1,828.20, \$1,890.80, \$1,954.50, \$2,033.82.”

Under Pay Range 287, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,732.91, \$1,796.12, \$1,864.24, \$1,935.88, \$2,000.69, \$2,101.39.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,732.91, \$1,796.12, \$1,864.24, \$1,935.88, \$2,000.69, \$2,101.39.”

Under Pay Range 288, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,817.84, \$1,879.25, \$1,941.85, \$2,020.20, \$2,092.89, \$2,209.03.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 5, 2008 (February 24, 2008): \$1,817.84, \$1,879.25, \$1,941.85, \$2,020.20, \$2,092.89, \$2,209.03.”

Under Pay Range 291, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,777.76, \$1,863.81, \$1,954.13, \$2,048.74, \$2,147.98, \$2,251.97, \$2,325.16.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2008: \$1,777.76, \$1,863.81, \$1,954.13, \$2,048.74, \$2,147.98, \$2,251.97, \$2,325.16.”

Part 9. Section 3 of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 5, 2008 - February 4, 2008):

Under Pay Range 282, delete footnote 2/.

Create new Pay Range 288 with the following biweekly rates of pay: \$1,817.84, \$1,879.25, \$1,941.85, \$2,020.20, \$2,092.89, \$2,209.03.

Part 10. Section 3 of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 14, 2008 - June 29, 2008):

Under Pay Range 200, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,070.81, \$1,146.86, \$1,193.37, \$1,215.13, \$1,238.52, \$1,261.98, \$1,285.40, \$1,326.07." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,070.81, \$1,146.86, \$1,193.37, \$1,215.13, \$1,238.52, \$1,261.98, \$1,285.40, \$1,326.07."

Under Pay Range 205, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,155.16, \$1,234.46, \$1,285.40, \$1,312.17, \$1,338.98, \$1,365.68, \$1,410.01." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,155.16, \$1,234.46, \$1,285.40, \$1,312.17, \$1,338.98, \$1,365.68, \$1,410.01."

Under Pay Range 210, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,228.46, \$1,312.17, \$1,338.98, \$1,365.68, \$1,396.13, \$1,437.56." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,228.46, \$1,312.17, \$1,338.98, \$1,365.68, \$1,396.13, \$1,437.56."

Under Pay Range 215, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,341.67, \$1,368.39, \$1,398.83, \$1,426.39, \$1,471.34." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,341.67, \$1,368.39, \$1,398.83, \$1,426.39, \$1,471.34."

Under Pay Range 220, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,355.02, \$1,383.62, \$1,412.61, \$1,441.94, \$1,487.70." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,355.02, \$1,383.62, \$1,412.61, \$1,441.94, \$1,487.70."

Under Pay Range 225, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,368.39, \$1,398.83, \$1,426.39, \$1,457.47, \$1,504.09." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,368.39, \$1,398.83, \$1,426.39, \$1,457.47, \$1,504.09."

Under Pay Range 230, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,379.29, \$1,406.84, \$1,437.88, \$1,470.61, \$1,518.96." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at

the following biweekly rates effective Pay Period 14, 2008: \$1,379.29, \$1,406.84, \$1,437.88, \$1,470.61, \$1,518.96.”

Under Pay Range 235, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,410.47, \$1,440.24, \$1,472.97, \$1,507.49, \$1,557.58.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,410.47, \$1,440.24, \$1,472.97, \$1,507.49, \$1,557.58.”

Under Pay Range 238, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,426.46, \$1,456.85, \$1,489.62, \$1,524.34, \$1,575.69.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,426.46, \$1,456.85, \$1,489.62, \$1,524.34, \$1,575.69.”

Under Pay Range 240, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,442.47, \$1,473.51, \$1,506.28, \$1,541.21, \$1,593.81.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,442.47, \$1,473.51, \$1,506.28, \$1,541.21, \$1,593.81.”

Under Pay Range 245, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,477.03, \$1,509.72, \$1,544.21, \$1,580.43, \$1,632.94.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,477.03, \$1,509.72, \$1,544.21, \$1,580.43, \$1,632.94.”

Under Pay Range 247, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,543.67, \$1,578.21, \$1,614.74, \$1,654.81, \$1,711.61.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,543.67, \$1,578.21, \$1,614.74, \$1,654.81, \$1,711.61.”

Under Pay Range 248, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,494.64, \$1,529.12, \$1,565.68, \$1,605.79, \$1,662.53.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,494.64, \$1,529.12, \$1,565.68, \$1,605.79, \$1,662.53.”

Under Pay Range 249, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,497.73, \$1,533.42, \$1,571.48, \$1,614.11, \$1,674.31.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,497.73, \$1,533.42, \$1,571.48, \$1,614.11, \$1,674.31.”

Under Pay Range 250, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,512.31, \$1,548.53, \$1,587.22, \$1,631.16, \$1,692.13.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,512.31, \$1,548.53, \$1,587.22, \$1,631.16, \$1,692.13.”

Under Pay Range 252, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,533.65, \$1,569.13, \$1,607.77, \$1,651.77, \$1,712.67." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,533.65, \$1,569.13, \$1,607.77, \$1,651.77, \$1,712.67."

