City of Milwaukee

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

Dec. 11th, 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

Room 404, City Hall, 200 East Wells Street, Milwaukee, Wisconsin 53202 - 3566 Phone: (414) 286-3321, Fax: (414) 286-3281

# 2009 COMMON COUNCIL CONTINGENT FUND
## Status on 12/11/2009

**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 |
| 0000221332 | 11/6/2009 | 2009 | C001 | 2009 | (208,095.45) | Res.090711 11/6/09 Sales Tax |
| 0000221776 | 12/3/2009 | 2009 | C001 | 2009 | (30,000.00) | Res. 090671 11/03/09 Rel Encum |
| 0000222027 | 12/8/2009 | 2009 | C001 | 2009 | (10,000.00) | Res. 090671 11/03/09 Rel Encum |

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

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

| | |
|---|---|
| **Total Transfers & Reserved** | **(1,300,770.18)** |
| **Balance Available on Dec. 11th, 2009** | **3,699,229.82** |
| **% Expended/Reserved Current status** | **26%** |

**Comparative Balance Available on Dec. 11th, of prior years**

| | Balance | Budgeted | % Expended |
|---|---|---|---|
| 2004 | 4,171,599 | 5,000,000 | 17% |
| 2005 | 3,553,134 | 5,000,000 | 29% |
| 2006 | 4,464,856 | 5,500,000 | 19% |
| 2007 | 2,372,000 | 5,500,000 | 57% |
| 2008 | 1,268,349 | 5,000,000 | 75% |
| Average of prior years | 3,165,988 | 5,200,000 | 39% |

Office of the Comptroller
TD

# City of Milwaukee

City Hall
200 East Wells Street
Milwaukee, WI 53202

## Meeting Agenda

## COMMON COUNCIL

**Tuesday, December 22, 2009** | **9:00 AM** | **Council Chambers, 3rd Fl., City Hall**

**THE FINANCE & PERSONNEL COMMITTEE RECOMMENDS:**

**PASSAGE OF THE FOLLOWING:**

**1.** **090826** A substitute ordinance to further amend the 2009 offices and positions in the City Service.

***Sponsors:*** THE CHAIR

**2.** **090860** A substitute ordinance to further amend the 2010 rates of pay of offices and positions in the City Service.

***Sponsors:*** THE CHAIR

**3.** **090861** A substitute ordinance to further amend the 2010 offices and positions in the City Service.

***Sponsors:*** THE CHAIR

**4.** **090952** A substitute ordinance relating to transportation reimbursement payments for certain city employes.

***Sponsors:*** THE CHAIR

**5.** **091067** A substitute ordinance relating to employe benefits for certain city employes.

***Sponsors:*** THE CHAIR

**6.** **091068** A substitute charter ordinance relating to retirement benefits for certain city employes.

***Sponsors:*** THE CHAIR

**ADOPTION OF THE FOLLOWING:**

**7.** **070009** Substitute resolution to ratify and confirm the final agreements between the City of Milwaukee and SEIU Healthcare District 1199 Wisconsin/Staff Nurses' Council.

***Sponsors:*** THE CHAIR

**8.** **070019** Substitute resolution to ratify and confirm the final agreements between the City of Milwaukee and Local #195, International Brotherhood of Electrical Workers, AFL-CIO.

***Sponsors:*** THE CHAIR

**9.** **070020** Substitute resolution to ratify and confirm the final agreements between the City of Milwaukee and Plumbers' Local 75, AFL-CIO.

***Sponsors:*** THE CHAIR

**10.** **090426** Substitute resolution appropriating $120,000 from the 2009 Common Council Contingent Fund to the Department of Administration for financial planning and actuarial services related to projections of future pension liabilities, employer contributions and alternative plan designs.

***Sponsors:*** THE CHAIR

**11.** **090591** A substitute resolution implementing various provisions of the 2010 budget.

***Sponsors:*** THE CHAIR

**12.** **090678** Substitute resolution authorizing attendance at conventions, seminars and other travel.

***Sponsors:*** THE CHAIR

**13.** **090734** Substitute resolution authorizing city departments to expend monies appropriated in the 2010 city budget for Special Purpose Accounts, Debt Service Fund, Provisions for Employes' Retirement Fund, Delinquent Tax Fund, Common Council Contingent Fund, Grant and Aid Fund, and Special Capital Projects or Purposes.

***Sponsors:*** THE CHAIR

**14.** **090871** Resolution relative to application, acceptance and funding of an Office of Community Policing Services Child Sexual Predator Program 2009-11 grant.

***Sponsors:*** THE CHAIR

**15.** **090953** Resolution authorizing attendance at conventions in 2010 by employees of city departments and board and commission members and further authorizing expenditure of departmental budgeted funds for that purpose.

***Sponsors:*** THE CHAIR

**16.** **090965** Substitute resolution to ratify and confirm the Memorandum of Understanding between the City of Milwaukee and District Council 48, AFSCME, AFL-CIO, relative to the settlement of a grievance.

***Sponsors:*** THE CHAIR

**17.** **090967** Substitute resolution authorizing cancellation the issuance of contingent borrowing for certain purposes.

***Sponsors:*** THE CHAIR

**18.** **090983** Resolution relating to the application for, acceptance and expenditure of FY 2009 Urban Areas Security Initiative Program Grant.

***Sponsors:*** THE CHAIR

**19.** **091001** Substitute resolution relative to the application, funding and expenditure of the Fetal Infant Mortality Review Grant from the City of Racine Health Department.

***Sponsors:*** THE CHAIR

**20.** **091002** Substitute resolution relative to the application, acceptance and funding of the 2010 Wisconsin Well Women's Program (WWWP) - Breast and Cervical Cancer Control Coordination Grant from the State of Wisconsin Department of Health Services.

***Sponsors:*** THE CHAIR

**21.** **091003** Substitute resolution relative to the application, acceptance and funding of the 2010 Consolidated Contract from the State of Wisconsin Department of Health Services.

***Sponsors:*** THE CHAIR

**22.** **091004** Substitute resolution relative to the application, acceptance and funding of the 2010 Public Health Preparedness (CDC) Grant from the State of Wisconsin - Department of Health Services.

***Sponsors:*** THE CHAIR

**23.** **091006** Substitute resolution relative to the application, acceptance and funding of the 2010 SURVNET Grant from the State of Wisconsin Department of Health Services.

***Sponsors:*** THE CHAIR

**24.** **091007** Substitute resolution relative to the application, acceptance and funding of the 2010 Comprehensive Home Visiting Grant from the State of Wisconsin Department of Health Services.

***Sponsors:*** THE CHAIR

**25.** **091008** Substitute resolution relative to application, acceptance and funding of the Mayors Against Illegal Guns Regional Coordinator Grant from the Joyce Foundation.

***Sponsors:*** THE CHAIR

**26.** **091009** Substitute resolution relative to the application, acceptance and funding of the 2010 Dual Protection Partnership Initiative from the State of Wisconsin Division of Public Health-Family Planning Program (DPH-FP) and the Family Planning Health Services, Inc. (FPHS, Inc.).

***Sponsors:*** THE CHAIR

**27.** **091010** Substitute resolution relative to the application, acceptance and funding of the 2010 Sexually Transmitted Diseases Grant from the State of Wisconsin Department of Health Services.

***Sponsors:*** THE CHAIR

**28.** **091011** Substitute resolution relative to the application, acceptance and funding of the 2010 Tobacco Control Grant from the State of Wisconsin Department of Health Services.

***Sponsors:*** THE CHAIR

**29.** **091012** Substitute resolution relative to the application, acceptance and funding of the 2010 Women, Infants and Children's (WIC) Grant from the State of Wisconsin Department of Health Services.

***Sponsors:*** THE CHAIR

**30.** **091023** Substitute resolution authorizing the Commissioners of the Public Debt to market general obligation promissory notes.

***Sponsors:*** THE CHAIR

**31.** **091024** Substitute resolution authorizing the Commissioners of the Public Debt to market general obligation corporate purpose bonds.

***Sponsors:*** THE CHAIR

**32.** **091029** Resolution relating to expenditure of funds to be reimbursed by greater than anticipated revenue. (Special Purpose Account - Contributions)

***Sponsors:*** THE CHAIR

**33.** **091046** Resolution relating to issuance and sale of general obligation bonds in the aggregate amount of $40,700,000 for grants and financing receivables.

***Sponsors:*** THE CHAIR

**34.** **091069** A substitute resolution establishing pre-tax payroll deduction for employee paid pension contributions.

***Sponsors:*** THE CHAIR

**35.** **091074** Substitute resolution authorizing the acceptance and expenditure of contributions received by the Milwaukee Police Department from federally forfeited tangible property or cash for increased or enhanced law enforcement efforts. (Police Department)

***Sponsors:*** THE CHAIR

## PLACING ON FILE THE FOLLOWING:

**36.** **090946** Communication from the Comptroller's office relating to a report entitled, Comprehensive Annual Financial Report of the City of Milwaukee for the year ended December 31, 2008.

***Sponsors:*** THE CHAIR

**37.** **090962** Communication from the Department of Administration - Budget and Management Analysis Division regarding vacancy requests, fund transfers and equipment requests.

***Sponsors:*** THE CHAIR

**38.** **090966** Communication from the Department of Employee Relations relating to various salary changes resulting from the 2010 Budget and Common Council amendments to the 2010 Budget.

***Sponsors:*** THE CHAIR

**39.** **090986** Communication from the Department of Employee Relations regarding salary and benefit changes for management City Employees.

***Sponsors:*** THE CHAIR

**40.** **091075** Communication from the Police Department relating to the 2010 Asset Forfeiture Plan.

***Sponsors:*** THE CHAIR

**41.** **091098** Communication from the Budget and Management Analysis Division relating to various position changes resulting from Common Council amendments to the 2010 Budget.

***Sponsors:*** THE CHAIR

**42.** **091106** Communication from the Department of Employee Relations relating to classification studies scheduled for City Service Commission action.

***Sponsors:*** THE CHAIR

**43.** **091107** Communication relating to the report of the Budget and Management Analysis Division on the 2009 Budget Management Plan.

***Sponsors:*** THE CHAIR

## 44. Obsolete files:

**a.** **081611** Resolution authorizing the issuance of general obligation notes to pay a general and current municipal expense associated with grant programs.

***Sponsors:*** THE CHAIR

**b.** **090334** Ordinance amending the Solid Waste Charge.

***Sponsors:*** THE CHAIR

**c.** **090593** A charter ordinance implementing various provisions of the 2010 budget.

***Sponsors:*** THE CHAIR

**d.** **090720** Resolution authorizing the issuance of general obligation notes to pay a general and current municipal expense associated with grant programs.

***Sponsors:*** Ald. Murphy

**e.** **090770** A charter ordinance relating to retirement benefits for nonmanagement/nonrepresented City Employees.

***Sponsors:*** THE CHAIR

**f.** **090771** A charter ordinance further amending retirement benefits for nonmanagement/nonrepresented City Employees.

***Sponsors:*** THE CHAIR

**g.** **090825** An ordinance to further amend the 2009 rates of pay of offices and positions in the City

Service.

***Sponsors:*** THE CHAIR

**h.** **090844** An ordinance relating to automobile allowance for the Management Pay Plan employees.

***Sponsors:*** THE CHAIR

**i.** **090855** Charter ordinance relating to retirement benefits for the management pay plan employees.

***Sponsors:*** THE CHAIR

**j.** **090900** A charter ordinance relating to retirement benefits for employees represented by The Association of Municipal Attorneys.

***Sponsors:*** THE CHAIR

**k.** **090911** An ordinance relating to transportation and travel benefits for employees represented by Technicians, Engineers and Architects of Milwaukee.

***Sponsors:*** THE CHAIR

**L.** **090912** A charter ordinance relating to retirement benefits for employees represented by Technicians, Engineers and Architects of Milwaukee.

***Sponsors:*** THE CHAIR

# City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

## Master With Text

### File Number: 090962

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 090962 | **Type:** | Communication | **Status:** | In Committee |
| **Version:** | 0 | **Reference:** | | **Controlling Body:** | FINANCE & PERSONNEL COMMITTEE |
| **Requester:** | | **Cost:** | | **File Created:** | 12/01/2009 |
| **File Name:** | | | | **Final Action:** | |

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

**Notes:**

| | | | |
|---|---|---|---|
| **Code Sections:** | | **Agenda Date:** | |
| **Indexes:** | VACANCY REQUESTS | **Agenda Number:** | |
| **Sponsors:** | THE CHAIR | **Enactment Date:** | |
| **Attachments:** | 12-16 vacancy agenda, Hearing Notice List | **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 | 12/01/2009 | ASSIGNED TO | FINANCE & PERSONNEL COMMITTEE | | | |
| | **Action Text:** | This Communication was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE | | | | | |
| 0 | FINANCE & PERSONNEL COMMITTEE | 12/09/2009 | HEARING NOTICES SENT | | 12/16/2009 | | |
| 0 | FINANCE & PERSONNEL COMMITTEE | 12/16/2009 | | | | | |

### Text of Legislative File 090962

..Number
090962
..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
11/16/09

Approved for final agenda 12/15/09

Ref: CC File No. 090962
09025

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

| | |
|---|---|
| DATE: | December 16, 2009 |
| TIME: | 9:00 A.M. |
| PLACE: | Committee Room 301-B<br>City Hall |
| SCHEDULE A: | Vacancy Requests |
| SCHEDULE B: | Fund Transfers |

SCHEDULE A - VACANCY REQUESTS

Finance & Personnel Committee Meeting: December 16, 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: Authorized | Filled excl. this pos. | Recomm. Authori-zation | Vac. Prev. Appr. | Other Vac. | CSC Status and/or Funding Source | Int/ Ext Fill | Code |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | PROPERTY TAX LEVY SUPPORTED POSITIONS | | | | | | | | | | |
| | DEPT. OF EMPLOYEE RELATIONS | | | | | | | | | | |
| 9534 | Human Resources Analyst-Sr. | 5 | 4/4/09 | 1 | 0 | 1 | 0 | 0 | | Int | x-3 |
| 9536 | Administrative Services Assistant | 460 | 1/3/10 | 1 | 0 | 1 | 0 | 0 | | Int | x-3 |
| | HEALTH DEPARTMENT | | | | | | | | | | |
| 9537-38 | Public Health Nurse (2 positions) | 666 | NA<br>12/25/09 | 54 | 52 | 2 | 0 | 0 | | Int | x-1 |
| 9539 | Env. Disease Control Spec. (0.5 position) | 547 | 7/28/09 | 2 | 1 | 1 | 0 | 0 | | Int/Ext | x-2b |
| | LIBRARY | | | | | | | | | | |
| 9540 | Library Services Assistant | 504 | 12/16/09 | 14 | 10 | 1 | 3 | 0 | | Int/Ext | x-2b |
| 9546 | Copy Cataloging Technician II | 446 | 1/23/10 | 6 | 5 | 1 | 0 | 0 | | Int | x-2b |
| 9552 | Librarian III | 557 | 2/1/10 | 45 | 42 | 1 | 0 | 2 | | Int | x-2b |
| 9553 | Librarian III | 557 | 2/10/10 | 45 | 42 | 1 | 0 | 2 | | Int/Ext | x-2b |
| 9138 | Custodial Worker II-City Laborer | 215 | 2/22/09 | 28 | 27 | 1 | 0 | 0 | | Ext | x-2b |
| 9159 | Custodial Worker II-City Laborer | 215 | 3/29/09 | 28 | 25 | 1 | 0 | 2 | | Int/Ext | x-2b |
| | MUNICIPAL COURT | | | | | | | | | | |
| 9541 | Municipal Court Clerk I | 540 | 1/5/10 | 8 | 7 | 1 | 0 | 0 | | Int | x-2b |
| | DEPT. OF NEIGHBORHOOD SERVICES | | | | | | | | | | |
| 9554 | Building Codes Enforcement Supervisor | 7 | 6/1/09 | 6 | 5 | 1 | 0 | 0 | | Int | x-2b |
| | POLICE DEPARTMENT | | | | | | | | | | |
| 9581 | Captain of Police | 839 | 8/19/09 | 24 | 20 | 1 | 0 | 3 | | Int | x-1 |
| 9583 | Inspector of Police | 12 | NA | 2 | 1 | 1 | 0 | 0 | | Int | x-1 |
| 9584 | Deputy Inspector of Police | 842 | NA | 4 | 3 | 1 | 0 | 0 | | Int | x-1 |
| | DPW-INFRASTRUCTURE SERVICES | | | | | | | | | | |
| 9555 | Civil Engineer III | 628 | 8/15/09 | 12 | 10 | 1 | 1 | 0 | 50% capital | Int/Ext | x-2b |
| 9585-86 | Civil Engineer II (2 positions) | 626 | 12/14/09 | 12 | 9 | 2 | 0 | 1 | 85% capital | Ext | x-2b |
| 9587 | Management & Acct. Officer | 6 | 1/16/10 | 2 | 1 | 1 | 0 | 0 | 85% capital | Int | x-2b |
| 9556 | Bridge Operator Supervisor | 5 | 6/21/09 | 1 | 0 | 1 | 0 | 0 | 70% reimbursable | Int | x-1 |
| 9557 | Street Operations Supervisor | 5 | 2/4/10 | 3 | 2 | 1 | 0 | 0 | 15% capital | Int | x-2b |
| 9558 | Inventory Manager | 4 | 12/27/08 | 1 | 0 | 1 | 0 | 0 | 95% reimbursable | Int | x-2b |
| 9563 | Bridge Operator Leadworker | 704 | 8/9/09 | 5 | 4 | 1 | 0 | 0 | | Int | x-1 |
| 9565-70 | Engineering Technician II (6 positions) | 602 | 6/28/09<br>6/17/09<br>2/20/09<br>1/2/08<br>7/7/07<br>6/16/07 | 11 | 5 | 6 | 0 | 0 | 85% capital | Int/Ext | x-2b |
| 9572-75 | Electrical Mechanic (4 positions) | 978 | 5/20/08<br>1/27/09<br>1/2/10<br>1/9/10 | 61 | 57 | 4 | 0 | 0 | 42% capital & reimb. | Int/Ext | x-2b |
| 9576 | Electrical Worker | 974 | 9/8/09 | 28 | 27 | 1 | 0 | 0 | 38% capital; 25% reimb. | Int | x-2b |
| 9578 | Machinist II | 698 | 8/30/09 | 1 | 0 | 1 | 0 | 0 | 10% capital; 20% reimb. | Int | x-2b |
| 9579-80 | Street Repair Supervisor (2 positions) | 4 | 1/6/10<br>1/6/10 | 5 | 3 | 2 | 0 | 0 | 10% capital | Int | x-2b |