Under Pay Range 252, delete footnote 5/ in its entirety and substitute the following:  
5/ Effective March 9, 1982, Water Distribution Repair Workers II shall receive a task rate equal to the difference in the hourly maximum salaries of the Water Distribution Repair Worker II and Water Distribution Chief Repair Worker when acting as Water Distribution Chief Repair Worker according to the guidelines outlined in the Milwaukee Water Works "Guidelines for Payment of Task Rate to (Water) Distribution Repair Worker II" dated November 19, 1981. Effective Pay Period 14, 2008 this differential is \$4.10 per hour (\$328.00 biweekly).

Under Pay Range 254, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,494.68, \$1,587.90, \$1,626.46, \$1,670.47, \$1,731.43." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,494.68, \$1,587.90, \$1,626.46, \$1,670.47, \$1,731.43."

Under Pay Range 255, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,551.61, \$1,587.90, \$1,626.46, \$1,670.47, \$1,731.43." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,551.61, \$1,587.90, \$1,626.46, \$1,670.47, \$1,731.43."

Under Pay Range 258, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,564.38, \$1,601.83, \$1,643.04, \$1,688.97, \$1,773.86." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,564.38, \$1,601.83, \$1,643.04, \$1,688.97, \$1,773.86."

Under Pay Range 260, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,577.07, \$1,615.73, \$1,659.67, \$1,707.60, \$1,774.30." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,577.07, \$1,615.73, \$1,659.67, \$1,707.60, \$1,774.30."

Under Pay Range 260, in footnote 7/ delete the rate and replace as follows: \$1,871.06 (PP 14, 2008).

Under Pay Range 262, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,596.22, \$1,634.69, \$1,683.76, \$1,734.15, \$1,797.07." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,596.22, \$1,634.69, \$1,683.76, \$1,734.15, \$1,797.07."

Under Pay Range 265, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,625.31, \$1,669.15, \$1,716.20, \$1,765.27, \$1,831.97." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,625.31, \$1,669.15, \$1,716.20, \$1,765.27,

\$1,831.97.”

Under Pay Range 268, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,635.14, \$1,683.10, \$1,733.93, \$1,789.08, \$1,862.80.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,635.14, \$1,683.10, \$1,733.93, \$1,789.08, \$1,862.80.”

Under Pay Range 270, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,667.07, \$1,715.09, \$1,765.84, \$1,821.01, \$1,894.74.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,667.07, \$1,715.09, \$1,765.84, \$1,821.01, \$1,894.74.”

Under Pay Range 272, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,162.45, \$1,189.73.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,162.45, \$1,189.73.”

Under Pay Range 274, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,245.24, \$1,346.20, \$1,455.34.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,245.24, \$1,346.20, \$1,455.34.”

Under Pay Range 275, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,667.07, \$1,715.09, \$1,765.84, \$1,821.01, \$1,930.72.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,667.07, \$1,715.09, \$1,765.84, \$1,821.01, \$1,930.72.”

Under Pay Range 276, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,590.88, \$1,691.84, \$1,753.68.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,590.88, \$1,691.84, \$1,753.68.”

Under Pay Range 280, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,859.21.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,859.21.”

Under Pay Range 281, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,757.27, \$1,814.79, \$1,876.83, \$1,940.06, \$2,010.66.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,757.27, \$1,814.79, \$1,876.83, \$1,940.06, \$2,010.66.”

Under Pay Range 282, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,778.55, \$1,836.02, \$1,898.04, \$1,961.27, \$2,040.40.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at

the following biweekly rates effective Pay Period 14, 2008: \$1,778.55, \$1,836.02, \$1,898.04, \$1,961.27, \$2,040.40.”

Under Pay Range 285, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,788.14, \$1,846.48, \$1,909.71, \$1,974.05, \$2,054.16.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,788.14, \$1,846.48, \$1,909.71, \$1,974.05, \$2,054.16.”

Under Pay Range 287, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,750.24, \$1,814.08, \$1,882.88, \$1,955.24, \$2,020.70, \$2,122.40 and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,750.24, \$1,814.08, \$1,882.88, \$1,955.24, \$2,020.70, \$2,122.40

Under Pay Range 288, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,836.02, \$1,898.04, \$1,961.27, \$2,040.40, \$2,113.82, \$2,231.12 and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,836.02, \$1,898.04, \$1,961.27, \$2,040.40, \$2,113.82, \$2,231.12.”

Under Pay Range 288, delete the rates and substitute as follows: \$1,836.02, \$1,898.04, \$1,961.27, \$2,040.40, \$2,113.82, \$2,231.12.

Under Pay Range 288, footnote 1/ delete the rate and replace as follows: \$2,113.82 (PP 14, 2008).

Under Pay Range 291, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,795.54, \$1,882.45, \$1,973.67, \$2,069.23, \$2,169.46, \$2,274.49, \$2,348.41.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 14, 2008: \$1,795.54, \$1,882.45, \$1,973.67, \$2,069.23, \$2,169.46, \$2,274.49, \$2,348.41.”

Part 11. Section 3 of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 1, 2009 - December 28, 2008):

Under Pay Range 200, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,081.52, \$1,158.33, \$1,205.30, \$1,227.28, \$1,250.91, \$1,274.60, \$1,298.25, \$1,339.33.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,081.52, \$1,158.33, \$1,205.30, \$1,227.28, \$1,250.91, \$1,274.60, \$1,298.25, \$1,339.33.”

Under Pay Range 205, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,166.71, \$1,246.80, \$1,298.25, \$1,325.29, \$1,352.37, \$1,379.34, \$1,424.11.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,166.71, \$1,246.80, \$1,298.25, \$1,325.29, \$1,352.37, \$1,379.34, \$1,424.11.”