SCHEDULE A - VACANCY REQUESTS

Finance & Personnel Committee Meeting: December 16, 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: Authorized | Filled excl. this pos. | Recomm. Authori-zation | Vac. Prev. Appr. | Other Vac. | CSC Status and/or Funding Source | Int/ Ext Fill | Code |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | DPW-OPERATIONS DIVISION | | | | | | | | | | |
| 9542 | Urban Forestry Technician | 560 | 11/29/09 | 6 | 5 | 1 | 0 | 0 | | Int | x-2a |
| 9543 | Garage Custodian | 240 | 7/12/08 | 3 | 2 | 1 | 0 | 0 | | Int/Ext | x-2b |
| 9544 | Office Assistant IV | 445 | 2/26/09 | 3 | 2 | 1 | 0 | 0 | | Int | x-2b |
| 9517 | Maintenance Technician II | 258 | 5/2/09 | 6 | 5 | 1 | 0 | 0 | | Int/Ext | x-2b |
| 9582 | Custodial Worker III | 230 | 1/3/09 | 4 | 3 | 1 | 0 | 0 | | Int/Ext | x-2b |
| 9291 | Vehicle Service Technician-Heavy | 260 | 6/13/09 | 33 | 30 | 1 | 0 | 2 | | Int/Ext | x-2b |
| | NON-PROPERTY TAX LEVY SUPPORTED POSITIONS (Enterprise Funds, Grants) | | | | | | | | | | |
| | HEALTH DEPARTMENT | | | | | | | | | | |
| 9545 | Home Environmental Health Manager | 9 | 11/14/09 | 1 | 0 | 1 | 0 | 0 | Lead Poisoning Prev. | Int | x-6 |
| | DPW-SEWER MAINT. FUND | | | | | | | | | | |
| 9547 | Office Assistant II | 410 | 1/17/07 | 1 | 0 | 1 | 0 | 0 | Sewer Maint. Fund | Ext | x-6 |
| | DPW-WATER WORKS | | | | | | | | | | |
| 9548 | Sr. Water Treatment Plant Operator | 291 | 1/2/10 | 24 | 22 | 1 | 0 | 1 | Water Works | Int | x-6 |
| 9549 | Accountant III | 6 | 8/30/08 | 3 | 2 | 1 | 0 | 0 | Water Works | Int-Ext | x-6 |
| 9550 | Meter Reader - Commercial | 360 | 1/3/10 | 3 | 2 | 1 | 0 | 0 | Water Works | Int | x-6 |

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

Finance and Personnel Meeting: December 16, 2009

| Department<br>Account Name | Amount of Transfer<br>From | <br>To | Reason |
|---|---|---|---|
| DEPT. OF PUBLIC WORKS | | | |
| PARKING FUND | | | |
| 1000 N. Water Parking Structure Repair | $98,526.61 | | Funds to provide for construction contingencies and non-bid related construction costs from 2009 such as project administration/design and phone security and data recording upgrades. |
| Tow Lot Facility Expansion | | $98,526.61 | |
| SEWER MAINTENANCE FUND | | | |
| I&I Reduction Parent Account | $37,000.00 | | Bids for pump projects were higher than budget. Funding for by-pass pump facility replacements is critical to reduce the risk of sewer back-ups. |
| Pump Facility Project | | $37,000.00 | |

SCHEDULE C - GENERAL MATTERS

1. Miscellaneous matters

**NOTICES SENT TO FOR FILE NUMBER: 090962**
**Steering & Rules Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Mark Nicolini | Budget & Management Div. Director | 12/9/09 | | |
| | | | | |
| | | | | |
| | |

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 091098 **Version:** 0 | | |
| **Type:** | Communication | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | Communication from the Budget and Management Analysis Division relating to various position changes resulting from Common Council amendments to the 2010 Budget. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | BUDGET, POSITIONS ORDINANCE | | |
| **Attachments:** | Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/9/2009 | 0 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |



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## Number
091098
## Version
ORIGINAL
## Reference

## Sponsor
THE CHAIR
## Title

Communication from the Budget and Management Analysis Division relating to various position changes resulting from Common Council amendments to the 2010 Budget.

## Requestor

## Drafter
CC
tjm
12/1/09



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**CHANGES TO THE 2010 POSITIONS ORDINANCE**
**RESULTING FROM COMMON COUNCIL AMENDMENTS**
**ADOPTED NOVEMBER 6, 2009**

| AMENDMENT NUMBER | DEPARTMENT AND POSITION TITLE | ADD | DELETE |
|---|---|---|---|
| | **COMMON COUNCIL-CITY CLERK** | | |
| | Central Administration Division | | |
| 56 | Capital Program Specialist | 1 | |
| | License Division | | |
| 9 | License Coordinator (Y) | | 1 |
| 9 | License Specialist | 1 | |
| | **DEPARTMENT OF EMPLOYEE RELATIONS** | | |
| | Employee Benefits Division | | |
| 13A | Employee Assistance Coordinator | 1 | |
| 13A | EAP Administrative Specialist | | 1 |
| | **FIRE DEPARTMENT** | | |
| | Emergency Services Division Decision Unit | | |
| 30A | Fire Captain | 1 | |
| 30A | Fire Lieutenant | 2 | |
| 30A | Firefighter | 6 | |
| 30A | Heavy Equipment Operator | 3 | |
| | Fire Cause Investigation Unit | | |
| 21A | Fire Captain/Fire Investigator (D) | | 1 |
| 21A | Fire Lieutenant/Fire Investigator (D) | | 1 |
| | Supporting Services Decision Unit | | |
| | Automation Section | | |
| 22B | Administrative Assistant II | | 1 |
| | **HEALTH DEPARTMENT** | | |
| | Disease Control & Environmental Health Division | | |
| 35A | Environmental & Disease Control Spec. (X) (CCC) | 1 | |
| | **LIBRARY** | | |
| | Neighborhood Library & Extension Services Decision Unit | | |
| | Neighborhood Library and Extension Services Pool | | |
| 84 | Librarian II | 6 | |
| | Central Library Decision Unit | | |
| | Central Library Services Pool | | |
| 37A | Librarian II | 2 | |

| AMENDMENT NUMBER | DEPARTMENT AND POSITION TITLE | ADD | DELETE |
|---|---|---|---|
| | **POLICE DEPARTMENT** | | |
| | Administration Services Decision Unit | | |
| | Safety Division | | |
| 43 | Safety Specialist-Senior | 2 | |
| | Operations Decision Unit | | |
| | Community Services Division | | |
| 50 | Captain of Police | | 1 |
| | **PORT OF MILWAUKEE** | | |
| 53 | Deputy Port Director (Y) | 1 | |
| | **DPW-ADMINISTRATIVE SERVICES DIVISION** | | |
| | Office of the Commissioner | | |
| 56 | Capital Program Specialist | | 1 |
| | Auxiliary Positions | | |
| 54 | Driver Training Instructor | 4 | |
| | **DPW-OPERATIONS DIVISION** | | |
| | Fleet Operations/Dispatch Section | | |
| 68A & 87 | Operations Driver/Worker | 4 | |
| | Auxiliary Positions | | |
| 54 | Driver Training Instructor | | 4 |
| | Sanitation Section | | |
| | Field Operations | | |
| 60A | Sanitation Supervisor | 1 | |
| 60A & 61A | Operations Driver Worker (D) | 10 | |

**NOTICES SENT TO FOR FILE NUMBER: 091098**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Mark Nicolini | Budget & Management Div. Director | 12/9/09 | | |
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# Legislation Details (With Text)

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|---|---|---|---|
| **File #:** | 091107 **Version:** 0 | | |
| **Type:** | Communication | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | Communication relating to the report of the Budget and Management Analysis Division on the 2009 Budget Management Plan. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | BUDGET, BUDGET AND MANAGEMENT DIVISION | | |
| **Attachments:** | Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/9/2009 | 0 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |



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## Number
091107
## Version
ORIGINAL
## Reference

## Sponsor
THE CHAIR
## Title

Communication relating to the report of the Budget and Management Analysis Division on the 2009 Budget Management Plan.

## Requestor

## Drafter
Budget & Mgt.
MN
12/3/09



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# UPDATE ON 2009 BUDGET ADJUSTMENT PLAN

File 091107

December 16, 2009

Budget & Management Division

# Background

- Administration developed Plan to help adapt to emerging fiscal challenges
- Common Council adopted file 090043 in June, 2009
- Resolution directs DOA report on 12/16/09

# Plan Objectives

1. Achieve a $13 million 2009 expenditure lapse for 2011 TSF regeneration
2. Achieve 200 funded general City vacancies by the end of 2009
    - Reduce 2010 layoff potential
    - Helps achieve expenditure lapse
3. Provide for adequate operating funds for Q 4 2009 snow & ice operations
4. Reduce future budget impact of $2.7 m of contingent borrowing for 2008 snow & ice control expenses

# Plan Strategies

1. Position control
2. Harvest projected energy savings (i.e., no reallocations)
3. Implement 2009 furlough program
4. Modify the 2009 snow and ice removal charge
   - $2.7 million increase adopted in July via File 090333
5. Police overtime management not a formal part of Plan but has contributed to objectives

# Preliminary Assessment of Results

1. Final estimate not possible until end of Q1 2010
2. Vacancy objective was largely achieved
   - Less than 10 layoffs projected for 2010
   - Position management facilitated feasibility of “no layoff provision” with DC 48 for 2010-2011
3. $13 million lapse to TSF appears feasible
   - Final Q 4 2009 snow & ice operations need to be determined
   - Will help address rating agency concerns
4. 2010 adopted D/S levy reflects $2.7 million reduction from change to 2009 snow & ice removal charge

# Future Action

1. DOA can report on final assessment in April 2010
2. Q 1 2010 presents opportunity to discuss goals for 2010 operating results
3. No borrowing for 2009 operations is foreseen

**NOTICES SENT TO FOR FILE NUMBER: 091107**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Mark Nicolini | Budget & Management Div. Director | 12/9/09 | | |
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# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 090966 **Version:** 0 | | |
| **Type:** | Communication | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | Communication from the Department of Employee Relations relating to various salary changes resulting from the 2010 Budget and Common Council amendments to the 2010 Budget. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | BUDGET, SALARY ORDINANCE | | |
| **Attachments:** | Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/9/2009 | 0 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |



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## Number
090966
## Version
ORIGINAL
## Reference

## Sponsor
THE CHAIR
## Title

Communication from the Department of Employee Relations relating to various salary changes resulting from the 2010 Budget and Common Council amendments to the 2010 Budget.

## Requestor

## Drafter
CC-CC
tjm
11/16/09



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City of Milwaukee

Department of Employee Relations

**Tom Barrett**
Mayor

**Maria Monteagudo**
Director

**Michael Brady**
Employee Benefits Director

**Troy M. Hamblin**
Labor Negotiator

December 14, 2009

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

Dear Committee Members: Re: Common Council File Number 090966

Budget Amendment 15 (b), approved on November 6, 2009, changed the compensation for the positions of Commissioner of Election from the rates under Pay Range 36 to a reimbursement allowance as designated for members of certain Boards and Commissions under Part II, Section 8 of the Salary Ordinance. To implement this change the Salary Ordinance will need to be amended as follows:

Effective Pay Period 1, 2010 (December 27, 2009)

In the Salary Ordinance, under Pay Range 36, delete the title "Commissioner of Election".

In Part II, Section 8, add the "Board of Election Commissioners" to the list of city boards whose members are eligible for a reimbursement allowance.

Sincerely,

Maria Monteagudo

Maria Monteagudo
Employee Relations Director

MM:fcw

C: Mark Nicolini, Marianne Walsh, Susan Edman

DER-VERS (9/97)
CC-170(REV.6/86)

# CITY OF MILWAUKEE FISCAL NOTE

**A) Date:** December 15, 2009 **File Number:** 090966

Orig Fiscal Note ☒ Substitute ☐

**Subject:** Salary Ordinance Amendment – Change in Compensation for Commissioner of Election positions

**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)
- ☐ Capital Projects Fund (CPF)
- ☐ Perm. Improvement Funds (PIF)
- ☐ Other (Specify)
- ☐ Contingent Fund (CF)
- ☐ Special Purpose Accounts (SPA)
- ☐ Grant & Aid Accounts (G & AA)

| E) Purpose | Specify Type/Use | Account | Expenditure | Revenue | Savings |
|---|---|---|---|---|---|
| Salaries/Wages: | | | | | |
| Pensions: | | | | | |
| Health Ins: | | | | | |
| Life Ins: | | | | | |
| Equip Repair: | | | | | |
| Other: Auto | | | | | |
| | | | | | |
| **Totals** | | | -0- | | -0- |

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

| | | |
|---|---|---|
| ☐ 1-3 Years | ☐ 3-5 Years | |
| ☐ 1-3 Years | ☐ 3-5 Years | |
| ☐ 1-3 Years | ☐ 3-5 Years | |

G) List any anticipated future costs this project will require for completion:
Estimated savings included in 2010 budget.

H) Computations used in arriving at fiscal estimate:

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

**NOTICES SENT TO FOR FILE NUMBER: 090966**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Maria Monteagudo | Dept. of Employee Relations | 12/9/09 | | |
| Andrea Knickerbocker | Dept. of Employee Relations | 12/9/09 | | |
| | | | | |
| | | | | |
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# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 091106 **Version:** 0 | | |
| **Type:** | Communication | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **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 |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/9/2009 | 0 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |



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## Number
091106
## Version
ORIGINAL
## Reference

## Sponsor
THE CHAIR
## Title

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

## Requestor

## Drafter
CC
tjm
12/7/09



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City of Milwaukee

**Department of Employee Relations**

**Tom Barrett**
Mayor

**Maria Monteagudo**
Director

**Michael Brady**
Employee Benefits Director

**Troy M. Hamblin**
Labor Negotiator

December 14, 2009

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

Dear Committee Members: Re: Common Council File Number 091106

The following classification and pay recommendations were approved by the City Service Commission on December 1, 2009.

In the Health Department:

One new position was recommended for classification to Health Project Coordinator – Childhood Wellness, SG 04.

The following classification and pay recommendations will be submitted to the City Service Commission for consideration on December 15, 2009. We recommend these changes subject to approval by the City Service Commission:

Seven positions created or changed in conjunction with the implementation of the 2010 budget. The positions are located in the Employes' Retirement System, Unified Call Center, Department of Neighborhood Services, Fire & Police Commission-Office of Homeland Security, Department of City Development, Common Council-City Clerk and Port of Milwaukee.

In Department of Administration-Intergovenmental Relations Division:

One position of Administrative Specialist, SG 002 currently held by Mary Olinger is recommended for reclassification to Administrative Services Coordinator, PR 555

In the Department of Neighborhood Services:

One new position is recommended for classification as an Office Assistant III, PR 425.
Eight new positions are recommended for classification as Code Enforcement Inspector II, PR 541.

In the Department of Public Works – Operations Division:

Four positions of Nursery Laborer, PR 238 is recommended for reclassification as Nursery Specialist, PR 238.

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: 5 Job Evaluation Reports
2 Fiscal Notes

C: Mark Nicolini, Renee Joos, Erick Shambarger, Marianne Walsh, Troy Hamblin, Nicole Fleck, Joe Alvarado, Jerry Allen, Martin Matson, Sharon Robinson, Paul Vornholt, Mary Olinger, Art Dahlberg, Thomas Mishefske, Lynne Steffen, Michael Tobin, Steve Fronk, Richard Marcoux, Martha Brown, Judy Allen, Gary Peterson, Ronald Leonhardt, Eric Reinelt, Betty Nowak, Jeffrey Mantes, Preston Cole, Dan Thomas, David Sivyer, Leo Nowak, Richard Abelson, John English, Kenneth Wischer, Bill Mollenhauer, James Fields and Calvin Lee (DC48)

Department of Employee Relations

JOB EVALUATION REPORT

City Service Commission Meeting Date: December 1, 2009
Department: Health

| Current | Requested | Recommended |
|---|---|---|
| New Position | Health Project Coordinator – Project LAUNCH Well-Child<br>SG 04 ($44,194 - $61,871) | Health Project Coordinator – Childhood Wellness<br>SG 04 ($44,194 - $61,871) |

**Action Required**

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

In the Positions Ordinance, under Health Department, Family and Community Health Services Division, Project LAUNCH Grant (SSS), delete one position of "Health Project Coordinator-Young Child Wellness Coord. (X)(SSS) and add one position of "Health Project Coordinator – Childhood Wellness (X)(SSS)."

Rationale: The level of responsibility and knowledge/skill required for this position is on a par with other Health Project Coordinators in the Health Department, all of which are classified as such and allocated to Salary Grade 04.

**Duties and Responsibilities**
This grant-funded position will function in the Division of Maternal and Child Health, under the direction of a Program Manager. The mission of Project LAUNCH, Well-Child Connections is to promote the wellness of children in Milwaukee, from birth through eight years of age by addressing the physical, emotional, social, cognitive, and behavioral aspects of development.