Under Pay Range 210, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,240.74, \$1,325.29, \$1,352.37, \$1,379.34, \$1,410.09, \$1,451.94.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees

to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,240.74, \$1,325.29, \$1,352.37, \$1,379.34, \$1,410.09, \$1,451.94.”

Under Pay Range 215, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,355.09, \$1,382.07, \$1,412.82, \$1,440.65, \$1,486.05 and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,355.09, \$1,382.07, \$1,412.82, \$1,440.65, \$1,486.05

Under Pay Range 220, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,368.57, \$1,397.46, \$1,426.74, \$1,456.36, \$1,502.58.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,368.57, \$1,397.46, \$1,426.74, \$1,456.36, \$1,502.58.”

Under Pay Range 225, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,382.07, \$1,412.82, \$1,440.65, \$1,472.04, \$1,519.13.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,382.07, \$1,412.82, \$1,440.65, \$1,472.04, \$1,519.13.”

Under Pay Range 230, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,393.08, \$1,420.91, \$1,452.26, \$1,485.32, \$1,534.15.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,393.08, \$1,420.91, \$1,452.26, \$1,485.32, \$1,534.15.”

Under Pay Range 235, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,424.57, \$1,454.64, \$1,487.70, \$1,522.56, \$1,573.16.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,424.57, \$1,454.64, \$1,487.70, \$1,522.56, \$1,573.16.”

Under Pay Range 238, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,440.72, \$1,471.42, \$1,504.52, \$1,539.58, \$1,591.45.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,440.72, \$1,471.42, \$1,504.52, \$1,539.58, \$1,591.45.”

Under Pay Range 240, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,456.89, \$1,488.25, \$1,521.34, \$1,556.62, \$1,609.75.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,456.89, \$1,488.25, \$1,521.34, \$1,556.62, \$1,609.75.”

Under Pay Range 245, delete the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,491.80, \$1,524.82, \$1,559.65, \$1,596.23, \$1,649.27.” and add the following paragraph: “Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,491.80, \$1,524.82, \$1,559.65, \$1,596.23, \$1,649.27.”

Under Pay Range 247, delete the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,559.11, \$1,593.99, \$1,630.89, \$1,671.36, \$1,728.73." and add the following paragraph: "Employees represented by District Council 48, AFSCME, AFL-CIO and nonmanagement/nonrepresented employees to be paid at the following biweekly rates effective Pay Period 1, 2009: \$1,559.11, \$1,593.99, \$1,630.89, \$1,671.36, \$1,728.73."

Under Pay Ra

..Drafter  
City Clerk's Office  
TJM  
11/24/09





# City of Milwaukee

200 E. Wells Street  
Milwaukee, Wisconsin  
53202

## Master With Text

**File Number: 090828**

**File ID:** 090828

**Type:** Ordinance

**Status:** In Committee

**Version:** 1

**Reference:** 090457

**Controlling Body:** FINANCE &  
PERSONNEL  
COMMITTEE

**Requester:**

**Cost:**

**File Created:** 10/13/2009

**File Name:**

**Final Action:**

**Title:** A substitute ordinance to further amend the 2010 offices and positions in the City Service.

**Notes:** See files 090446 and 090848 for attachments.

### 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	10/13/2009	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	<b>Action Text:</b> This Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE						
0	FINANCE & PERSONNEL COMMITTEE	11/19/2009	HEARING NOTICES SENT		11/24/2009		
1	CITY CLERK	11/23/2009	DRAFT SUBMITTED				
	<b>Action Text:</b> This Ordinance was DRAFT SUBMITTED						
0	FINANCE & PERSONNEL COMMITTEE	11/24/2009					

## Text of Legislative File 090828

..Number  
090828  
..Version  
Substitute 1  
..Reference

090458

..Sponsor

THE CHAIR

..Title

A substitute ordinance to further amend the 2010 offices and positions in the City Service.

..Analysis

This substitute ordinance changes positions in the following departments:

Department of Administration - Business Operations Division, Department of City Development Fire

Department, Health Department and Library

..Body

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

Part 1. Section 1 of ordinance File Number 090458 relative to offices and positions in the City Service is hereby amended as follows:

Under "Department of Administration, Business Operations Division, Administrative Services", add footnote designation "(Y)" to one position of "Contract Compliance Officer."

Under "Department of City Development, General Management and Policy Development Decision Unit, Planning Section", add footnote designation "(Y)" to one position of "City Planning Manager."

Under "Fire Department, Firefighting Division Decision Unit", add footnote "(J)" to read as follows: "To expire 07/30/10 unless the Public Health Emergency Response (PHER) Grant is extended. Partially funds various Fire Department staff to assist Health Department in H1N1 Preparation and Response."

Under "Health Department", amend footnote "(Q)" to read as follows: "To expire 07/30/10 unless the Public Health Emergency Response (PHER) Grant is extended. Partially funds various Health Department staff to work temporarily on H1N1 Preparation and Response."

Under "Disease Control and Prevention Division, Immunization Action Plan Grant (DD)", delete one position of "Public Health Nurse (G) (X) (DD) (YY) (CC)" and add two positions of "Public Health Nurse (X) (G) (DD) (CC)"; delete the title "Childhood Immunization Disparities Grant (YY)" and one position of "Health Information Specialist (X) (YY)", two positions of "Public Health Nurse (X) (G) (YY) (DD)" and one position of "Office Assistant II (YY) (DD) (0.5 FTE)" and add the title "Immunization Action Grant - ARRA Supplemental (YY)" and one position of "Public Health Nurse (X) (G) (YY)" and one position of "Office Assistant II (YY) (0.5 FTE)" and amend footnote "(YY)" to read as follows: "To expire 02/29/12 unless the Immunization Action Grant-ARRA Supplemental from the State of Wisconsin - Department of Health Services is extended."

Under "Health Department, Family and Community Health Services Division, Comprehensive Home Visiting Grant (E)", add two positions of "Public Health Nurse (X) (G) (SSS)"; delete the title "Milwaukee Intensive Nurse Home Visiting Program (OOO)", one position of "Public Health Nurse Supervisor (X) (OOO) (Y)" and three positions of "Public Health Nurse (X) (G) (OOO)"; add the title "Project LAUNCH Grant (SSS)" and one position of "Public Health Nurse Supervisor (X) (Y) (SSS) (OOO)", two positions of "Public Health Nurse (X) (G) (SSS)" and one position of "Health Project Coordinator - Young Child Wellness Coord. (X) (SSS)", and add footnote "(SSS)" to read as follows: "To expire 9/30/10 unless the Project LAUNCH Grant is extended."

Under "Library, Neighborhood Library and Extension Services Decision Unit, Extension Services Bureau, Neighborhood Services Division", add footnote designation "(Y)" to one position of "Library Public Service Area Manager."

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  
11/23/09



## Legislation Details (With Text)

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**File #:** 071437      **Version:** 0

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

**File created:** 2/5/2008      **In control:** FINANCE & PERSONNEL COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution appropriating \$100,000 from the Common Council Contingent Fund to United Ethnic Festivals for marketing of the city of Milwaukee during the festival season.

**Sponsors:** ALD. DAVIS

**Indexes:** CONTINGENT FUND, FESTIVALS

**Attachments:**

Date	Ver.	Action By	Action	Result	Tally
2/5/2008	0	COMMON COUNCIL	ASSIGNED TO		
2/27/2008	0	FINANCE & PERSONNEL COMMITTEE	REFERRED TO		
11/19/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

**Number**

071437

**Version**

ORIGINAL

**Reference**

**Sponsor**

ALD. DAVIS

**Title**

Resolution appropriating \$100,000 from the Common Council Contingent Fund to United Ethnic Festivals for marketing of the city of Milwaukee during the festival season.

**Drafter**

CC

rdl

2/5/08



## Legislation Details (With Text)

**File #:** 090508      **Version:** 1

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

**File created:** 9/1/2009      **In control:** FINANCE & PERSONNEL COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution increasing 2009 budget appropriations for Grant and Aid Fund and Special Capital Projects or Purposes - Grant and Aid.

**Sponsors:** THE CHAIR

**Indexes:** BUDGET

**Attachments:** Cover Letter, Fiscal note, Exhibit A, Fiscal Analysis, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/1/2009	0	COMMON COUNCIL	ASSIGNED TO		
9/11/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
9/15/2009	1	CITY CLERK	DRAFT SUBMITTED		
9/17/2009	1	FINANCE & PERSONNEL COMMITTEE	RECOMMENDED FOR ADOPTION	Pass	5:0
9/22/2009	1	COMMON COUNCIL	REFERRED TO	Pass	14:0
9/30/2009	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
11/19/2009	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

**Number**

090508

**Version**

SUBSTITUTE 1

**Reference**

**Sponsor**

CHAIR

**Title**

Substitute resolution increasing 2009 budget appropriations for Grant and Aid Fund and Special Capital Projects or Purposes - Grant and Aid.

**Analysis**

Adoption of this resolution is required to authorize expenditures from these accounts that exceed the 2009 adopted budget appropriations.

**Body**

Whereas, the Common Council appropriated funding in the 2009 budget for the Grant and Aid Fund and the Special Capital Projects or Purposes - Grant and Aid fund in Common Council File Number 081108; and

Whereas, the Common Council directed departments to apply for additional grant funding available through the American Recovery and Reinvestment Act in Common Council File Number 081478; and

Whereas, grant funding anticipated in 2009 will exceed the current 2009 budget appropriations, requiring the appropriation of additional funding as detailed in Exhibit A attached to Common Council File No. 090508; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the additional amounts detailed in Exhibit A be appropriated to the Project/Grant Parents of the 2009 Special Revenue Grant and Aids Projects Fund and Capital Grant and Aids Projects Fund for the purposes as specified and that departments be authorized to expend the appropriated moneys; and, be it

Further Resolved, That for the purpose of interpreting and applying the provisions of Section 16.05 City Charter (Department of Administration-Business Operations Division duties) the words "appropriated to the assigned department," used above shall not be intended to mean "for use of all departments..."; and, be it

Further Resolved, That the proper city officials are authorized to enter into necessary contracts for the purposes listed.

**Requestor**

**Drafter**

Budget and Management Division

Ref: 2009 BF, 7-E; ECP:

July 29, 2009

FINANCE: 0XXXXR.RTF





August 20, 2009

Ref: 09 BF-7E

Common Council  
City of Milwaukee

Subject: Introduction of Resolution Increasing the 2009 Budget Appropriations for Grant and Aid Fund and Special Capital Projects or Purposes - Grant and Aid

Dear Honorable Members:

We are submitting the attached resolution for introduction at the next Common Council meeting.