The Coordinator of this project will provide day-to-day coordination of Project LAUNCH and act as the designated "Young Child Wellness Coordinator" for Milwaukee. Duties and responsibilities will include coordination with state-level Young Child Wellness personnel to develop and implement a Child Wellness Council and strategic plan for the Project. The Coordinator will oversee evidence-based programming and continuously review the effectiveness of the Project. Specific duties and responsibilities, as stated in the job description prepared by the Health Department, will include:

- Monitoring and preparing budgets, contracts, program reports, and grant applications
- Overseeing and collaborating with teams of home visitors and parent educators to provide evidence-based practices in child wellness
- Providing input into hiring of program staff
- Assessing, coaching, training, and supervising staff
- Coordinating with the state representatives of Young Child Wellness to develop and implement a strategic plan.
- Convene and facilitate monthly meetings with the local Child Wellness Council and act in a leadership role in all facets of the local child wellness effort.
- Establishing relationships with individuals and organizations

**Minimum Requirements and Notable Knowledge, Skill, Ability, and Competencies Required to Successfully Perform the Job**

The minimum requirements of the position, as stated on the job description prepared by the Health Department include a bachelor's degree in early childhood development, health education, nursing, social work or related field and four years of experience coordinating public or community health programs.

The most notable knowledge, skills, abilities, and competencies (KSACs) required for successful job performance include the following:

- Ability to work successfully with clients, staff, and members of the public from diverse backgrounds
- Knowledge of early childhood development and health
- Knowledge of health issues associated with children from brith to age eight
- Knowledge of evidence-based interventions and practices that promote early childhood wellness
- Ability to plan, organize, and prioritize activities associated with the Project
- Ability to create and implement a strategic plan for a public health project of the scope associated with the job

It should be noted that neither the minimum qualifications nor the most notable KSACs stated above have been validated for purposes of staffing.

**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 – Childhood Wellness in SG 04.

Prepared by: _____ AK
Laura Sutherland, Human Resources Representative

Reviewed by: _____
Andrea Kniokerbocker, Human Resources Manager

Reviewed by: _____
Maria Monteagudo, Employee Relations Director

Department of Employee Relations

# JOB EVALUATION REPORT

City Service Commission Meeting: December 15, 2009

This report recommends appropriate classifications and compensation levels for seven positions created or changed in conjunction with the implementation of the 2010 City of Milwaukee budget. This report contains recommendations for positions in the Employes' Retirement System, Unified Call Center, Department of Neighborhood Services, Fire & Police Commission-Homeland Security, Department of City Development, Common Council-City Clerk, and Port of Milwaukee.

In reviewing these positions, staff analyzed new job descriptions and held discussions with management representatives from affected departments. The following chart summarizes the recommended changes.

## EMPLOYES' RETIREMENT SYSTEM

| Current | Request | Recommendation |
|---|---|---|
| New Position | Records Technician II<br>PR 410 ($29,780 - $35,041) | Records Technician II<br>PR 410 ($29,780 - $35,041) |

## UNIFIED CALL CENTER

| Current | Request | Recommendation |
|---|---|---|
| New Position | Call Center Director<br>SG 14 ($83,653 - $117,118) | Call Center Director<br>SG 12 ($73,627 - $103,077) |

## DEPARTMENT OF NEIGHBORHOOD SERVICES

| Current | Request | Recommendation |
|---|---|---|
| Public Information Coordinator<br>SG 05 ($47,109 - $65,957) | Certification and Communications Coordinator<br>SG 05 ($47,109 - $65,957) | Certification and Communications Coordinator<br>SG 05 ($47,109 - $65,957) |

## FIRE & POLICE COMMISSION – OFFICE OF HOMELAND SECURITY

| Current | Request | Recommendation |
|---|---|---|
| New Position | Office of Homeland Security Grant Monitor<br>SG 06 ($50,206 - $70,295) | Grant Monitor-Homeland Security<br>SG 06 ($50,206 - $70,295) |

## DEPARTMENT OF CITY DEVELOPMENT

| Current | Request | Recommendation |
|---|---|---|
| New Position | Communications and Outreach Manager<br>SG 09 ($60,809 - $85,129) | Communications and Outreach Manager<br>SG 09 ($60,809 - $85,129) |

**COMMON COUNCIL-CITY CLERK**

| Current | Request | Recommendation |
|---|---|---|
| New Position | Capital Program Specialist<br>SG 08 ($57,028 - $79,836) | Fiscal Planning Specialist<br>SG 08 ($57,028 - $79,836) |

**PORT OF MILWAUKEE**

| Current | Request | Recommendation |
|---|---|---|
| New Position | Graduate Intern<br>PR 930 ($13.93 - $17.52) | Graduate Intern<br>PR 930 ($13.93 - $17.52) |

**ACTIONS REQUIRED**

In the Salary Ordinance,
under Salary Grade 12, add the title "Call Center Director."
under Salary Grade 09, add the title "Communications and Outreach Manager."
under Salary Grade 06, add the title "Grant Monitor-Homeland Security."
under Salary Grade 05, delete the title "Public Information Coordinator" and add the title "Certification and Communications Coordinator."

In the Positions Ordinance,
under the Department of Neighborhood Services, Administrative Services Section, delete one position of "Public Information Coordinator (X)" and add one position of "Certification and Communications Coordinator (X)."
under the Department of Fire & Police Commission-Office of Homeland Security, delete one position of "Compliance Analyst (Y)" and add one position of "Grant Monitor-Homeland Security (Y)."
under the Department of Common Council-City Clerk, Central Administration Division, add one position of "Fiscal Planning Specialist."
under the Port of Milwaukee, Marketing Section, delete one position of "Graduate Assistant" and add one position of "Graduate Intern."

**EMPLOYES' RETIREMENT SYSTEM**

**Current:** **New Position**
**Request:** **Records Technician II PR 410**
**Recommendation:** **Records Technician II PR 410**

The basic function of this new position is to maintain the Employees' Retirement System's (ERS) source documents, records, electronic files, and data; and scan and index documents to initiate workflow in the ERS computer system (MERITS). The duties and responsibilities include the following:

55% Organize, prepare, scan, and index documents in the ERS MERIT computer system; perform quality assurance review of scanned and indexed documents; and maintain electronic records
20% Prepare, screen, enter, and maintain computer systems data; and detect and correct errors
15% Provide backup to the ERS front desk including greeting customers, answering phones, screening calls, and answering questions of a general nature
5% Research and retrieve files from City Records

5% Perform other job duties as assigned
Requirements for this position include experience with data entry and filing, Microsoft Windows XP and the Microsoft Office Suite.

The Employe's Retirement System has a new position in the 2010 budget that will be working primarily with the Department's imaging and workflow system. A review of the submitted job description indicates that the position will be performing duties that are substantially the same as those of another current position of Records Technician II in the Department. We therefore recommend that this new position in the Employe's Retirement System be classified as Records Technician II in Pay Range 410.

**UNIFIED CALL CENTER**

| | | |
|---|---|---|
| **Current:** | **New Position** | |
| **Request:** | **Call Center Director** | **SG 14** |
| **Recommendation:** | **Call Center Director** | **SG 12** |

This new position will be responsible for creating a new unified Call Center for the City of Milwaukee for nonemergency calls employing "citizen relationship technology" and presumably a 311 telephone system. The overarching goals of the Call Center are to:

- improve direct customer service to residents
- increase the effectiveness and efficiency of City services through the use of readily available data on requests for service and responses to service; and
- increase accountability by providing the Mayor, Common Council, and department managers with information and measures of city services.

As envisioned, the Call Center will bring together customer service operations currently residing in the Department of Neighborhood Services, Milwaukee Water Works, and Department of Public Works, and other areas, and then determine the best processes, telephony, and information technology to implement. Establishing the Call Center will require a good deal of leadership as well as technical expertise in telephone systems and call center technology. Although requirements have not yet been validated for staffing purposes, the minimum requirements for the job, as stated on the job description, include a bachelor's degree in a field related to information technology or industrial engineering, and 5 years of experience designing and implementing business processes using a software solution.

In determining a proper level of compensation for this position, salary information was obtained from several cities with 311 call center operations. Two cities deemed the most comparable in terms of the size of their call center operations are that of Minneapolis and Baltimore. The Call Center for the City of Minneapolis, with a staff of 34, pays its Director $92,604 annually. Baltimore's Call Center, with a staff of 40, pays its Director $91,800 annually.

In addition, current Salary Grades for higher level management positions from within the City's employ were examined. From an internal perspective, the Call Center Director appears to be equivalent to a department head for a smaller department like the Election Commission in Salary Grade 12, or a high level manager such as the Permit and Development Center Manager in the Department of City Development in Salary Grade 12.

Salary Grade 12

| Minimum | Midpoint | Maximum |
|---|---|---|
| $73,627 | $88,352 | $103,077 |

If the midpoint of the range is considered the "going rate" for the job, the midpoint of SG 12, at $88,352 is close (within 5%) of the compensation for Call Center Directors for Minneapolis and Baltimore. Considering the current labor market, which is extremely favorable to employers, the City's fiscal constraints, external salary comparisons, and internal Salary Grade comparisons, it appears appropriate to recommend classification of this new position as Call Center Director in Salary Grade 12.

**DEPARTMENT OF NEIGHBORHOOD SERVICES**

| | | |
|---|---|---|
| **Current:** | **Public Information Coordinator** | **SG 05** |
| **Request:** | **Certification and Communications Coordinator** | **SG 05** |
| **Recommendation:** | **Certification and Communications Coordinator** | **SG 05** |

The duties and responsibilities associated with this position have changed the nature of work associated with this job. As a result of the addition of administrative work, such as ensuring that the Department's 50+ Inspectors meet state and City certification requirements and duties related to security, "public relations" as typified by writing press releases, arranging for advertisements, and so forth, is no longer the primary focus of the job. Although the position is still responsible for producing written materials used by a wide variety of individuals, including home owners, landlords, businessmen and women, and the staff of the Department, the additional administrative duties that have been added to the job warrant reclassification to a different job title. For this reason, we recommend that the position of Public Information Coordinator, in Salary Grade 05 be reclassified to Certification and Communications Coordinator in Salary Grade 05.

**FIRE & POLICE COMMISSION – OFFICE OF HOMELAND SECURITY**

| | | |
|---|---|---|
| **Current:** | **New Position** | |
| **Request:** | **Office of Homeland Security Grant Monitor** | **SG 06** |
| **Recommendation:** | **Grant Monitor-Homeland Security** | **SG 06** |

This new grant-funded position will report to the Director of Homeland Security and be responsible for fiscal management and monitoring of the Urban Area Security Initiative (UASI) and other emergency management grants to insure compliance with federal, state, and local regulations and completion of projects within designated funding periods. The duties and responsibilities include:

10% Perform fiscal and accounting reconciliation activities of various grant awards
10% Provide technical assistance to all grant sub-recipients
10% Perform purchasing (FMIS) duties as related to the Office of Homeland Security (OHS) grant programs
10% Serve as a liaison to federal, state, and municipal agencies to ensure compliance with grant requirements
20% Conduct analysis of data to prepare financial status reports and appropriate materials required for financial and program audits
10% Assist in coordination of the inter-departmental agencies to achieve grant program goals and objectives
10% Assist with the writing of grant proposals

10% Update, develop, implement and maintain standard operating procedures and performance measures that provide for sound internal control environments

10% Perform other project management related tasks as assigned by the Homeland Security Director Requirements for this position include a Bachelor's Degree in Business, Public Administration or related field or three to five years of related experience or training.

In 2009 the Office of Homeland Security is located in the Department of Administration, but with the 2010 budget becomes a part of the Fire and Police Commission. This new position will report directly to the Homeland Security Director and be funded through the UASI grant.

Staff compared the duties and responsibilities of this position with other positions in Salary Grade 06 including as Grant Monitor, Compliance Analyst, and Environmental Policy Analyst. All of these positions are involved with monitoring grants for widespread programs, ensuring that activities and purchases conform to program requirements, and analyzing data. Similar to the Grant Monitor classification this new position will also provide technical assistance to those receiving grant funds and write financial and/or evaluative reports.

The closest fit is the Grant Monitor classification. We recommend the title "Grant Monitor – Homeland Security" to accurately describe the function of the position and to distinguish the position from other Grant Monitor positions that work with community development.

**DEPARTMENT OF CITY DEVELOPMENT**

| | | |
|---|---|---|
| **Current:** | **New Position** | |
| **Request:** | **Communication and Outreach Manager** | **SG 09** |
| **Recommendation:** | **Communication and Outreach Manager** | **SG 09** |

This new position will be located in the Marketing Section of the Department of City Development. Using a variety of electronic media, print media, and outreach, including publications, online social networking, public meetings, and presentations, this position will provide customers and stakeholders with economic development information and tools and the impact of economic development. This position will also prepare grant applications to further economic development. The position will supervise a graphics designer and videographer. (The photographer/videographer is a contractor.)

Although requirements have not yet been validated for purposes of staffing, the minimum requirements for the job, as stated on the job description provided by the Department include a bachelor's degree in public administration or closely related field and six years of progressively responsible administrative experience in a public agency. It would seem that work experience in corporate communications would also be necessary requirement. Notable knowledge, skills, abilities, and attributes include: highly developed verbal and written communication skills; an ability to direct, supervise, coach, and train employees; and the ability to communicate effectively with all government officials and representatives of business interests.

The nature of work performed, level of responsibility and knowledge/skill required is similar to the following positions in the City service:

| Title | Salary Grade | Department |
|---|---|---|
| Public Relations Manager | 09 | Milwaukee Police Department |
| Health Communication Officer | 08 | Milwaukee Health Department |
| Marketing and Public Relations Officer | 09 | Milwaukee Public Library |
| Publications and Information Manager | 09 | Common Council-City Clerk |

Considering these internal comparisons, we recommend classification of this position as a Communication and Outreach Manager in Salary Grade 09.

**COMMON COUNCIL-CITY CLERK**

| | | |
|---|---|---|
| **Current:** | **New Position** | |
| **Request:** | **Capital Program Specialist** | **SG 08** |
| **Recommendation:** | **Fiscal Planning Specialist** | **SG 08** |

In 2009, the Common Council and Mayor reestablished a Capital Improvements Committee. The purpose of this Committee, which is advisory in nature, is to develop and maintain a unified long-term capital improvements program for the City's infrastructure and facilities. The committee will evaluate recommendations from City departments and prepare an annual six-year capital improvements program based on City priorities and objectives.

The Committee will also prepare a report describing the condition of the city's infrastructure and facilities and the adequacy of effort made to preserve such infrastructure and facilities and eliminate any deferred capital maintenance. Based on these reports, in May of each year the Committee will submit to the Budget and Management Division a capital improvements budget for construction and maintenance of infrastructure and facilities for the ensuing fiscal year, and prepare semi-annual progress reports, with emphasis on the status of large-scale capital projects, for submission to the Common Council.

The duties and responsibilities of the position under consideration will flow from the mission, goals, and objectives established by the aforementioned Committee. Residing in the Office of the Common Council, City Clerk, and reporting to the Deputy City Clerk, this position will serve as the sole staff to the Committee. The major responsibilities of the job will be to:

- Prepare an annual report for submission to the Capital Improvements Committee that describes the condition of the city's infrastructure and facilities and the adequacy of the effort level made by the city to preserve such infrastructure and facilities and eliminate any deferred capital maintenance.
- Assist the Capital Improvements Committee in developing a recommended capital budget, including financing, for the construction and maintenance of infrastructure and facilities, based on capital budget requests submitted by city departments and within guidelines established by the Common Council, and describe its relationship to the 6-year capital improvements program to the Capital Improvements Committee.
- Secure supporting data and justification for proposed capital improvements projects, arrive at accurate cost estimates and secure from city departments a list of services and facilities and a projection of operating costs related to each construction project.
- Monitor completion of the capital improvements program as contained in the annual budget. Prepare semi-annual progress reports, with emphasis on the status of large-scale capital projects

as determined pursuant to Resolution File Number 061597, and other projects as determined by the committee, in relation to their predetermined construction schedule and estimated costs, for submission to the Capital Improvements Committee.

- Assist the Capital Improvements Committee in developing a prioritized 6-year capital improvements program for all departments under control of the Common Council, including total estimated construction and maintenance costs, the effect of the total costs upon estimated annual tax levies and debt service for each year of the program, and recommendations concerning financing of the program.

Although minimum requirements for this job have not yet been validated for staffing purposes, the job description submitted by the Common Council, City Clerk indicate that a bachelor's degree in public administration, civil engineering, or finance and three years of experience in capital budgeting, finance or related area would be required.

Notable knowledge, skills, abilities, and attributes needed to successfully perform the job include:

- Knowledge of the pricipals and practices of municipal finance, budgeting, and accounting.
- Knowledge of municipal government structure, statutes, and departmental responsibilities.
- Ability to employ cost-benefit analysis to analyze proposed budgets creatively in light of competing priorities, budget limitations, and alternative funding methods.
- Ability to present effective oral and written communications in a concise and clear manner.
- Ability to become proficient in use of the Financial Management Information System.
- Ability to work cooperatively with Committee members, elected officials, deprtment heads and staff to develop capital budget requests, reports, and related documents.
- Ability to use advanced features of Microsoft Word, Excel, PowerPoint and database software.

The City has an established several series of job classifications for budgeting and planning with the following titles and Salary Grades:

| | |
|---|---|
| Budget & Management Analyst | SG 03 |
| Budget & Management Analyst-Senior | SG 05 |
| Budget & Management Analyst-Lead | SG 06 |
| Budget & Management Special Asst | SG 08 |
| Fiscal Planning Specialist | SG 08 |
| Fiscal Planning Specialist-Senior | SG 10 |

As the sole staff to the Capital Improvements Committee, the level of responsibility associated with this job, which includes the consequences of errors and failure to perform the job well, is significant. Further, the extent and purpose of contacts with others, which is a compensable job evaluation factor, will also be significant in this job. For that reason, it appears appropriate for the position under consideration to be allocated to SG 08.