We are requesting the file to be introduced by title only at this time and will provide the detailed resolution and fiscal note at a later date. Please contact Eric Pearson of my staff at ext. 8554 for further information regarding this request.

Respectfully submitted,

Mark Nicolini  
Budget and Management Director

EP:dmr  
Attachment

Grantandaid/2010/10 intro letter Grant appn increase 2009

## CITY OF MILWAUKEE FISCAL NOTE

A) DATE September 15, 2009

FILE NUMBER: 090508

Original Fiscal Note ☒ Substitute ☐

SUBJECT: \_\_\_\_\_

B) SUBMITTED BY (Name/title/dept./ext.): Eric Pearson, Budget &amp; Policy Manager, DOA-BMd, x8554

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
	Special Capital Projects or Purposes		220,500,000	220,500,000	0
	Grant and Aid Fund		120,500,000	120,500,000	0
TOTALS			341,000,000	341,000,000	0

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

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

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

The Common Council must approve separate resolutions authorizing expenditure of any grant awards.

- H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

Estimate based on formula grant awards and submitted and planned submittals of competitive grant applications through the American Recovery and

Reinvestment Act (ARRA).

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

☐

**EXHIBIT A  
TO COMMON COUNCIL FILE NO.**

<b>Account Number/Account Title</b>	<b>2009 Budget Increase</b>	<b>Approp. to the Assigned Department</b>
<b>Special Capital Projects or Purposes</b>		
0306-9990-0001-R999-SP032090100 Grant & Aid-Grantor Share- Non City Cash	\$212,500,000	Resolution
0306-9990-0001-R999-SP032090102 Grant & Aid-Out of Pocket City Share	\$8,000,000	Resolution
<b>Special Capital Projects or Purposes Total</b>	<b>\$220,500,000</b>	
0150-9990-0001-R999-GR0000900000 Grant and Aid Fund Grantor Share (Non-City)	\$120,500,000	Resolution

10 grant and aid/Exhibit A 2009 Grant appn increase

## **LRB – RESEARCH AND ANALYSIS**

**SEPTEMBER 17, 2009**

**ITEM 19, FILE 090508**

**FINANCE & PERSONNEL COMMITTEE**

**JAMES CARROLL**

File #090508 is a substitute resolution increasing 2009 budget appropriations for Grant and Aid Fund and Special Capital Purposes.

### **Background**

1. The grant and aid parent accounts accumulate grants prior to the allocation on project -by- project basis during the fiscal year. In order to expend funds, adoption of a Common Council resolution is required to authorize a specific project, create a sub-account, allocate specific funding from the parent account.
2. The 2009 Budget appropriated \$78,370,351 to the Grant and Aid Fund (operating) parent account and \$8 million to the Special Capital Projects or Purposes parent account.
3. Since the adoption of the 2009 Budget, the Federal Government has made grant funding available through the American Recovery and Reinvestment Act (ARRA) that the City may be eligible to receive.
4. It is anticipated that with the addition of the grant funding from the American Recovery and Reinvestment Act, the 2009 Grant and Aid Fund parent account and Special Capital Projects parent account will exceed their current 2009 budget appropriations.

### **Discussion**

1. Adoption of this resolution is required to authorize the anticipated increase in expenditures from the 2009 Grant and Aid Fund parent account and Special Capital Projects or purposes parent account that exceed the 2009 adopted budget appropriations.
2. Adoption of a subsequent Common Council resolution is required to authorize specific projects, create sub-accounts, and allocate specific funding from the parent account.

### **Fiscal Impact**

This resolution increases the 2009 Grant and Aid Fund (operating) parent account appropriation authority by \$120,500,000 to \$198,870,351 and Special Capital Projects Purposes parent account by \$212,500,000 to \$220,500,000. The amount of the increase in appropriation authority is based on the Budget Office's estimate of ARRA formula grant awards and submitted and planned submittals of applications for ARRA competitive grants.

Cc: Marianne Walsh  
Mike Daun  
Eric Pearson  
W. Martin Morics  
Mark Nicolini

Prepared by:  
Jim Carroll, X8679  
LRB Research & Analysis  
September 15, 2009

**F&P FILE NUMBER: 090508**

[illegible]



## Legislation Details (With Text)

**File #:** 090742 **Version:** 0  
**Type:** Resolution **Status:** In Committee  
**File created:** 10/13/2009 **In control:** FINANCE & PERSONNEL COMMITTEE  
**On agenda:** **Final action:**  
**Effective date:**

**Title:** Resolution authorizing the Department of Employee Relations to enter into a contract amendment or execute a new contract with UnitedHealthcare (UHC) to provide the UHC Care24 EAP services to City employees currently enrolled in the Basic Plan.

**Sponsors:** THE CHAIR

**Indexes:** HEALTH INSURANCE, WAGES AND BENEFITS

**Attachments:** Cover Letter, Revised Fiscal note, Fiscal Note, Letter from Employee Relations, Care 24, Frequently Asked Questions, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
10/13/2009	0	COMMON COUNCIL	ASSIGNED TO		
10/21/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
10/28/2009	0	FINANCE & PERSONNEL COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
11/19/2009	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number  
090742  
Version  
Original  
Reference

Sponsor  
THE CHAIR  
Title

Resolution authorizing the Department of Employee Relations to enter into a contract amendment or execute a new contract with UnitedHealthcare (UHC) to provide the UHC Care24 EAP services to City employees currently enrolled in the Basic Plan.

Analysis

Whereas, All City employees enrolled in the UHC Choice plan are eligible for the UHC Care24 EAP services and no additional cost; and

Whereas, The City desires to provide the same UHC Care24 EAP services to employees who are enrolled in the Basic Plan at a cost of \$2.16 per member per month; and

Whereas, This would cost approximately \$1900 per month for the 879 current Basic Plan enrollees; and

Whereas, The City desires to provide these services to Basic Plan members effective November 1, 2009 through December 31, 2010; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, with the review of the City Attorney's office, the Department of Employees Relations is authorized to enter into a contract amendment or execute a new contract with UHC to provide the UHC Care24 EAP services to all City employee enrolled in the Basic Plan.

Drafter  
DER  
MB  
9/24/09



September 24, 2009

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

**File 090742 UHC Care24 EAP Service Contract**

Dear Alderman Murphy:

The City of Milwaukee Department of Employee Relations (DER) desires to enter into a contract with UnitedHealthcare (UHC) to provide Care24 EAP services to all City employees, including those employees who have selected the City Basic Plan. All City employees who have selected UHC Choice health insurance are eligible for all Care24 EAP services at no additional cost. The City proposes to contract with UHC to provide these Care24 EAP services to Basic Plan members as well, beginning on November 1, 2009 at a cost of \$2.16 per member, or about \$1900 per month for all members enrolled in the Basic Plan.

The attached file authorizes DER to amend the current contract with UHC or to enter into a new contract for the Care24 EAP services.

Thank you for your consideration of this file. If you have any questions or comments please contact me at 286-2317 or at [mbrady@milwaukee.gov](mailto:mbrady@milwaukee.gov)

Sincerely,

Michael Brady  
Employee Benefits

Cc: Maria Monteagudo, DER  
Ellen Tangen, City Attorney's Office

**CITY OF MILWAUKEE FISCAL NOTE**A) **DATE** October 21, 2009**FILE NUMBER:** 090742Original Fiscal Note ☐ Substitute ☒**SUBJECT:** Resolution authorizing the Department of Employee Relations to enter into a contract amendment or execute a new contract with United Healthcare (UHC) to provide the UHC Care24 EAP services to City employees currently enrolled in the Basic Plan.**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
<b>SALARIES/WAGES:</b>					
<b>SUPPLIES:</b>					
<b>MATERIALS:</b>					
<b>NEW EQUIPMENT:</b>					
<b>EQUIPMENT REPAIR:</b>					
<b>OTHER:</b>	Basic Plan SPA	006100 0001 0165 0001 S114 2010	\$23,000		
<b>TOTALS</b>					

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

<input 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:**

<b>H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:</b>

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

## CITY OF MILWAUKEE FISCAL NOTE

A) DATE September 24, 2009

FILE NUMBER: 090742

Original Fiscal Note ☒ Substitute ☐

SUBJECT: UHC Care24 EAP services contract

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:	Basic Plan SPA	006100 0001 0165 0001 S114 2010	\$26,000		
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:


PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐



Department of Employee Relations

**Tom Barrett**  
Mayor

**Maria Monteagudo**  
Director

**Michael Tobin**  
Fire and Police Commission  
Executive Director

**Michael Brady**  
Employee Benefits Director

**Troy Hamblin**  
Labor Negotiator

October 21, 2009

Honorable Members of the Finance and Personnel Committee  
Milwaukee Common Council  
City of Milwaukee

Dear Committee Members;

File #090742 authorizes the Department of Employee Relations to amend the current contract with UnitedHealthcare (UHC) to include access to employee assistance services for Basic Plan members effective November 1<sup>st</sup> in anticipation of using UHC's Care24 Program for all EAP services after the retirement of the City's EAP Coordinator. This communication provides additional information regarding the justification for this proposal.

The retirement of the City's EAP Coordinator at the end of October presents an opportunity to re-assess the need for a full time "in-house" EAP Coordinator given current workload patterns and financial considerations during difficult and challenging fiscal times for the City. In an effort to control costs and meet confidentiality requirements associated with employee assistance services, many organizations have shifted EAP programs from in-house to third party services. The City is interested in continuing to make effective and efficient EAP services available to all employees and their families in a cost effective way. While the EAP Coordinator position as it currently exists will be eliminated and replaced with an administrative position, access to EAP services and associated referrals will be handled through UHC's Care24 Program. The Administrative Specialist position will be responsible for coordinating EAP services and serving as liaison with UnitedHealthcare as well as supporting joint labor/management EAP efforts and activities.

UnitedHealthcare is under contract with the City for 2009 and 2010 for a fully insured plan at an approximate cost of \$85 million (active employees only). Approximately 90% of active employees are members of this fully insured plan and have access to UHC's Care24 services at no extra charge. Care24 offers members access to a wide range of health and well being information-seven days a week, 24 hours a day. Although the City will have to pay approximately \$23,000 per year to ensure that EAP services are available to employees who have chosen the Basic Plan for their healthcare, these costs will be offset by salary savings associated with replacing the EAP Coordinator position with an Administrative Specialist position (.6FTE) at a lower salary.