For administrative simplicity, however, we recommend that the title of this position be that of Fiscal Planning Specialist, consistent with one of the aforementioned job series currently in use. This job classification recommendation will not prohibit the employee filling the job from using a working title, such as Capital Program Specialist as long as it meets the approval of the Committee and City Clerk.

We therefore recommend that this new position in the Common Council-City Clerk's Office be classified at Fiscal Planning Specialist in Salary Grade 08.

**PORT OF MILWAUKEE**

| | | |
|---|---|---|
| **Current:** | **New Position** | |
| **Request:** | **Graduate Intern** | **PR 930** |
| **Recommendation:** | **Graduate Intern** | **PR 930** |

This new position will work as a Marketing Intern at the Port of Milwaukee. Specific duties and responsibilities will include assisting in

- Tracking customer tonnage, in particular general cargo tonnage.
- Maintaining a lease database, and create reports on PPI increases, expirations of leases, etc.
- Researching for new steel customers, energy projects, dried distiller grain market, wood pellet market, transload opportunities, liquids market and other cargoes in the Midwest area for Marketing to pursue.
- Promotion opportunities, trade booths, advertising, web site upkeep, developing flyers, etc.
- Following up on daily requests for information with customers.
  Requirement in include enrollment or written acceptance for admission to graduate school.
  Knowledge of Excel and Access is ideal.

The duties, responsibilities and requirements of this position are consistent with the city-wide classification of Graduate Intern which assist in departments in a particular functional area and require enrollment in graduate school. We therefore recommend classifying this new position as Graduate Intern in Pay Range 930.

Prepared by: Sarah Trotter
Sarah Trotter, Human Resources Representative

Prepared by: Laura Sutherland
Laura Sutherland, Human Resources Representative

Prepared/Reviewed by:
Andrea Knickerbocker, Human Resources Manager

Reviewed by:
Maria Monteagudo, Employee Relations Director

# JOB EVALUATION REPORT

City Service Commission Meeting Date: December 15, 2009
Department: Department of Administration – Intergovernmental Relations Division

| Present | Request | Recommendation |
|---|---|---|
| Administrative Specialist<br>SG 02 ($38,902 - $54,455)<br>Incumbent: Mary Olinger | Administrative Specialist-Senior<br>SG 04 ($44,194 - $61,871) | Administrative Services Coordinator<br>PR 555 ($48,133 - $54,958) |

## Action Required

In the Positions Ordinance, under Department of Administration, Intergovernmental Relations Division, delete one position of "Administrative Specialist" and add one position of "Administrative Services Coordinator."

## Background

The Department of Employee Relations received a letter on June 16, 2008 from Paul Vornholt, Legislative Liaison Director, requesting a classification study of one position of Administrative Specialist in Salary Grade 002. In studying this position, staff reviewed job descriptions and held discussions with the incumbent and the position's supervisor, Paul Vornholt.

## Duties & Responsibilities

The basic function of this position is to manage state legislation; be responsible for reporting the City's lobbying activity to the Wisconsin Government Accountability Board (GAB) and adhering to all regulations; serve as a liaison to the Common Council Judiciary and Legislation Committee, Mayor's Office, City Departments and organizational affiliations; and oversee administrative operations of the Intergovernmental Relations Division. The duties and responsibilities include the following:

40% Review state legislation as it is introduced, determine applicability to the City, and refer to appropriate City departments and staff; develop and maintain legislative database (customize Legistar); assist in the development of the City's Legislative Package; research legislation from current as well as prior legislative sessions; prepare legislative agendas for Judiciary and Legislation Committee Meetings; and work closely with staff for the Judiciary and Legislation Committee.

30% Report lobbying activity of the City to the Wisconsin GAB and ensure the City's adherence to the detailed and complex regulations; and prepare and submit on-line semiannual State Lobbying Report.

20% Oversee administrative operations of the Intergovernmental Relations Division and federal lobbying contract; and be responsible for the Division's budget preparation and expenditures, payroll and personnel matters, record retention, equipment rentals and purchases, and inventory control.

10% Function as a secretary to the Legislative Liaison Director and the lobbying staff and take dictation of a difficult or technical nature; be responsible for distribution of information to the State Legislature; work closely with staff from the Mayor's Office in the preparation and execution of correspondence for the Mayor; and assist in the coordination and scheduling of meetings.

Requirements for this position include a Bachelor's Degree in Business, Public Administration or closely related field and one year of related experience. Equivalent combinations of education and experience may also be considered.

**Changes to the Position**

Changes in this position include the following:

- Primary responsibility for managing the review of state legislation which requires a knowledge of the legislative issues that impact the City including some that are technical in nature, and identifying and forwarding priority issues such as crime, health, transportation, tax, public works, and the environment to City Departments and Division staff.
- Researches legislation from current and prior legislative sessions and provides information to elected officials, Department heads, and Division staff.
- Responsibility for reporting the City's lobbying activity has become more complex due to various amendments to the Wisconsin Statutes that govern lobbying regulation.
- Responsibility for customizing and implementing the City Clerk's Office Legistar software to be used by the Division to track state legislation.
- Trains departmental administrative staff on FMIS, HRMS, Time Entry, and Payroll as needed.
- Assumes responsibilities in other Divisions when staff shortages occur in areas such as payroll, accounts payable, and budget requests.
- No longer supervises two office support positions that were eliminated.

**Comparison to Other Positions**

To study this position we made comparisons to numerous administrative job classifications, both management and nonmanagement, including the following:

Program Assistant III in Pay Range 550 ($46,607 - $53,328)
The specification for the Program Assistant job series indicates that these positions perform a variety of office support and administrative work in support of a program or distinct area of operations within a City Department. The term "program" is intended to be broad in application, encompassing the work of a bureau, division, section, or specific program in a department.

There are three levels of Program Assistant. The highest level, Program Assistant III, is for positions that perform a variety of duties and responsibilities to support a significantly complex program or area of operations within a City Department. In addition to requiring the equivalent knowledge and skill obtained with a bachelor's degree, these positions require in-depth knowledge of technical and/or administrative processes. Other Program Assistant III positions are located in the Department of Public Works, Department of Administration and the Fire and Police Commission. One position of Program Assistant III is located in the Fire and Police Commission. The basic function of this position is to serve as the confidential secretary to the Fire and Police Commission Executive Director and the Board of Fire and Police Commissioners; prepare for review and approval the annual department operating budget; oversee department accounts and records; direct and ensure the monitoring of

Police and Fire Departments payrolls and personnel activities; and oversee the general operations of the office.

Administrative Services Coordinator in Pay Range 555 ($48,133 - $54,958)
This position is located in the Department of City Development and serves as the coordinator for various departmental administrative functions and provides executive level support to the Commissioner – City Development and key staff in the Commissioner's Office. This includes coordinating various functions such as maintenance and custodial operations, record retention process, tracking system and responses to proposed state legislation; coordinating meetings between top level executives, the Mayor and the Commissioner and provide background material if needed; coordinating personal appearances for the Commissioner on behalf of the Mayor as directed by the Mayor; reviewing and prioritizing all correspondence addressed to the Commissioner and routing it to staff for response or information; and performing general research regarding departmental issues and projects upon request.

Administrative Services Specialist in Salary Grade 01 ($36,507 - $51,106)
Currently there are two filled positions with this classification. One is in the Police Department and the other one is in the Employee's Retirement System (ERS). The basic function of the latter one is to be responsible for the complete administration of financial and membership functions of the health and dental insurance for several different retiree groups including General City, Fire, Police, Pabst Theatre, Wisconsin Center, Duty and Ordinary Disability, and spouse survivors and dependents; on-going correspondence with members, ERS Board, staff, and other affected personnel; maintaining appropriate records and database; preparing required reports; and understanding and applying associated rules, regulations, and legal opinions governing the process.

Administrative Specialist in Salary Grade 02 ($38,902 - $54,455)
There are several positions of Administrative Specialist in the City Service including the position under study. Generally, these positions perform a wide variety of administrative, technical and supervisory duties. For example, one position in the Department of Administration – Budget and Management Division is responsible for administrative support to the Division which includes oversight of technical systems related to the preparation of budget systems and forms, official city budget documents, materials for the annual city budget review, and ongoing budget administration such as vacant positions, fund transfers, and emergency temporary position authorizations; preparing the annual City Positions Ordinance and organization charts for publication; coordinating the Division's accounts and payroll processing; providing support for the analytic staff with PowerPoint presentations and spreadsheets; and serving as a lead worker for an Administrative Services Specialist.

Administrative Specialist-Senior in Salary Grade 04 ($44,194 - $61,871)
There are also several positions of Administrative Specialist – Senior in the City. One of the positions is located in the Communications and Marketing Section of the Library. The basic function of this position is to promote the library's services and resources by editing and writing library publications, developing and maintaining electronic media; and assisting with developing and coordinating public relations, marketing programs, and special events. Another position is located in the City Attorney's Office and serves as the Executive Administrative Assistant to the City Attorney and Deputy City Attorney; oversees the automated office systems in the Department, troubleshoots with respect to hardware and software problems, and is the Department liaison with the Information and Technology Management Division of the Department of Administration; oversees the daily workload and operations of the office support staff and is a lead worker to ten positions; and assists the Special Assistant to the City Attorney with personnel related functions. A third position is located in the Circulation Division of the Library. The basic function of this position is, under the general direction of the Librarian V, to oversee the daily operation of the Circulation Bureau. This includes supervision

and decision making, evaluating and handling all disciplinary activities, serving as departmental liaison for scheduling and billing with the contracted security guard program, and overseeing the free flier distribution program.

Administrative Services Supervisor in Salary Grade 05 ($47,109 - $65,957)
There are two positions with this classification, one is located in the Assessor's Office and the other is in the Department of City Development. The first position supervises a staff of ten employees; provides administrative assistance to the Commissioner and Chief Assessor; does initial review of exemptions, requests additional information if needed and explains standards for exemptions in person and over the phone; ensures that the Department obtains all necessary equipment, materials and supplies; and prepares the Department's budget. The other position supervises a staff of four and oversees a variety of administrative functions critical to the operations of the Department of City Development including managing the Department's space in the 809 Building, payroll functions, and coordination of all departmental business with the Milwaukee Common Council.

**Analysis and Recommendation**

In 1996 this position was studied as part of the City-wide Office Support Study. This resulted in a title change from Administrative Specialist to Office Supervisor II in Salary Grade 02. Based on the specification, typical duties of an Office Supervisor II are as follows:

- Directly supervises a small staff of office support personnel.
- Analyzing work processes and making improvements where practicable
- Performing a variety of administrative duties needed to run an office such as ordering supplies and materials; evaluating equipment, hardware, and software needs and ordering upgrades; creating and maintaining files and filing systems; administering record retention systems; assessing telephone needs and coordinating installations; and maintaining financial, budgetary, personnel, and other types of records.
- Preparing budgetary documents and supporting documentation for annual and ongoing budget requests; monitoring budget expenditures; and preparing requisitions and payment certifications for office supplies, equipment, and services.
- Researching and analyzing issues related to the work of the section; and presenting conclusions and recommendations regarding issues orally and in writing.
- Preparing technical, financial, statistical, and other types of written reports.

In 2003 the position was studied, and as the position no longer supervised any other positions on a regular basis, was returned to the title of Administrative Specialist in Salary Grade 02. Because the level of administrative work remained at a high level, the salary grade did not change.

When a position is studied the standard for reclassification is not only whether there have been changes in the duties and responsibilities but whether the changes increase the level of responsibility enough to reclassify the position to a higher level. Duties and responsibilities are compared to those of other positions in the City Service.

A review of the current duties and responsibilities of the position under study indicates that many closely match the specification for Office Supervisor II. Since the position under study is already in one of the higher classifications for administrative support work several of the changes listed above, such as doing research, training staff on FMIS, HRMS, Time Entry, and payroll; and filling in for others in areas such as payroll, accounts payable, and budget requests, are consistent with the current classification and/or other positions in similar levels such as Pay Range 550 and 555.

Some of the other changes such as managing the review of state legislation to see what might be of interest or concern to the City of Milwaukee; and complying with the more complex reporting requirements for the City's lobbying activity, are some of the stronger responsibilities of the positions. Working to customize and implement a new software program can be especially challenging during the initial phases but once it is completed, that type of work is greatly reduced. In addition, other positions in the City at the same or lower levels have also been involved with similar activity to help make their areas of operation more efficient. These changes do not change the level of responsibility of the position enough to support a reclassification to a higher level within the Management Pay Plan.

However, because the position no longer has supervisory responsibilities, reclassification to the comparable nonmanagement position of Administrative Services Coordinator in Pay Range 555 would be appropriate. The position in this classification in the Department of City Development also provides high level administration support to a key position in the City as well as other administrative functions within the Department.

Based on the above review and analysis we recommend that this position be reclassified from Administrative Specialist in Salary Grade 02 to Administrative Services Coordinator in Pay Range 555.

Prepared by: Sarah Trotter
Sarah Trotter, Human Resources Representative

Reviewed by:
Andrea Knickerbocker, Human Resources Manager

Reviewed by:
Maria Monteagudo, Employee Relations Director

Department of Employee Relations

# JOB EVALUATION REPORT

City Service Commission Meeting: December 15, 2009
Department: Neighborhood Services

This report recommends appropriate classifications and compensation levels for nine positions created in conjunction with the implementation of the 2010 City of Milwaukee budget in the Department of Neighborhood Services. In reviewing these positions, staff analyzed new job descriptions and held discussions with management representatives from affected departments. The following chart summarizes the recommended changes.

| Current | Request | Recommendation |
|---|---|---|
| New Position | Office Assistant III<br>PR 425 ($33,865 – $37,464) | Office Assistant III<br>PR 425 ($33-865 - $37,464) |
| 8 New Positions | Code Enforcement Inspector II – 8 positions<br>PR 541 ($43,909 - $52,069) | Code Enforcement Inspector II – 8 positions<br>PR 541 ($43,909 - $52,069) |

## ACTIONS REQUIRED

No action required.

## BACKGROUND

In the 2010 budget, the Department of Neighborhood Services received additional position authority for eight Code Enforcement Inspector II's, and one Office Assistant III, to staff a Vacant Building Registration Program and a Residential Rental Inspection Pilot Program. Staff reviewed standard job descriptions and held discussions with Business Operations Manager Lynne Steffen.

Vacant Building Registration Program

This new program will provide more proactive and comprehensive inspection and monitoring of vacant properties. As a result of the downturn in the housing market, the number of vacant properties is increasing, creating a greater risk to neighborhood conditions if these properties are not adequately maintained. If vacant properties are abandoned or not maintained, they create blight in neighborhoods, require additional city resources to be expended, and threaten public health, safety, and welfare. The program's goal is to provide a deterrent to property owners not adequately maintaining vacant buildings. This should stabilize and improve neighborhood conditions while allowing for improved code enforcement, policing, and development strategies involving vacant properties. The program as proposed will require specific buildings that are vacant for a specified time period to be registered with DNS. Registration is valid for six months and must be renewed as long as the building remains vacant. A $250 base renewal fee will be charged, with the fee increasing if uncorrected code violations exist. It is estimated that there are 300 vacant commercial buildings and 1,000 residential buildings that would initially qualify.

Four of the new Code Enforcement Inspector II positions and the Office Assistant III will be assigned to this program. The Code Enforcement Inspector II's will be responsible for conducting interior and exterior inspections of the properties to ensure that no critical code violations exist. If violations exist, they will issue orders to correct the violations.

The Office Assistant III will perform all necessary clerical functions related to the program. Duties and responsibilities will include answering calls and inquires, organizing the workload and setting up procedures, implement systems to meet the demands of the program's reviewing procedures, maintaining separate files of all applications, notice letters, certificates, and other related material, preparing reports, memos, letters, lists, and other related materials, following up on referrals to other divisions, and scheduling inspections and reinspections for inspectors.

Residential Rental Inspection Pilot Program

Certain areas of the city have a high concentration of rental properties, which increases the risk of fire and other safety hazards, as well as dangerous or unsatisfactory housing conditions. The program's goal is provide more proactive and comprehensive inspection and monitoring of rental properties in order to deter landlords from illegally and improperly maintaining rental units. This should ensure safe housing, reduce illegal occupancies and fire deaths, and minimize the adverse impact of rental housing. The program is being implemented on a pilot basis. The program as proposed will require each rental unit to obtain a residential rental certificate.

Four of the new Code Enforcement Inspector II positions will be assigned to this program. The Code Enforcement Inspector II's will be responsible for conducting interior and exterior inspection to ensure compliance with the building maintenance code and zoning ordinances. If violations exist, they will issue orders to correct the violations.

**ANALYSIS AND RECOMMENDATION**

The job descriptions provided for these eight new Inspector positions are consistent with the standard job description for Code Enforcement Inspector II. These positions conduct various types of inspections to insure that residential and commercial structures meet City and State codes.

The job description for Office Assistant III is consistent with other Office Assistant III positions in the department including a position in the Administrative Services Section of DNS which is responsible for pursuing compliance with the City's requirement to record property ownership and a position in the Neighborhood Improvement Program which performs all necessary clerical functions related to that program.

For the reasons indicated above, we recommend classifying these new positions as Code Enforcement Inspector II in Pay Range 541 and Office Assistant III in Pay Range 425.

Prepared by: Andrea Knickerbocker
Andrea Knickerbocker, Human Resources Manager

Reviewed by: M. Montegudo
Maria Monteagudo, Employee Relations Director

# JOB EVALUATION REPORT

City Service Commission Meeting Date: December 15, 2009

Department: Department of Public Works – Operations Division

| Current | Request | Recommendation |
|---|---|---|
| Nursery Laborer<br>PR 238 ($37,833 - $41,791) | Study for Title Change | Nursery Specialist<br>PR 238 ($37,833 - $41,791) |

## Action Required

In the Salary Ordinance, under Pay Range 238, delete the title "Nursery Laborer" and add the title "Nursery Specialist."