Attached you will find two documents that summarize the services provided through Care24 as well as a Frequently Asked Questions document that highlights how the services, including referrals, will be made. The Department of Employee Relations will be holding briefing sessions for key personnel and labor leaders during the first week in November to facilitate the transition to this new model. UHC and DER will also engage in an aggressive marketing/communication campaign to ensure all employees are aware of the services available through Care24.

I trust you will support this initiative and approve file# 090742. I can be reached at 286-3335 for additional information.

Sincerely,

Maria Monteagudo  
Employee Relations Director

Attachments



## CITY OF MILWAUKEE AND UNITEDHEALTHCARE CARE24

### Department of Employee Relations

October 21, 2009

The contract between the City and UnitedHealthcare includes Care24 services. This is a toll-free number that provides employees and their families 24 hour access to trained nurses and master's level counselors who will in a confidential manner deal with:

- health and medical concerns
- relationship worries
- stress and anxiety
- personal legal questions
- medication information
- nutrition and wellness
- coping with grief and loss, and
- financial worries.

When a referral is necessary, Care24 representatives will refer employees to local, in person support resources based on the specific circumstances of the employee or his/her family. Care24 offers a wide variety of services, including:

- Self-care recommendations based on more than 700 physician-approved guidelines
- Information on a wide range of health and medical concerns, emotional well-being, and nutrition
- Decision support for minor emergencies, including immediate guidance and education to an appropriate level of care
- Information on diagnostic procedures and treatment options
- Prescription and over-the-counter medication information, including possible side effects and interactions
- Personal legal and financial telephonic consultation services
- Bilingual nurses and counselors to address the needs of non-English speaking members and translation services for more than 140 languages

Care24 services also integrate elements of traditional employee assistance programs and telephonic health information lines with a number of other valuable resources.

- A Critical Incident Stress Management Program provides timely, well planned responses to help minimize the effect of traumatic events and natural disasters.
- The Manager's Guide to Care24 Program allows supervisors and managers to speak to a management consultant about an employee or work-related issue. Counselors can discuss effective ways to approach employees, help address the problem while following departmental policy, offer tips to keep work group focused while resolving on-going issues.
- A total of 60 hours of free training or seminars and critical incident stress management services are also available. UnitedHealthcare's Care 24 services include a wide range of programs and services designed to help organizations address workplace challenges and work/life issues. A sample listing of available programs is presented below:
  - *Professional Development for managers and supervisors: Team Building, Performance management, Communication*
  - *Human Resources/workplace concerns and work skills: Conflict, Customer Service, Safety, Workplace Stress*
  - *Parenting/Family: Developing Capable Kids, Successful Single Parenting, Understanding Adolescence*
  - *Healthy Lifestyle: Making Healthy Choices, Stress, Wellness*
  - *Life Skills: Financial, Personal Growth/Challenges, Time Management*
  - *Workplace Stress*
  - *Critical Incident Response Services*





## CITY OF MILWAUKEE AND UHC CARE24 EAP SERVICES

Department of Employee Relations

October 21, 2009

### FREQUENTLY ASKED QUESTIONS

- 1. Will the City eliminate the EAP Coordinator position and EAP services upon the retirement of the current incumbent?**  
The retirement of the City's in-house EAP Coordinator presents a unique opportunity to consider a different model of delivering EAP services. Many organizations have shifted EAP programs from in-house to third party services. The City is interested in continuing to make effective and efficient EAP services available to all employees and their families in a cost effective way. While the EAP Coordinator position as it currently exists will be eliminated and replaced with an administrative position, access to comprehensive EAP services and associated referrals will be provided through UnitedHealthcare (UHC) Care24 Program 24 hours a day, 365 days a year.
- 2. How and why was UnitedHealthcare selected for EAP services?**  
UnitedHealthcare is under contract with the City for 2009 and 2010 for a fully insured plan at an approximate cost of \$85 million (active employees only). Approximately 90% of active employees are currently members of this fully insured plan and have access to UHC's Care24 services at no extra charge. Care24 offers members access to a wide range of health and well being information-seven days a week, 24 hours a day. Using one toll-free phone number, members can speak with RN's and master's level counselors to help with almost any problem ranging from medical and family matters to personal, legal, financial and emotional needs.
- 3. Will City employees and their families who have a different health plan have access to these services?**  
Yes, Common Council file# 090742 (to be heard by the Finance and Personnel Committee on 102809) authorizes the Department of Employee Relations to amend the current contract with UHC to provide access to Care24 and other employee assistance services to employees under the Basic Plan.
- 4. Is Care24 limited to EAP referrals and services?**  
No. Employees and their families can call the Care24 toll-free number whenever they have a health-related question. Registered nurses will assist them with questions about health conditions or symptoms and provide information that can help them choose appropriate care. Specialists and counselors can help employees and their families address a wide range of personal concerns such as emotional distress, relationship worries, anxiety, grief, and much more. Legal and financial professionals are also available to provide assistance.
- 5. Will face to face resources be available if a counselor is not hired for the EAP Coordinator position?**  
When face-to-face resources are necessary for a specific situation, a Care24 representative can refer employees and their families to local, in-person support. Counselors also can refer employees to a wide range of national and community resources.
- 6. How will formal EAP referrals be handled?**  
Designated departmental personnel responsible for disciplinary matters (Personnel Officers or Managers/Supervisors) will contact one of the Care24 management consultants (MC) assigned to the City of Milwaukee and will provide information about the formal referral and the circumstances of the referral. The MC will complete initial consultation and will gather information including the employee name and demographics, job title, length of employment, details about performance issues, and other relevant information. The employee will be instructed to contact the MC who will review the mandatory referral process, discuss confidentiality issues, complete telephonic clinical screening and risk



assessment, and arrange urgent/emergent services if indicated. The MC will schedule initial evaluation with appropriate provider and will coordinate release signatures. The provider will contact the MC after the initial evaluation to discuss assessment and share recommendations for follow up. The MC will coordinate all recommended follow up services and will provide ongoing verbal and written updates about the employee's compliance to the appropriate referral manager. Similar to current practice, the communication with the manager or supervisor will be limited to whether the employee has in fact complied with the referral or not. No additional information (type of referral, nature of treatment or intervention) will be provided.