In the Positions Ordinance, under Department of Public Works – Operations Division, Forestry Section, delete four positions of "Nursery Laborer" and add four positions of "Nursery Specialist."

## Background

As part of the 2004-2006 District Council 48, AFSCME, AFL-CIO Labor Agreement the City agreed to "look at (a) title change for (the) classification of Nursery Laborer". The Department currently has four positions of Nursery Laborer. Discussions were held with James Fields, President, Local 33; Leo Nowak, Union Delegate, Local 33; David Sivyer, Forestry Services Manager; and Dan Thomas, Public Works Personnel Administrator.

## Duties, Responsibilities & Requirements

The basic function of this position is to, under the direction of the Greenhouse and Nursery Manager and the Nursery Crew Leader perform duties at the Municipal Nursery related to the production of trees, shrubs, and flowers for use on city-owned properties. This work includes weekend and holiday shifts. The specific duties and responsibilities are as follows:

35% Flower Production – propagation of bedding plants; fertilizing; pest control; watering; monitoring and controlling temperatures in greenhouses; and preparing bedding plants for shipping to boulevard districts.

30% Tree Production – pruning; staking; fertilizing; watering nursery trees; harvesting balled, burlapped and bare root trees; planting nursery liners; and chemical and mechanical weed control.

30% General Duties – clearing fields of stumps and rocks; mowing grass; cutting down brush; applying pesticides; maintaining nursery roads, waterways and windbreaks; operating power equipment such as mowers, sprayers, chainsaws, tree spades, and brush cutters; driving City vehicles; cleaning greenhouses, work areas, vehicles, garages, and tools; and minor repairs of tools and equipment.

5% Other Duties as Assigned

Requirements include twenty credits from a degreed program in Horticulture or a closely related field; or nine months of experience in related horticultural activities; or an equivalent combination of education and experience.

**Analysis and Recommendation**

Through the negotiation process the City and District Council 48, AFSCME, AFL-CIO agreed to study the classification of "Nursery Laborer" for a possible title change. Discussions were held with Union and Department representatives. It was felt that the term "Laborer" does not reflect the level of the job since the job requires some education, experience or an equivalent combination. The term "Specialist" appears more appropriate and is used in several City positions that require some education or experience such as Urban Forestry Specialist and Water Distribution Tapping Specialist.

We therefore recommend the title for these four positions of Nursery Laborer be changed to Nursery Specialist.

Prepared by: Sarah Trotter
Sarah Trotter, Human Resources Representative

Reviewed by: Andrea Knickerbocker
Andrea Knickerbocker, Human Resources Manager

Reviewed by: M. Monteagudo
Maria Monteagudo, Employee Relations Director

DER-VERS (9/97)
CC-170(REV.6/86)

# CITY OF MILWAUKEE FISCAL NOTE

**A) Date:** 12/14/09

**File Number:** 091106

Orig Fiscal Note ☒ Substitute ☐

**Subject:** *Classification and pay recommendations approved by the City Service Commission on December 1, and December 15, 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)
- ☐ Capital Projects Fund (CPF)
- ☐ Perm. Improvement Funds (PIF)
- ☐ Other (Specify)
- ☐ Contingent Fund (CF)
- ☐ Special Purpose Accounts (SPA)
- ☐ Grant & Aid Accounts (G & AA)

| E) Purpose | Specify Type/Use | Account | Expenditure | Revenue | Savings |
|---|---|---|---|---|---|
| Salaries/Wages: | Classification and pay recommendations for new or changed positions in the 2010 budget in the ERS, Unified Call Center, DNS, Fire & Police Commission-Office of Homeland Security, DCD, DOA-IRD and DPW-Operations Division. *(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**.

| | | |
|---|---|---|
| ☐ 1-3 Years | ☐ 3-5 Years | |
| ☐ 1-3 Years | ☐ 3-5 Years | |
| ☐ 1-3 Years | ☐ 3-5 Years | |

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

H) Computations used in arriving at fiscal estimate:

*(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 December 16, 2009
City Service Commission Meeting of December 1, 2009

**NEW COST FOR 2009**

| No. Pos. | Dept | From | PR/SG | To | PR/SG | Present Annual | New Annual | New Cost | Rollup | Total Rollup+ Sal |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Health | New Position | NA | Health Project Coord-Childhood Wellness | 4 | N/A | N/A | N/A Grant Funded Position | | |
| 1 | | | | | | | | $0 | $0 | $0 |

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 | Rollup | Total Rollup+ Sal |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Health | New Position | NA | Health Project Coord-Childhood Wellness | 4 | N/A | N/A | N/A Grant Funded Position | | |
| 1 | | | | | | | | $0 | $0 | $0 |

Sarah Trotter

December 14, 2009

**Department of Employee Relations**
**Fiscal Note Spreadsheet**

Finance & Personnel Committee Meeting of December 16, 2009
City Service Commission Meeting of December 15, 2009

**NEW COST FOR 2010**

| No. Pos. | Dept | From | PR/SG | To | PR/SG | Present Annual | New Annual | New Cost | Rollup | Total Rollup+ Sal |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Employe's Ret System | New Position* | NA | Records Technician II | 410 | N/A | N/A | N/A Included in 2010 Budget | | |
| 1 | Unified Call Center | New Position* | NA | Call Center Director | 12 | N/A | N/A | N/A Included in 2010 Budget | | |
| 1 | Neighborhood Services | Public Info Coordinator | 5 | Certification & Communications Coord | 5 | N/A | N/A | N/A Title Change Only | | |
| 1 | Fire & Police Comm | New Position* | NA | Grant Monitor-Homeland Security | 6 | N/A | N/A | N/A Grant Funded Position | | |
| 1 | City Development | New Position* | NA | Communications & Outreach Mgr | 9 | N/A | N/A | N/A Included in 2010 Budget | | |
| 1 | Common Council/City Clerk | New Position* | NA | Fiscal Planning Specialist | 8 | N/A | N/A | N/A Included in 2010 Budget | | |
| 1 | Port of Milwaukee | New Position* | NA | Graduate Intern | 930 | N/A | N/A | N/A Included in 2010 Budget | | |
| 1 | Neighborhood Services | New Position* | NA | Office Assistant III | 425 | N/A | N/A | N/A Included in 2010 Budget | | |
| 8 | Neighborhood Services | New Position* | NA | Code Enforcement Inspector II | 541 | N/A | N/A | N/A Included in 2010 Budget | | |
| 4 | DPW-Operations | Nursery Laborer | 238 | Nursery Specialist | 238 | N/A | N/A | N/A Title Change Only | | |
| 1 | DOA-Intergovernmental Rel | Admin Specialist | 2 | Administrative Services Coordinator | 555 | $54,455 | $54,958 | $464 | $95 | $559 |
| 21 | | | | | | | | $464 | $95 | $559 |

Assume changes are effective Pay Period 3 (January 25, 2010)
*Assume new positions 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 | Rollup | Total Rollup+ Sal |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Employe's Ret System | New Position* | NA | Records Technician II | 410 | N/A | N/A | N/A Included in 2010 Budget | | |
| 1 | Unified Call Center | New Position* | NA | Call Center Director | 12 | N/A | N/A | N/A Included in 2010 Budget | | |
| 1 | Neighborhood Services | Public Info Coordinator | 5 | Certification & Communications Coord | 5 | N/A | N/A | N/A Title Change Only | | |
| 1 | Fire & Police Comm | New Position* | NA | Grant Monitor-Homeland Security | 6 | N/A | N/A | N/A Grant Funded Position | | |
| 1 | City Development | New Position* | NA | Communications & Outreach Mgr | 9 | N/A | N/A | N/A Included in 2010 Budget | | |
| 1 | Common Council/City Clerk | New Position* | NA | Fiscal Planning Specialist | 8 | N/A | N/A | N/A Included in 2010 Budget | | |
| 1 | Port of Milwaukee | New Position* | NA | Graduate Intern | 930 | N/A | N/A | N/A Included in 2010 Budget | | |
| 1 | Neighborhood Services | New Position* | NA | Office Assistant III | 425 | N/A | N/A | N/A Included in 2010 Budget | | |
| 8 | Neighborhood Services | New Position* | NA | Code Enforcement Inspector II | 541 | N/A | N/A | N/A Included in 2010 Budget | | |
| 4 | DPW-Operations | Nursery Laborer | 238 | Nursery Specialist | 238 | N/A | N/A | N/A Title Change Only | | |
| 1 | DOA-Intergovernmental Rel | Administrative Specialist | 2 | Administrative Services Coordinator | 555 | $54,455 | $54,958 | $503 | $103 | $606 |
| 21 | | | | | | | | $503 | $103 | $606 |

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

Sarah Trotter

December 14, 2009

**NOTICES SENT TO FOR FILE NUMBER: 091106**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Maria Monteagudo | Dept. of Employee Relations | 12/9/09 | | |
| Andrea Knickerbocker | Dept. of Employee Relations | 12/9/09 | | |
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# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 090986 **Version:** 0 | | |
| **Type:** | Communication | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | Communication from the Department of Employee Relations regarding salary and benefit changes for management City Employees. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | MANAGEMENT EMPLOYEES, MANAGEMENT PAY PLAN, POSITIONS ORDINANCE, SALARY ORDINANCE | | |
| **Attachments:** | Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/9/2009 | 0 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |



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## Number
090986
## Version
ORIGINAL
## Reference

## Sponsor
THE CHAIR
## Title

Communication from the Department of Employee Relations regarding salary and benefit changes for management City Employees.

## Requestor

## Drafter
CC-CC
DKF
11/19/09



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DER-VERS (9/97)
CC-170(REV.6/86)

# CITY OF MILWAUKEE FISCAL NOTE

**A) Date:** December 15, 2009

**File Number:** 090986 .
Orig Fiscal Note X☐ Substitute ☐

**Subject:** Resolution approving wage and benefit changes for management 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.
X☐ Not applicable / no fiscal impact.

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

| E) Purpose | Specify Type/Use | Account | Expenditure | Revenue | Savings |
|---|---|---|---|---|---|
| Salaries/Wages: | | | | | |
| Pensions: | | | | | |
| Health Ins: | | | | | |
| Life Ins: | | | | | |
| Equip Repair: | | | | | |
| Other: Auto | | | | | |
| | | | | | |
| **Totals** | | | -0- | | -0- |

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

| | | |
|---|---|---|
| ☐ 1-3 Years | ☐ 3-5 Years | |
| ☐ 1-3 Years | ☐ 3-5 Years | |
| ☐ 1-3 Years | ☐ 3-5 Years | |

G) List any anticipated future costs this project will require for completion:
An estimated savings of $800,000 recur during 2010 and 2011 due to the elimination of pay step advancement. This savings has already been reflected in the budget.

H) Computations used in arriving at fiscal estimate:

Current staffing and prior experience

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

City of Milwaukee

Department of Employee Relations

**Tom Barrett**
Mayor

**Maria Monteagudo**
Director

**Michael Brady**
Employee Benefits Director

**Troy M. Hamblin**
Labor Negotiator

December 10, 2009

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

Dear Committee Members: Re: Common Council File Number 090986

---

- Analysis -

This report recommends changes to the Salary Ordinance to freeze annual salary increments for Management Pay Plan employees for the years 2010-2011, and to eliminate language regarding Exceptional Achievement Awards. This report also provides salary ordinance language that freezes pay for the Mayor, Aldermen and Council President in 2010, as was approved under File #090592 on November 6, 2009, and recommends a provision that Management Pay Plan employees use Direct Deposit of Checks.

---

This report recommends approval of the following changes for Management Pay Plan employees.

1. Base Salary:

   a. Effective Pay Period 1, 2010 through Pay Period 26, 2011 Management Pay Plan employees shall not be eligible for an annual salary increment.

   b. Effective Pay Period 1, 2010 there will be no Exceptional Achievement Awards

2. Direct Deposit of Checks:

   By Pay Period 5 (February 21, 2010) all Management Pay Plan employees who

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

We recommend approval of these changes.

Sincerely,

Maria Monteagudo
Employee Relations Director

Attachment: Fiscal Note
Salary Ordinance Changes

Salary Ordinance Changes for File #090986

In the 2010 Salary Ordinance, under Salary Grade 010, delete footnote 1/ and replace with the following:

1/ At the commencement of the 2008 term of office, Pay Period 10, 2008, the salary for members of the Common Council (Aldermen) will increase by 2.4% ($2,816.24 biweekly; $73,222.24 annually). Effective Pay Period 10, 2009, the salary for Aldermen will remain at the 2008 rate (Per 2009 Budget Amendment #60). Effective Pay Period 10, 2010, the salary for Aldermen will remain at the 2008 rate (Per File #090592). Effective Pay Period 10, 2011, the salary for Aldermen will increase by 2.5% ($2,886.65 biweekly; $75,052.90 annually). The foregoing percentage increases are authorized and provided for in s. 350-100 of the Milwaukee code of ordinances.

At the commencement of the 2008 term of office, Pay Period 10, 2008, the salary of the Common Council President will increase by 2.4% ($3,182.66 biweekly; $82,749.16 annually). Effective Pay Period 10, 2009, the salary for the Common Council President will remain at the 2008 rate (Per 2009 Budget Amendment #60). Effective Pay Period 10, 2010, the salary for the Common Council President will remain at the 2008 rate (Per File #090592). Effective Pay Period 10, 2011, the salary for the Common Council President will increase by 2.5% ($3,262.23 biweekly; $84,817.98 annually). The foregoing percentage increases are authorized and provided for in s. 350-100 of the Milwaukee code of ordinances.

Under Salary Grade 020, delete footnote 1/ and replace with the following:

1/ At the commencement of the 2008 term of office, Pay Period 10, 2008, the Mayor's salary will increase by 2.4% ($5,666.76 biweekly; $147,335.76 annually). Effective pay period 10, 2009, the Mayor's salary will remain at the 2008 rate of pay. Effective Pay Period 10, 2010, the Mayor's salary will remain at the 2008 rate of pay. Effective Pay Period 10, 2011, the Mayor's salary will increase by 2.5% (*$5,808.43* biweekly; *$151,019.18* annually). The foregoing percentage increases are authorized and provided for in s. 350-100 of the Milwaukee code of ordinances.

Under Part II, Sec. 12. Management Pay Plan, delete e. (2) and replace with the following:

(2) Increases Within Salary Grade: For Pay Period 1, 2010 through pay Period 26, 2011, Management Pay Plan Employees shall not be eligible for an annual salary increment. Salary advancement for elected officials is described below in subsections (7) and (8).

Delete e. (3) in its entirety and renumber the remaining sections.

Delete e. (5) and replace with the following:

(5) Seasonal Managers: City employees who are appointed to management positions on a seasonal basis, and who revert to non-management classifications during the remainder of the year, shall be eligible for a full salary adjustment during the pay period in which they achieve a cumulative twenty six (26) pay periods of service in management except that time served from Pay Period 1, 2010 through Pay Period 26, 2011 shall not be included in the cumulative total. Such annual salary increments will be provided under the same conditions as for others in the Management Pay Plan.

Delete e. (6) and replace with the following:

(6) Department Heads: Otherwise eligible heads of departments shall be entitled to receive a

performance review and salary adjustment under the same conditions as established for general City managers. Evaluations of department heads shall be made by their appointment authority. For those department heads who serve under boards and commissions appointed by the Mayor, this recommended performance evaluation and salary adjustment shall be forwarded to the Mayor, who shall have final determination in assessing each department head's job performance during the preceding rating period, and approving the salary increment except that effective Pay Period 1, 2010 through Pay Period 26, 2011 Management Pay Plan Employees, other than elected officials, shall not be eligible for a salary increment.

Delete g. and replace with the following:

g. Demotions: Demotions of management employees are under the authority of and administered by the Department of Employee Relations. In instances where a management employee disagrees with the salary determination associated with a demotion, he or she may appeal to the Employee Relations Director. Managers, who are demoted for any of the reasons stated below, will retain their last salary anniversary date for pay progression purposes.

Whenever a manager's salary is decreased by a percentage due to a demotion, the percentage will be 3%, 5% or 7% depending on whether the position is in the professional, management, or leadership category. The placement of the manager's salary in the new salary grade after the demotion will be determined as follows:

| Type of Demotion | Reason for Demotion | Determination of Rate of Pay after Demotion |
|---|---|---|
| **Involuntary demotion (disciplinary action issued by hiring authority)** | Ineffective job performance *(Includes Expiration of Exempt Appointment-Discharge)** | A decrease in pay of 3% (professional), 5% (management) or 7% (leadership); or the maximum of the new salary grade, whichever is lower. |
| | Misconduct *(Includes Expiration of Exempt Appointment-Discharge)** | Same percentage above the minimum of the lower salary grade as was the current rate of *pay* above the minimum of the higher salary *grade.* |
| **Involuntary Demotion (due to factors outside the control of the manager)** | Reclassification, reassignment, reduction in work force, or anticipation of such reduction. *(Includes Expiration of Exempt Appointment-Separation)*** | Same rate of pay or the maximum of the new salary grade, whichever is lower. |
| **Voluntary Demotion** | Career Change *(Includes Expiration of Exempt Appointment-Resignation)**** | A decrease in pay of 3% (professional), 5% (management) or 7% (leadership); or the maximum of the new salary grade, whichever is lower. |

* *Expiration of Exempt Appointment-Discharge-* involuntary expiration of exempt appointment by the hiring authority for disciplinary reasons including unsatisfactory performance or misconduct.

***Expiration of Exempt Appointment-Separation-* involuntary expiration of exempt appointment for

reasons related to reclassification, reassignments, reductions in workforce or the anticipation of such reduction.

****Expiration of Exempt Appointment-Resignation* – voluntary resignation by exempt employee due to career change.

Delete j. and replace with the following:

j. Salary Adjustment Appeals: Managers may appeal the delay or denial of a salary increment to the City Service Commission except that, effective Pay Period 1, 2010 through Pay Period 26, 2011, Management Pay Plan Employees, other than elected officials, shall not be eligible for a salary increment. The Department of Employee Relations shall establish a procedure for conducting this dispute resolution and appeal process.

**NOTICES SENT TO FOR FILE NUMBER: 090986**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Maria Monteagudo | Director, Dept. of Employee Relations | 12/9/09 | | |
| Andrea Knickerbocker | Dept. of Employee Relations | 12/9/09 | | |
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# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 090965 **Version:** 1 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |

**Title:** Substitute resolution to ratify and confirm the Memorandum of Understanding between the City of Milwaukee and District Council 48, AFSCME, AFL-CIO, relative to the settlement of a grievance.

**Sponsors:** THE CHAIR

**Indexes:** LABOR CONTRACTS

**Attachments:** Cover Letter, Fiscal note, Grievance Settlement Agreement, Hearing Notice List

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/9/2009 | 0 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |
| 12/10/2009 | 1 | CITY CLERK | DRAFT SUBMITTED | | |



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Number
090965
Version
Substitute 1
Reference
Sponsor
THE CHAIR
Title
Substitute resolution to ratify and confirm the Memorandum of Understanding between the City of Milwaukee and District Council 48, AFSCME, AFL-CIO, relative to the settlement of a grievance.
Analysis
This resolution approves settlement terms between the City of Milwaukee and District Council 48, AFSCME, AFL-CIO, relative the settlement of a grievance involving overtime assignments and unpaid union dues.
Body
Whereas, the City negotiating team and District Council 48, AFSCME, AFL-CIO, reached a settlement on the grievance prior to grievance arbitration hearing; and

Whereas, this memorandum of understanding constitutes the full and complete settlement of the grievance which is set forth in the memorandum of understanding and copies of this memorandum are attached to this file 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 Memorandum of Understanding between the City negotiating team City and District Council 48, AFSCME, AFL-CIO, the terms of which are set forth in a document annexed to this file, be approved; and, be it

Further Resolved, That the proper City officers be and hereby are authorized and directed to take the necessary action to implement the terms of this memorandum of understanding; and, be it

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

Requestor
Department of Employee Relations
Drafter
NMF
OT-UDres
Labr\DC48\2009 correspondence



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City of Milwaukee

Department of Employee Relations

**Tom Barrett**
Mayor

**Maria Monteagudo**
Director

**Michael Brady**
Employee Benefits Director

**Troy M. Hamblin**
Labor Negotiator

November 11, 2009

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

Dear Mr. Owczarski:

Please open a file relating to the grievance settlement for grievance #079-2009 between the City of Milwaukee and District Council 48, AFSCME, AFL-CIO, relating to overtime assignments and unpaid union dues.

Sincerely,

Troy M. Hamblin
Labor Negotiator

NMF
Open cc file-079GS
labr\DC48\2009 Correspondence

DER-VERS (9/97)

# CITY OF MILWAUKEE FISCAL NOTE

CC-170(REV.6/86)

**A) Date:** 12-7-09

**File Number:** 090965

Original Fiscal Note x Substitute

**Subject:** Resolution to ratify and confirm the Memorandum of Understanding between the City of Milwaukee and Milwaukee District Council 48, AFSCME, AFL-CIO, relative to the settlement of a certain grievance.

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

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

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

| E) Purpose | Specify Type/Use | Account | Expenditure | Revenue | Savings |
|---|---|---|---|---|---|
| Salaries/Wages: | | | $10,000 | | |
| Pensions: | | | | | |
| Health Ins: | | | | | |
| Life Ins: | | | | | |
| Equip Repair: | | | | | |
| Other: Union Dues | | | $500 | | |
| | | | | | |
| **Totals** | | | $10,500 | | |

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**.

| | | |
|---|---|---|
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 3-5 Years | |

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

H) Computations used in arriving at fiscal estimate:

This is a one time cost based on the settlement of a grievance.

Please list any comments on reverse side and check here Γ

Grievance Settlement between the City of Milwaukee and
Milwaukee District Council 48, AFSCME (Lo. 33 and 423)
On Grievance #079-2009 Class Action, Overtime Hours

The City of Milwaukee and Milwaukee District Council 48, AFSCME, AFL-CIO agree to the following as a full and complete settlement of the above cited grievance:

1. The City agrees to a one time lump sum payment to Local 33 of $10,000 as compensation to employees holding the title of Vehicle Services Technician – Heavy for overtime opportunities that may have been missed from 2006-2009.

2. The City agrees to a one time lump sum payment to Local 423 of $500 for union dues which were lost due to an employee assignment error.

3. Milwaukee District Council 48, AFSCME (Local 33 and 423) will withdraw the grievance 079-2009 from arbitration.

4. The City agrees to pay the grievance arbitration cancelation fee of $50.

5. This settlement is non-precedent setting.

6. Dated: 11/12/09

| UNION REPRESENTATIVES | CITY REPRESENTATIVES |
|---|---|
| | |
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**NOTICES SENT TO FOR FILE NUMBER: 090965**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Maria Monteagudo | Dept. of Employee Relations | 12/9/09 | | |
| Troy Hamblin | Labor Negotiator | 12/9/09 | | |
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# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 070009 **Version:** 1 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 4/17/2007 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |

**Title:** Resolution to ratify and confirm the final agreements between the City of Milwaukee and SEIU Healthcare District 1199 Wisconsin/Staff Nurses' Council.

**Sponsors:** THE CHAIR

**Indexes:** AGREEMENTS, LABOR CONTRACTS

**Attachments:** Dept. of Employee Relations introduction Cover Letter.pdf, Dept. of Employee Relations cover letter, Summary of Wage and Fringe benefits for 2007- 2009, Fiscal Note 2007-2009, Agreement 2007-2009, Summary of Wage and Fringe benefits for 2010-2011, Fiscal Note 2010-2011, Agreement 2010-2011, Letters between City Labor Negotiator and SEIU District 1199, Signed MOU, 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 | | |
| 12/8/2009 | 1 | CITY CLERK | DRAFT SUBMITTED | | |
| 12/9/2009 | 0 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |



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**Number**
070009
**Version**
SUBSTITUTE 1
**Reference**

**Sponsor**
THE CHAIR
**Title**
Resolution to ratify and confirm the final agreements between the City of Milwaukee and SEIU Healthcare District 1199 Wisconsin/Staff Nurses' Council.
**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 SEIU Healthcare District 1199 Wisconsin/Staff Nurses' Council 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 SEIU Healthcare District 1199 Wisconsin/Staff Nurses' Council, 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. 070009 and incorporated herein as though fully set forth at length, were executed subject to ratification by the Common Council; now, therefore, be it

Whereas, The union membership has ratified the memoranda of understanding and a copy of a letter to that effect is attached to Common Council File No. 070009 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 SEIU Healthcare District 1199 Wisconsin/Staff Nurses' Council 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 SEIU Healthcare District 1199 Wisconsin/Staff Nurses' Council 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



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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:
070009 res
labr/STFNURSE/2007-2009/07-09,10-11 Implementation



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City of Milwaukee

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

Office of the Comptroller

December 14, 2009

Ref: Pay Admin

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

Dear Committee Members:

Re: Common Council File No. 070009

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 SEIU Healthcare District 1199 WI / Staff Nurses Council 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:

| | Year 1 | Year 2 | Year 3 |
|---|---|---|---|
| Salaries – Base pay | $ 62,640 | $ 110,700 | $ 175,860 |
| Salary Rollups – Workers' Comp, Unemploy. Comp, Terminal Leave, Overtime, and Group Life | 4,360 | 7,705 | 12,240 |
| Pension & FICA | 8,237 | 14,557 | 23,126 |
| Health Ins. Contribution | - - - | - - - | (4,080) |
| Wellness Cost | - - - | - - - | - - - |
| Pension Changes and Sunset for Military | 3,161 | 3,209 | 3,272 |
| Auto Allowance | - - - | - - - | - - - |
| Health Plan Co-Pays | - - - | - - - | (3,688) |
| **Total Contract Costs:** | **$ 78,398** | **$ 136,171** | **$ 206,730** |

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

| | Year 1 | Year 2 |
|---|---|---|
| Salaries – Base pay | $ - - - | $ - - - |
| Salary Rollups – Workers' Comp, Unemploy. Comp, Terminal Leave, Overtime, and Group Life | - - - | - - - |
| Pension & FICA | - - - | - - - |
| Early Retirement | 73,000 | - - - |
| Wellness Program | 16,380 | - - - |
| Employee Pension Contributions | (18,275) | (36,550) |
| **Total Contract Costs:** | **$ 71,105** | **$ (36,550)** |

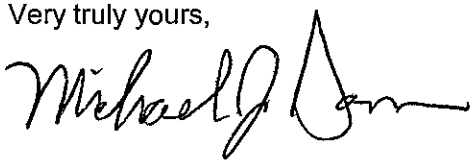
Room 404, City Hall, 200 East Wells Street, Milwaukee, Wisconsin 53202 - 3566 Phone: (414) 286-3321, Fax: (414) 286-3281

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 22, 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 nurses 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 18 nurses. Using a three year average for hires, the savings for the pension contributions are significant enough to report.

Due to the timing of this contract's settlement, the Wellness Program expenditures could not reasonably be borne in 2009, instead my office found it prudent to place these expenditures in 2010.

Very truly yours,



W. MARTIN MORICS
Comptroller

WMM:JB
UN22 Staff Nurses 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 Fighers' 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

MEMORANDUM OF UNDERSTANDING
Between
SERVICES EMPLOYEES INTERNATIONAL UNION DISTRICT 1199 W/UP
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 Service Employees International Union District 1199 W/UP (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 Service Employees International Union District 1199 W/UP, 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 Dec 11, 2009.

| Representatives of the Service Employees International Union District 1199 W/UP | City of Milwaukee Negotiating Team |
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| | |
| Judy Morsheim | Nicole M Fleck |
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MEMORANDUM OF UNDERSTANDING
Between
SERVICE EMPLOYEES INTERNATIONAL UNION DISTRICT 1199 W/UP
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 Service Employees International Union District 1199 W/UP (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 Service Employees International Union District 1199 W/UP, 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 Dec 11, 2009.

| Representatives of the Service Employees International Union District 1199 W/UP | City of Milwaukee Negotiating Team |
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December 10, 2009

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

Dear Committee Members:

Re: Common Council File #070009

Agreements on Memoranda of Understandings have been reached between the City Negotiating Team and SEIU Healthcare District 1199 Wisconsin/Staff Nurses' Council. 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-SEIU_07-11_10-26-09
labr/STFNURSE/07-09, 10-11 Implementation

**Summary of Wage and Fringe Benefit Modifications in the Tentative Agreement Between the City of Milwaukee and SEIU Healthcare District 1199 W/Staff Nurses' Council Three-year Agreement CC# 070009**

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. In 2008 an additional $6.92 will be added to the biweekly pay rate for each step in a pay range, after ATB, for the classifications of Public Health Nurse and Nurse Practitioner per the February 12, 2008 MOU.

    g. 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.

    h. Delete the title and pay range of the Public Health Nurse Intern.

3. Health Insurance, Article 23:

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

determined by the HRA), the monthly contribution shall be $75 per month for single coverage and $150 per month for family coverage.

b. HMO: Effective upon the execution date of this Agreement, eliminate requirement to offer an HMO. City may offer an Exclusive Provider Organization with a South Eastern Wisconsin network and no coverage outside of network. Effective the first full calendar month following the execution date of this Agreement, implement an office visit co-payment of $10 (waived for preventive care and disease management visits) and an emergency room co-payment increase to $50 (from $25). ER co-pay will be waived if the insured is admitted directly to the hospital. Implement a 3-tier drug card with co-payments of $5/$17/$25. Legend drug co-payment shall be $5. A 90-day mail order supply shall be available for a 60-day co-payment. **Effective October 1, 2009:** implement a monthly employee contribution of $20 single/$40 family. Employees selecting a higher cost plan (if applicable) pay $20/$40 plus the difference between lowest cost plan and the plan selected. Effective the first full calendar month following implementation of a Health Risk Assessment (HRA) including basic biometrics and a blood draw, but not sooner than December 1, 2009, increase the monthly employee contribution to $30 single/$60 family. The monthly employee contribution shall increase $20 per month for each adult (maximum of two, not including dependent children) who does not participate fully in the HRA. For employees with single coverage and for employees and their spouse (if applicable) with family coverage who fully participate in the HRA and who do not smoke (as determined by the HRA), the monthly contribution shall remain at or be reduced to $20 single/$40 family.

c. 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 SEIU 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 23.3.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 23.5 of this Agreement

4. Pension Benefits, Article 22:

   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. Automobile Allowance, Article 26:

   Delete the current Automobile Allowance language in Article 26.1 in its entirety and substitute the following:

   a. Effective the first 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)

6. Uniform Allowance, Article 27:

   Delete current Article 27, Uniform Allowance in its entirety and replace with Voluntary Political Check-Off.

   a. Effective the next pay period following the execution date of the Agreement, the City shall, during each pay period during the term of this Agreement, deduct from the biweekly earnings of employees in the bargaining unit, the employees' voluntary political contribution, and submit said deduction to the Union on a biweekly basis. The political check form shall be as provided by the Union and in compliance with Federal Election Commission requirements.

7. Premium Pay for Certain Job Assignments, Article 34:

   In subsection 34.1.a delete the title of Staff Development Unit and Health Information Coordinator and add the title of PHN Coordinator-Adolescent Community Health Program (ACHP).

8. Sick Leave, Article 15:

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

9. Union Rights and Obligations, Article 6:

   Add a #6 – Union Conventions/Conference Attendance

   a. Effective the next pay period following the execution date of this Agreement, up to six (6) bargaining unit officials shall be granted up to three (3) unpaid days, per calendar year, to attend union conventions, education classes, or conferences. No more than two (2) bargaining unit officials may be off at any given time for attendance to such events. A bargaining unit official may elect to take earned and unused vacation time or compensatory time off in lieu of unpaid time off. The Union shall notify, in writing, the Health Personnel Officer of the dates of the union conventions, education classes, or conferences and the names of the bargaining unit officials designated to attend at least thirty (30) calendar days in advance of such event.

10. Miscellaneous, Article 42:

    Add #4 – Labor Management Committee
    During the term of the 2007-2009 Agreement there shall be a Labor Management Committee.

11. Layoffs:

    The City agrees that there will be no layoffs of SEIU employees from October 20, 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.

12. 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.

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

NMF/LK
LABR/STFNURSES/07-09, 10-11 Implementation

DER-VERS (9/97)

# CITY OF MILWAUKEE FISCAL NOTE

CC-170(REV.6/86)

**A) Date:** 12-10-09

**File Number:** 070009

Original Fiscal Note ■ Substitute Γ

**Subject:** Resolution to ratify and confirm the 2007-2009 final Agreement between the City of Milwaukee and SEIU Healthcare District 1199 Wisconsin/Staff Nurses' Council.

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

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

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

| E) Purpose | Specify Type/Use | Account | Expenditure | Revenue | Savings |
|---|---|---|---|---|---|
| Salaries/Wages: | | | 356,967 | | |
| Pensions: | | | 57,635 | | |
| Health Ins: | | | | | 7,773 |
| Life Ins: | | | 985 | | |
| Equip Repair: | | | | | |
| Other: | | | | | |
| | | | | | |
| **Totals** | | | 415,587 | | 7,773 |

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**.

| | | |
|---|---|---|
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 3-5 Years | |

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

Costs of $346,435 and savings of $31,808 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 Γ

AGREEMENT
Between
CITY OF MILWAUKEE
and
SEIU HEALTHCARE DISTRICT 1199 WISCONSIN/STAFF NURSES' COUNCIL

## PREAMBLE

This Agreement is made at Milwaukee, Wisconsin, pursuant to the provisions of Section 111.70, Wisconsin Statutes, by the CITY OF MILWAUKEE, as a municipal employer, hereinafter referred to as the "City," and the SEIU HEALTHCARE DISTRICT 1199 WISCONSIN/STAFF NURSES' COUNCIL, as representative of the certified bargaining unit who are employed by the City of Milwaukee and hereinafter referred to as "Union."

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

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

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

## ARTICLE 1

## *DURATION*

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. Not earlier than June 15, 2009, nor later than July 1, 2009, the Union shall give the City written notice in accordance with NOTICES Article of this Agreement, indicating areas in a succeeding labor agreement in which changes are requested; conferences and negotiations shall be carried on by the parties beginning 30 calendar days following the date such notice is provided.
3. In the event the City/Union Agreement is not executed as of July 1, 2009, in lieu of section 2 above, the Union shall, within 30 days of the execution date of this Agreement, 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 beginning thirty (30) calendar days following the date such notice is provided.
4. Except as otherwise stated herein, all terms of this Agreement are effective January 1, 2007.

## ARTICLE 2

## *RECOGNITION*

The City recognizes the Union as the exclusive collective bargaining agent for certain employees of the City, as certified by the Wisconsin Employment Relations Commission (WERC), with regard to wages, hours and conditions of employment.

## ARTICLE 3

## *MANAGEMENT RIGHTS*

l. The Union recognizes the prerogative of City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which City has not officially abridged, delegated, or modified by this Agreement are retained by City. The Union recognizes the exclusive right of the City to establish reasonable work rules.

2. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest.

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

4. The City reserves the right to discipline or discharge for cause. The City reserves the right to layoff for lack of work or funds, or the occurrence of conditions beyond the control of the City or where such continuation of work would be wasteful and unproductive. City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.