- 7. How will the City comply with the requirement to make Substance Abuse Professional (SAP) referrals under DOT regulations?** When a SAP is needed under DOT referrals and regulations, DPW's Designated Employer Representative (DER) will contact one of the Care24 management consultants (MC) assigned to the City of Milwaukee and will provide information as to the need for the referral and other information as to the circumstances of the referral. The MC will complete initial consultation and gather referral information from the DER including employee name and demographic information, job title and length of employment, type of DOT violation, specific drug test results, and history of prior DOT violations. The employee will be instructed to contact the designated MC who will review the SAP mandatory referral process, discuss confidentiality issues, complete clinical screening, and arrange urgent/emergent services if indicated. The MC will schedule the initial SAP evaluation within 24-72 hours after initial contact with the employee. The SAP will call the MC after the initial evaluation to discuss assessment and share recommendations for education/or treatment. The MC will provide ongoing verbal and written updates about the employee's compliance to the DER. The MC will schedule follow-up SAP evaluation after the recommended education and/or treatment is completed. The MC will monitor aftercare compliance, provide updates to the DER and close case once aftercare is successfully completed.
- 8. How will UnitedHealthcare ensure the confidentiality of the referrals?**  
The effectiveness of any Employee Assistance Program lies in the confidentiality of the program. Care24 staff adhere to all governmental guidelines to maintain client confidentiality. Care24 staff requires a release of confidentiality to be signed by members seeking Care24 services before information can be released to a third party.
- 9. How will City departments deal with providing timely and appropriate crisis intervention services without an in-house expert?**  
Care24 provides telephonic support services and on-site support services to help employees cope with critical incidents. They include one-on-one sessions, management consultations and follow ups and group process/education sessions, seminars, and violence prevention consultations. Department designated representatives or the City's EAP Administrator may contact a Care24 management consultant directly to schedule such interventions.
- 10. How will new employees be made aware of the services and programs available through Care24?**  
New hire materials will include a Care24 communication piece that describes the services and support available to employees and their dependents - 24 hours a day, 7 days a week. This information will also be made available during new employee orientation on a regular basis.
- 11. How will the Joint Labor/Management Committee continue to have a say in how EAP services are provided and delivered?**  
The Committees can continue playing a role in promoting the use of Care24 for employee assistance issues as well as assisting in identifying appropriate training for supervisors and labor representatives. The Committee will work with the EAP administrator to ensure that the program is running effectively, coordinate and communicate issues and concerns to be addressed by the dedicated management consultants assigned to the City of Milwaukee, and recommend intervention opportunities and training as appropriate.

**12. Can employees use the Care24 line while on duty?**

Given the sensitive and confidential nature of the issues addressed by Care24 it is recommended that employees seek services in a private and secured environment. When services are needed immediately or on an emergency basis and a secured/confidential environment is available to discuss the need, employees can make use of Care24 while on duty.

**13. How will departments secure and schedule training sessions previously provided by the EAP Coordinator?**

United Healthcare's Care 24 services include a wide range of programs and services designed to help organizations address workplace challenges and work/life issues. The City has access to 60 hours of training per year free of charge. Additional hours can be secured if and when needed at a cost of approximately \$175 per hour and \$100 per hour of travel time. A sample listing of available programs is presented below:

- *Professional Development for managers and supervisors: Team Building, Performance management, Communication*
- *Human Resources/workplace concerns and work skills: Conflict, Customer Service, Safety, Workplace Stress*
- *Parenting/Family: Developing Capable Kids, Successful Single Parenting, Understanding Adolescence*
- *Healthy Lifestyle: Making Healthy Choices, Stress, Wellness*
- *Life Skills: Financial, Personal Growth/Challenges, Time Management*
- *Workplace Stress*
- *Critical Incident Response Services*

**14. How will United Healthcare communicate with current employees and promote the services of Care 24?**

United Healthcare can provide the City and Departments with posters, flyers, stuffers, and brochures to help promote Care24 in the workplace. Briefing sessions with key personnel (Personnel and Safety Officers, Labor leaders, and others) will be held during the first week in November to ensure appropriate communication and information is available for all employees. Care24 will also be promoted on the UnitedHealthcare member website – myuhc.com.

**15. How will UHC ensure that overall City of Milwaukee needs for employee assistance services will be met?**

UHC has identified two management consultants that will be the designated City of Milwaukee representatives helping us monitor the effectiveness of the model and working with City personnel coordinating formal and DOT referrals, addressing and resolving customer complaints, and ensuring the overall quality of the services provided. These management consultants are licensed clinicians with experience and training in mental health, substance abuse, dual diagnosis and various workplace issues including performance management and workplace safety.

**F&P FILE NUMBER: 090742**

[illegible]

**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.**