5. Contracting and subcontracting. The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or

subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members. The City agrees to a timely notification and discussion in advance of the implementation of any proposed contracting or subcontracting. The City further agrees that it will not lay off any employees, who have completed their probationary periods and have regular civil service status at the time of the execution of this Agreement because of the exercise of its contracting or subcontracting rights except in the event of an emergency, strike or work stoppage, or essential public need where it is uneconomical for City employees to perform said work, provided, however, that the economies will not be based upon the wage rates of the employees of the contractor or subcontractor, and provided it shall not be considered a layoff if the employee is transferred or given other duties at the same pay. The fact that employees are in, or may become in, a laid-off status shall not prevent the City from exercising its right to contract or subcontract work as long as the contracting or subcontracting does not cause the layoff or layoffs or cause the elimination of the job or jobs which the employee or employees performed.

6. The City will give the Union reasonable and timely notice prior to its final decision in cases wherein City departments are merged or separated and will afford the Union an opportunity to present its position with respect thereto.

## ARTICLE 4

## *GRIEVANCE PROCEDURE*

1. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions set forth below.
2. Step One. An employee who has a grievance shall first present the grievance orally to the employee's immediate supervisor, either alone or accompanied by a Union representative.
3. Step Two. If the grievance is not settled at the first step, it shall be reduced to writing and presented to the Division Manager or his/her designee within ten (10) working days of completion of Step One. Within ten (10) working days of his/her receipt of the written grievance initiation, the Division Head or his/her designee shall furnish the employee and the Union with a written answer to the grievance.

4. Step Three. If the Union grievance is not settled at the second step, the Union may appeal in writing within ten (10) working days of the receipt of the second step answer to the department head or his/her designee, who shall confer with the aggrieved and the Union and notify the aggrieved and the Union in writing within ten (10) working days from the date of such meeting .
5. When a grievance conference is held at the third (Department Head) step of the grievance procedure, a named employee who has filed a grievance and the Union official or representative whose presence for the purpose of giving testimony is required shall be given notice of at least 24 hours before a meeting is held unless the grievant and the Union waive the requirement of such notice.

6. If a Union grievance is not settled at the third step, or if any grievance filed by the City cannot be satisfactorily resolved by conference with appropriate representatives of the Union, either party may proceed to the next step as hereinafter provided. 7. Step Four . If the answer of the Department Head upon a matter which can be submitted to final and binding arbitration is unsatisfactory to the Union and the Union

advances the grievance to arbitration, it shall be reviewed at a meeting between the Labor Negotiator or designee and the Union designee held periodically for that purpose. The designated participants in such meeting shall be empowered to settle such grievance and no step in the arbitration process shall occur until such meeting has occurred or the parties by written agreement have waived such meeting.

8. All written grievance appeals shall set forth the provision of the Agreement under which the grievance was filed.

## ARTICLE 5

## *ARBITRATION PROCEDURE*

1. No item or issue may be the subject of arbitration unless such arbitration is requested in writing within 30 calendar days of the completion of Step Three of the grievance procedure.
2. Arbitration may be initiated by the Union serving upon the City a notice, in writing of its intent to proceed to arbitration. Said notice shall identify the provision upon which it relies, the grievance or grievances, the department and the employees involved.
3. Unless the parties, 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.
4. The following subjects shall not be submitted to arbitration:
    a. Provisions of the Agreement which relate to or in any manner affect the obligations of the City as expressed or intended by the provisions of Chapter 65, Wisconsin Statutes.
    b. The statutory or charter obligations which are by law delegated to the Common Council.
    c. The elimination or discontinuance of any job, except as provided in the contracting and subcontracting provision of this Agreement.
    d. Any pension matter.

e. Disputes or differences regarding classifications of positions, promotions of employees, and eliminations of positions.

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

5. No issue whatsoever shall be subject to arbitration unless such issue results from an action or occurrence which takes place following the execution of this Agreement. In the event that this Agreement is terminated or breached for any reason, rights to arbitration shall thereupon cease. This provision, however, shall not affect any arbitration proceedings which were properly commenced prior to the expiration or termination of this Agreement.
6. The Union shall have the right to submit all matters of discipline and discharge to arbitration in the same manner as for other arbitrable issues. If the employees elect 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, such employees will be said to have waived their right to arbitration.
7. The arbitrator selected shall hold a hearing expeditiously at a time and place convenient to the parties. The arbitrator shall take such evidence as in his/her judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. The arbitrator shall have initial authority to determine whether or not the dispute is arbitrable, under the express terms of this Agreement. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this

Article to determine the merits of the dispute submitted to arbitration.

8. No award of any arbitrator may be retroactive for a period greater than 90 working days prior to the formal request for arbitration as herein provided, nor shall it cover or include any period prior to the date of execution of this Agreement.
9. The arbitrator shall neither add to, detract from, nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.
10. The arbitrator shall expressly confine himself/herself to the precise issue submitted for arbitration; and shall not submit declarations of opinion which are not essential in reaching the determination of the questions submitted unless requested to do so by the parties. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator within 60 working days after the notice of appointment unless the parties to this Agreement shall extend the period in writing by mutual consent.
11. All expenses involved in the arbitration proceedings shall be borne equally by the parties. However, expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.

## ARTICLE 6

## *UNION RIGHTS AND OBLIGATIONS*

1. The Union recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consistent with the obligations to the employees it represents.
2. Union Business and Union Meetings

   No Union member or officer shall conduct any Union business on City time except as specified in this Agreement. No Union meeting shall be held on City time. Union orientation may be conducted on city time when mutually agreed to by the Department and Union.
3. 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 the following notices:

   (a) Recreational and social affairs of the Union.

   (b) Union meetings.

   (c) Union elections

   (d) Reports of Union committees

   (e) Rulings or policies of the International Union

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

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

4. Pay for Union Negotiators

The Union shall advise the City of the names of its negotiators. The names of the duly chosen representatives of the Union shall be submitted to the City Labor Negotiator sufficiently in advance of regularly scheduled meetings so as to permit notification of the appropriate City departments. One or more representatives from the Union shall be paid regular base salary up to a combined maximum of 150 work-hours for time spent in contract negotiations during regular working hours, except no payment will be made for negotiating time outside the representatives' normal workday and in no event will payment be made for time in excess of eight hours. Reasonable travel time from site of employment to site of meeting will be allowed.

5. Check Off of Union Dues

Employees may authorize the City to deduct Union dues from their paychecks by executing an authorization card and submitting it to a City-designated administrator.

The City will pay amounts deducted from the employee's earnings to the Union within ten (10) days after the pay day of which the deduction was made, together with a list of employees from whose pay the deduction was made.

The City will deduct from the biweekly earnings of all employees represented by the Union, who have not authorized dues deduction by dues deduction cards, a fair-share amount that is equal to that part of the monthly dues certified by the Union as the dues deduction uniformly required of all members of the Union and pay said amount to the

Union within ten (10) days after the pay day from which such deduction was made. Any changes in dues deduction or fair share shall be sent to the City two pay periods prior to the effective date of the change.

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 challenge to the language contained herein. The Union shall have no responsibility to reimburse the City for any court costs or legal fees the City incurs on its own behalf in the event that the City retains its own attorneys based upon its determination that its interests require representation independent of that provided to the City by the Union pursuant to the terms of this paragraph.

6. Union Conventions/Conference Attendance

Effective the next pay period following the execution date of the Agreement, up to six (6) bargaining unit officials shall be granted up to three (3) unpaid days, per calendar year, to attend union conventions, education classes, or conferences. No more than two (2) bargaining unit officials may be off at any given time for attendance to such events. A bargaining unit official may elect to take earned and unused vacation time or compensatory time off in lieu of unpaid time off. The Union shall notify, in writing, the Health Personnel Officer of the dates of the union conventions, education classes, or conferences and the names of the bargaining unit officials designated to attend at least thirty (30) calendar days in advance of such event.

## ARTICLE 7

## *PROHIBITION OF STRIKES AND LOCKOUTS*

1. Strikes

The Union shall neither cause nor counsel its members, or any of them, to strike, nor shall it in any manner cause them either directly or indirectly to commit any concerted acts of work stoppage, slowdown, or refusal to perform any customarily assigned duties for the municipal employer, namely, City. However, whether or not the Union is liable for such acts or actions, any employee who commits any of the acts prohibited in this section may be subject to the following penalties:

a. Discharge as provided for by law.

b. Other disciplinary action as may be applicable to such employee.

c. Loss of all compensation, vacation benefits and holiday pay as determined by the City.

Upon notification confirmed in writing by the City Labor Negotiator to the President of the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately in writing order such members to return to work immediately, provide the City Labor Negotiator with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike by the City shall not establish the nature of the strike. Such notification by the Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of the City. In the event that a wildcat strike occurs,

the Union agrees to take all reasonable, effective, and affirmative action to secure the member's return to work as promptly as possible. Failure of the Union to issue such orders and/or take such action shall be considered in determining whether or not the Union caused or authorized, directly or indirectly, the strike.

2. No Lockout

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

## ARTICLE 8

## *HOURS OF WORK*

1. The basic workday for an employee covered by this Agreement shall consist of eight hours out of the calendar day. As far as it is practicable, this workday shall conform with the established hours of business. This conformity shall not interfere with the special times schedules governing departments operating more than eight hours in each calendar day. This provision shall not allow involuntary split shifts of the employee's straight time hours. Nor shall this provision for an eight-hour day for City employees be construed as prohibiting the creation of part-time employment or the establishment of rotative, staggered or shortened work periods.
2. The service week of an employee covered by this Agreement shall be limited to five days' employment or duty per week, except in cases where such reduction would conflict with some legal requirements. So far as is practicable, the days on which employees and officials shall not be required to work shall be Sundays and Saturdays. Where the regular schedule of departmental operations requires work on these days, this work shall not be considered overtime work, and the employee shall be entitled to time off during such periods as the department head may designate.
3. Exceptions in straight-time scheduling rules, in applying the two paragraphs above, may be permitted where and as long as there is written agreement between the Department, the City Labor Negotiator and the Union.
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 herein.

## ARTICLE 9

## *BASE SALARY*

The biweekly base salary paid to an employee in classifications covered by this Agreement shall be as set forth in Appendix A attached. The rates in Appendix A effective Pay Period 1, 2007, shall reflect a 2% across the board increase over Pay Period 26, 2006 wage rates; the rates effective Pay Period 1, 2008, shall reflect a 1% across the board increase over Pay Period 26, 2007 wage rates; the rates effective Pay Period 14, 2008, shall reflect a 1% across the board increase over Pay Period 13, 2008 wage rates; the rates effective Pay Period 1, 2009 shall reflect a 1% across the board increase over Pay Period 26, 2008 wage rates; and the rates effective Pay Period 14, 2009 shall reflect a 1% across the board increase over Pay Period 13, 2009 wage rates. After the across the board increase has been applied in Pay Period 1, 2008, $6.92 shall be added to the biweekly pay rate of all the pay steps in the Public Health Nurse and Nurse Practitioner pay ranges as per the February 12, 2008 City/Union Memorandum of Understanding.

2. Recruitment of a Public Health Nurse shall be at the first, second, third or fourth pay step subject to applicable experience under criteria established by the City. Recruitment of a Public Health Nurse may be up to the second step based upon market conditions as determined by the City.

3. Special Attainment Pay (SAP).

a. A Public Health Nurse or Associate Public Health Nurse shall receive thirty ($30) dollars biweekly Special Attainment Pay provided he/she meets one or

more of the following three criteria listed below:

Criterion One: A nurse has a Master's Degree of Nursing approved by the Commission on Collegiate Nursing Education (CCNE) and has submitted the diploma verifying such degree to the Department Head designee.

Criterion Two: A nurse has an American Nurses' Association (ANA) certification in Community Health Nurse, Adult Nurse Practitioner, Family Nurse Practitioner, Pediatric Nurse Practitioner or Gerontological Nurse Practitioner; a National Certification Corporation (NCC) certification as a Women's Health Care Nurse Practitioner; an American Nurses Credentialing Center (ANCC) certification as a Psych/Mental Health Nurse or an AIDS Certified Registered Nurse (ACRN) certification by the HIV/AIDS Nursing Certification Board (HANCB), and has submitted the certificate to the Department Head Designee.

Criterion Three: A nurse has a Department of Public Instruction Certification and has submitted the certificate to the Department Head designee. For Nurses appointed prior to June 21, 1981 who do not have a BSN degree as of January 1, 1989, an ANA certification approved by the Department Head designee will be deemed to qualify under this criterion.

b. A nurse who does not maintain his/her certification under one of the criteria

listed above, shall not be eligible to continue to receive Special Attainment Pay unless he/she maintains eligibility by meeting another specified criterion above. A nurse who satisfies more than one criterion above shall not receive more than one Special Attainment pay of $30 biweekly.

c. The effective date of Special Attainment Pay for nurses who were not in the Special Attainment Step as of Pay Period 26, 1995 shall be as follows:

(1) If the date of the eligible certification or the date of the eligible Master's degree diploma of the Public Health Nurse is after the date the Public Health Nurse has attained the eligible pay step as defined in subsection 4.a., above, and if he/she has submitted such certification or diploma within 120 calendar days of the effective date of such certification or diploma, the Special Attainment Pay shall be effective the first Pay Period following the date of such certification or diploma. If such certificate is submitted more than 120 calendar days after the effective date of such certification or diploma, the Special Attainment Pay shall be effective the first Pay Period following the date such certificate was submitted.

(2) If the date of the Public Health Nurse's eligible certification or eligible Master's degree diploma is prior to the date the Public Health Nurse has attained the eligible pay step, as defined in subsection 4.a., above, Special Attainment Pay shall be effective the first Pay Period the eligible employee has attained the eligible pay step, as defined in subsection 4.a.,

above, provided he/she has submitted the certification. If the eligible employee had not submitted the certification by the date the employee has attained the eligible pay step, as defined in subsection 4.a., above, Special Attainment Pay shall be effective the first Pay Period following the date such certificate was submitted.

4. Except as otherwise provided above, employees shall move from the minimum step in the range to the maximum step in annual increments.

5. The Union consents to allow the biweekly pay checks of its members to vary by up to twenty-five cents ($0.25) above or below the biweekly base salary rates listed in the contract and the Salary Ordinance. It is understood that allowing this variance from the contract rates will result in payroll processing efficiencies in the event the City can limit or eliminate the need for so-called "Penny Difference Reports".

6. The City reserves the right to make changes in the salary ordinances to reflect classification increases recommended by the City Service Commission.

7. Retroactive wage payments. The parties to this collective bargaining agreement elect not to be bound by the required frequency of wage payment provisions of ə109.03, 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 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.

## ARTICLE 10

## *SHIFT, WEEKEND AND HOLIDAY DIFFERENTIAL*

1. An employee who works at least four (4) hours of his/her regularly scheduled eight-hour shift within the second or third shift as defined in subsection 1.a. or 1.b., below, shall be paid, in addition to his/her base salary, the following shift differential premium for all the hours worked during that shift:
   a. Second shift - 3:00 p.m. to 11:00 p.m. - $0.40 per hour.
   b. Third shift - 11:00 p.m. to 7:00 a.m. - $0.45 per hour.
2. An employee who is on paid vacation, holiday, '09' day, sick leave or funeral leave during a period in which his/her regular shift assignment is the second or the third shift shall receive any second or third shift premium pay that he/she would have received had he/she not been on such paid leave.
3. In addition to base salary and whatever second or third shift premium pay that may be earned under subsection 1.a. or 1.b., above, effective the first pay period following execution of this Agreement, an employee who works at least four (4) hours of his/her regularly scheduled eight-hour shift on Saturday or Sunday shall be paid the following weekend differential premium for all the hours worked during that shift:
   a. Saturday work - $0.50 per hour.
   b. Sunday work - $0.60 per hour.
4. An employee who works a holiday, as defined under the HOLIDAY Article of this Agreement, as part of his/her regular work schedule, shall receive a holiday differential of $0.55 per hour for all hours worked in that shift.

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 11

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

1. Overtime

   a. Employees shall normally be compensated at the rate of one and one-half hours (1-1/2) in compensatory time off or in cash for each hour of necessary overtime worked.

      (1) 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 (1-1/2) hours in compensatory time off or in cash.

      (2) For non-scheduled overtime hours which the employee is required to work on Sundays and on Holidays designated in this Agreement, the employee shall be compensated at the rate of one and three-quarters (1-3/4) times his regular rate in compensatory time off or 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.

   b. The definition of overtime and the administration of the provisions of this paragraph shall be in accordance with Section 350-2 through Section 350-4(2) and Section 350-18 of the Milwaukee Code of Ordinances.

2. Show-Up Pay

   a. All employees 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 before completing two hours of work, shall be credited with two 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 such employees who report to work for an emergency overtime assignment at the direction of competent authority and who are officially excused before completing three hours of work shall be credited with three hours' pay at time and one-half; such credit shall be given in cash or compensatory time off in accordance with provisions of the Overtime ordinance.

c. Provisions of this paragraph shall be administered in accordance with the Call-in Pay section of the general ordinance.

3. ON-CALL PAY

a. An employee who is on an authorized on-call assignment outside his or her regularly scheduled work day, weekend day or holiday shall be compensated at the rate of one (1) hour in either compensatory time off or in cash, at the employee's discretion, 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 provided that he or she is available to perform necessary follow-up resulting from assignments or calls. In addition, for any time actually spent on authorized assignments or calls, the employee will be compensated at time and one-half in either compensatory time off or in cash at the employee's discretion. For purposes of this paragraph, the employee's initial election as to compensation, either in time off or in cash, shall be subject to the Department's ultimate determination as to which form of compensation shall be provided in

light of the funding and staffing levels of the Department.

b. A cell phone shall be made available to each employee who is on an on-call assignment.

c. On-call assignments shall not exceed five (5) consecutive calendar days.

## ARTICLE 12

## *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 period for employees with less than 8 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 8 but less than 14 years of creditable service;
    c. Two (2) days per month with a maximum of 20 days per calendar year for employees with at least 14 but less than 23 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 23 years of creditable service.
2. Annual vacation time taken, except for separation from service as provided in 12.8, shall be limited to the maximums noted above.
3. An employee who receives "injury pay" or who takes military leave shall be allowed to accumulate vacation time at the rate prescribed for under 12.1 above.
4. Vacations shall be taken on a fiscal year basis rather than calendar year basis. For purposes of this Article, fiscal year shall be defined as Pay Periods 1-26 or 27 whichever is appropriate.
5. The City will schedule vacations in accordance with employee requests, consistent with departmental requirements. Conflicts in vacation selected each year by March 31 within each work unit shall be resolved by seniority provided, however, that employees who

are involuntarily transferred shall maintain their previously selected vacation. For infrequent occurrences, vacation may be scheduled in two through four-hour blocks of time. 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. For purposes of this section, the definition of seniority shall be the same definition as stated in the REDUCTIONS IN FORCE Article.

6. Except as noted below, a vacation not taken in the fiscal year following the employee's anniversary date of the fiscal year when it is earned is forfeited. An employee who works year-round may carry-over up to five days vacation entitlement into the following year. This vacation carry over shall be subject to scheduling procedures as determined by the department head. Vacation entitlement which is carried over shall be utilized within the first three (3) months of the year, unless a further extension is otherwise authorized by the department, at a time consistent with the requirements of department operations, taking into consideration the rights of employees who have scheduled vacation for the current year.

7. Eligibility for a vacation shall begin after the completion of twelve (12) months of actual service following appointment, but accumulations shall be retroactive to the time of appointment. 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.

8. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. Any employee who leaves the service of the City due to resignation, retirement, termination, discharge, layoff, or death will have the compensation for vacation time owed the City deducted from the final payroll. Any employee who leaves the service of the City due to resignation, retirement, layoff, or death, or who takes military leave, will be paid for earned vacation time that has accumulated. A discharged employee is not entitled to pay for accumulated vacation time.

9. The anniversary date for vacation eligibility will not change after an employee achieves regular Civil Service employment status. The freezing of the anniversary date for vacation eligibility purposes will neither diminish nor increase vacation days earned.

## ARTICLE 13

## *PERSONAL DAYS*

1. Employees on the payroll, those on leave of absence, or those who were working toward year-around employment as of January 1, 1969, and thereafter shall be entitled to two (2) work days off annually. Such off days shall be earned at the rate of 2/10 days for each month worked but the total time earned shall not exceed two days.
2. In lieu of a salary increase for calendar years 1983, 1984 and 1985, all employees shall earn additional personal days at the rate of 5/12 days for each month worked up to a maximum of five (5) additional personal days off annually.
3. Such off days may be scheduled and used in the same manner as vacation days with the approval of the department head.

## ARTICLE 14

## *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. The provisions of this paragraph shall not cover employees who receive extra pay in lieu of holidays.
6. The provisions of this paragraph shall not in any way abridge the City's right to

schedule employees to work on recognized holidays.

7. Employees required to work on recognized holidays eligible for overtime and holiday pay will be compensated at a rate of one and one-half hours in compensatory time off or in cash for each such hour worked.

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 15

## *SICK LEAVE*

1. Eligibility

    a. Eligibility for sick leave shall begin after the completion of six months of actual service following regular appointment, but accumulations shall be retroactive to the time of regular appointment.

    b. Whenever an employee eligible for sick leave allowance leaves the service of one employing unit of the city government and accepts, by certification of transfer, service in a position in another employing unit of city government, obligations for any accumulated sick leave allowance shall be assumed by the new employing unit. Separation from service by resignation or for cause shall cancel all unused accumulated sick leave allowances. 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 is rehired by any city department within one year. Sick leave shall automatically terminate on the date of retirement of the employee.

2. Permanent full-time employees shall earn sick leave with pay at the rate of one and one-quarter (1-1/4) working days for each month of active service or 4.6 working hours for each two (2) weeks of active service. Employees who work an average of twenty (20) hours per week on a year-around 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 (2) weeks of service.

3. 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. The maximum sick leave accrual for all employees is capped at 120 days.
4. The City shall maintain and verify the official sick leave records. With advance notice the City may require employees to provide acceptable medical substantiation from a physician or health care professional referred by or working under the delegated authority of a physician or dentist for each absence, regardless of duration, if it is informed that the employee is misusing sick leave. Under such circumstances the City shall not be responsible for the payment of any fee charged by the physician, except as otherwise provided in this Agreement.
5. When sick leave extends beyond three (3) consecutive work days acceptable medical substantiation from the employee's physician or health care professional working under the delegated authority of a physician or dentist certifying the nature and seriousness of the sickness or disability shall be furnished to the department head and to the City Service Commission.
6. The failure of the employee to comply with the above requirements shall permit the City to deny that employee the sick leave benefits provided herein for that instance of absence until such employee is in compliance with such requirement.
7. If an employee who has been paid sick leave effects a recovery from a third party for injuries which caused the necessity for such leave, the City shall have the right to recoup from the employee upon recovery of such funds a sum which represents the proportionate share which the sick leave benefit payment is of the total recovery

compared with the total claim demanded by the employee from the third party. The sick leave account shall be restored accordingly.

8. Should the federal or state or any local unit of government enact or interpret legislation to confer non-taxable status upon payments made to an employee under the terms of this article, the City shall pay to the employee 80% of the employee's gross salary without tax deductions, provided, however, that the employee shall receive all pension and other benefits as if he/she had received full salary.

9. TWO HOUR PROVISION. Employees are eligible, consistent with departmental requirements that may be established from time to time, to take time off for medical and dental appointments up to three (3) times annually without charging Sick Leave. Time granted may not exceed two (2) hours per instance. An employee must work six months before being eligible for this benefit. Employees who average less than thirty-seven (37) hours per week are eligible for a total of three (3) hours for this purpose, not to exceed one (1) hour per instance or three (3) instances per year.

10. Sick Leave Control Incentive Program

    a. The Sick Leave Control Incentive Program shall be in effect beginning Trimester 1, 2007 and ending Trimester 3, 2009. Nothing herein shall be construed as requiring the City to continue the program for time periods through Pay Period 26, 2009.

    b. The trimester periods for each calendar year are defined as follows:

       Trimester 1 - Pay Period 1-9

       Trimester 2 - Pay Period 10-18

Trimester 3 - Pay Period 19-26 or Pay Period 19-27, whichever is appropriate.

c. An employee shall be eligible for a trimester sick leave incentive benefit only if:

(1) During the full term of the trimester, the employee did not use any paid sick leave, did not receive injury pay (except in cases when the employee suffered a verifiable lost-time work-related injury and returned to work for the employee's next regularly scheduled work shift following the occurrence of the injury.), was not on an unpaid leave of absence, was not AWOL, was not tardy, was not suspended from duty for disciplinary reasons and did not take any unpaid time off the payroll; and

(2) During the full term of the trimester, the employee was in active service; and

(3) At the beginning of the trimester, the employee had an amount of earned and unused sick leave credit in his or her sick leave account of 15 days 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 or her sick leave account of 60 hours; and

(4) The employee was represented by the Union for at least 560 hours in the trimester period or in 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.

(5) During Trimesters 1 and 3 only, employees who work exclusively in

School Nursing Only assignments shall not be disqualified by reason of taking an authorized unpaid leave of absence during periods of MPS closure.

d. Except as provided in subsection 10.e., below, in a trimester period set forth in subsection a. and b., above, that an employee is eligible for a sick leave control incentive program (SLIP) benefit, the Department Head shall determine which one of the two types of SLIP benefits listed below the eligible employee shall receive (at the Department Head's discretion, the employee may make this determination in accordance with procedures established for that purpose by the Department head):

(1) A special sick leave incentive payment

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

(2) A special incentive leave

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

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

(1) A special sick leave incentive payment

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

(2) A special incentive leave

An employee receiving a special incentive leave, shall earn one four-hour day off with pay. Such day off with pay earned in Trimester 1 or 2 must be used by the employee in the remainder of the fiscal year. A day off with pay earned in Trimester 3 may be used any time in the following fiscal year. An employee may use such day off with pay on a date the employee has requested provided the employee gives his or 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 16

## *DUTY INCURRED DISABILITY PAY*

1. An employee having regular City Service status who sustains an injury while performing within the scope of his employment, as provided by Wisconsin Worker's Compensation Act, shall receive injury pay in lieu of that portion of worker's compensation which he or she would have received for temporary total and/or temporary partial disability because of said injury for a maximum of 250 days during the course of the employee's lifetime work career.
2. The City shall pay the disabled employee injury pay in an amount equal to 70% of his/her gross pay or the last full check prior to the date of injury and adjusted for any applicable wage increases during the term of the injury. For employees with variable hours, the rate shall be the average for the previous month. The employee shall receive pension and other benefits as if he/she received full salary.
3. 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. Upon reimbursement to the City of injury pay benefits in a third-party claim or action, the City shall restore to the injury pay account of the employee the number of days for which the City was reimbursed.
4. This provision is entered into with the understanding that the injury pay amounts are not taxable to the employee for purposes of Federal or State Income Tax. For any taxable year in which such injury pay is taxable to the employee, the employee shall receive full

salary as injury pay.

## ARTICLE 17

## *OWED TIME*

1. An employee who is officially excused before the end of his/her normal shift because of inclement weather conditions or because of 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.
2. Such "owed time" constitutes a debt of the employee to the City, and to the extent that the debt is not discharged by the employee's not working overtime assignments which he/she is offered without an acceptable excuse, the sum shall be deducted from the employee's pay for the period in which the overtime was offered to the employee. Any remainder of unpaid "owed time" shall be deducted from pay due to an employee at the time of termination or when the employee transfers to a new employing unit, as for instance, another bureau.
3. When an employee makes up "owed time," the rate of pay shall be at the appropriate overtime rate.

## ARTICLE 18

## *MILITARY LEAVES*

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

    a. Subject to the terms and conditions provided in subsections l.b. through l.d. of this article, below, employees shall be entitled to time off with pay when they are required to take a 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

        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. Permanent full-time employees of the City of Milwaukee shall receive full City pay during such leaves of absence but shall be required to turn all military pay received for duty covered under 1.a., up to a maximum equal to his/her City pay, over to the City and make no subsequent claim for it whatsoever; provided, however, those permanent full-time employees of the City of Milwaukee 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 16.18 and Section 63.37 of the Wisconsin Statutes (as they may be amended from time to time) shall receive full City pay plus all military pay for duty covered under 1.a.. Such deduction shall be administered so as not to reduce employee pension benefits.

d. Return to City Employment From Short-Term Military Leave

The time off with pay for short-term military leaves provided hereunder shall be granted only if the employee taking such leave reports back for City employment at the beginning of his/her 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 such employee's release from military duty.

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

a. Employees who enlist or are 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 Commanders-in-Chief thereof, shall be granted a leave of absence during the period of such service.

b. Upon completion and release from active duty under honorable conditions and subject to the terms and conditions provided in subsection 2.c., below, employees on military leaves of absence shall be reinstated into the positions they held at the time of taking such leave of absence or to a position of like seniority, status, pay and salary advancement, provided, however, that they are still qualified to perform the duties of their positions or similar positions.

c. The rights to reinstatement provided in subsection 2.b. of this article, above, 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) such employee's release from active duty from training after satisfactory service, or (ii) such employee's discharge from hospitalization incident to such active duty for training or one

year after such employee's scheduled release from such training, whichever is earlier.

(b) All Other Active Duty

Subject to Section 673b, Title 10, United States Code, an employee not covered under subsection 2.c.(l)(a) of this article, above, 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 such employee's release from active duty, or (ii) such employee's discharge from hospitalization incident to such active duty for training or one year after such employee's scheduled release from such training, whichever is earlier.

For purposes of interpretation and construction of the provisions of subsections (a) and (b) of this section, 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 such active duty is not covered by subsection (l), above, shall, upon satisfactory completion of military service, make application for re-

employment within 90 days after: (i) such employee's release from active duty, or (ii) such employee's discharge from hospitalization incident to such active duty or one year after such 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 article fails to meet the requirements provided in this article, or the employee's military service is not covered under these two subsections, the City shall be under no obligation or requirement to reinstate such individual to City employment.

## ARTICLE 19

### *JURY DUTY LEAVE*

1. An employee 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 pay check, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such duty or service performed on off-duty days) for such duty or service. No greater amount of time off shall be granted than necessary, and in any case where an employee is called for jury duty and reports without receiving a jury assignment for that day or in a case where such employee is engaged in jury duty or service for a part of a day, he/she shall, if his/her City work is available, report for the performance of his/her City duties for the remainder of said day.

## ARTICLE 20

## *TERMINAL LEAVE PAY*

A lump sum payment limited to a maximum of 30 days accumulated and unused sick leave shall be paid as terminal leave to retiring employees.

## ARTICLE 21

## *FUNERAL LEAVE*

1. DEFINITIONS:
   a. "Funeral Leave" is defined as absence from duty because of either a death in the employee's immediate family or because of the death of the employee's grandparent.
   b. "Immediate family" is defined as the spouse, child, brother, sister, parent, mother-in-law, father-in-law, brother-in-law, sister-in-law or grandchild of the employee, whether or not such persons resided with the employee. The definition of "immediate family" shall include the employee's step-father, step-mother and step-children by virtue of his/her current spouse; during his/her lifetime, an employee's eligibility to use step-parent funeral leave benefits shall be limited to one step-father and one step-mother, regardless of the number of his/her step-parents. For purposes of this Article only, the definition of "immediate family" shall include registered domestic partners of City employees if registered as such by the City Clerk as provided under Chapter 111 of the Milwaukee Code of Ordinances. Effective Pay Period 2, 2005 for purposes of this Article only, spouse's siblings spouse shall be included 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 on or between the day of death and the fourth work day after the funeral.

3. In the case of a death of the employee's grandparent, the employee may use one work day with pay which shall be on or between the day of death and the first work day after the funeral.
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.
5. Funeral leave will not be deducted from sick leave but will be a separate allowance.

## ARTICLE 22

## *PENSION BENEFITS*

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

    a. 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 who retire on a service retirement on or after January 1, 2007.

## ARTICLE 23

## *HEALTH AND DENTAL 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.

   b. Health Maintenance Organization (HMO) Plans

      (1) Except as provided in subsection 23.1.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 23.1.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 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 23.1.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 any of the Prepaid Dental Plans.

d. Prepaid Dental Plans (PDP)

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

e. 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 23.1.a. through 23.1.d. of this Article.

(4) The City, in conjunction with its insurance administrator, carrier, or provider shall have the right to develop and implement any other cost containment measures it deems necessary.

(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 B.

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 or a school nurse who works an average of 20 hours per week during the school year shall be entitled to health insurance benefits through either the Basic Plan or an HMO Plan at his/her option so long as he/she remains in active service.

b. An employee shall not be eligible for the benefits provided in subsection 23.1., of this Article, during the time period he/she is employed on a provisional, emergency, part-time (for purposes of this provision, an employee shall be termed a part-time employee when his/her normal hours of work average less than 20 hours per week), temporary, student-aide type or seasonal basis.

c. An employee in active service shall be entitled to Dental Plan benefits provided in subsection 23.1.c. or 23.1.d. of this Article 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 23.1.c. or 23.1.d. of this Article with the same enrollment status that they maintain for their health insurance benefits. An individual not in active service shall not be entitled to participate in the Dental Plan.

d. An employee in active service who commences receiving a duty disability retirement allowance during the term of this Agreement, as such allowance is defined in Section 36.05(3) of the ERS Act, shall be entitled to the benefits provided in subsections 23.1.a. or 23.1.b. of this Article for the term of this Agreement so long as he/she continues to receive such duty disability retirement allowance.

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 23.1.a. or 23.1.b. of this Article, during the term of this Agreement so long as he/she is at least age 60 and less than age 65. If an employee eligible for these benefits dies prior to attaining age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month prior to the month in which the deceased retiree would have attained age 65.

f. Commencing January 1, 1996, 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 23.1.a. or 23.1.b. 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 obtained age 65.

g. Registered domestic partners of eligible City employees, if registered as such by the City Clerk as provided under Chapter 111 of the Milwaukee Code of Ordinance, 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.

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 23.5., 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 23.5 and 23.6, 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 23.3.a.(1)(b)i., above, for each adult covered by the plan (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.

iii. For an employee in the single plan and for an employee and his or her spouse (if applicable) in the family plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be $75.00 per month for single enrollment when an employee's enrollment status is single and $150.00 per month for family enrollment when an employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

(2) For Employees Enrolled in a Health Maintenance Organization Plan for calendar years 2007, 2008 and 2009.

(a) Except as provided in subsection 23.5., 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 single enrollment in the HMO Plan elected of 100% of the respective calendar year monthly subscriber cost of enrollment in the HMO offered by the City pursuant to subsection 23.1.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 23.1.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 23.5, 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 23.5 and 23.6, 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 23.3.a.(2)(c)i., above, for each adult (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.

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

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

(d) In addition to the amounts specified in subsections 23.3.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. The City's

contribution towards the cost of maintaining the benefits during this period shall be as provided for in subsection 23.3.a. of this Article. 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 120 calendar days to become eligible for another six-month extension of the health insurance coverage benefits provided hereunder. This provision shall not cover retirees (including disability retirements).

b. For Employees Receiving a Duty Disability Retirement Allowance
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 23.3.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 23.2.e. or 23.2.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 23.2.e. or 23.2.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 23.1.a. or 23.1.b, above, having the lowest single enrollment subscriber cost for retirees to the City. For eligible employees under subsections 23.2.e. or 23.2.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 23.1.a. or 23.1.b, above, having the lowest family enrollment subscriber cost for

retirees to the City. If the per capita subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the retiree shall have the amount of excess cost deducted from his/her pension check. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for single enrollment for retirees in an HMO Plan of 100% of the monthly subscriber cost of single enrollment for retirees in the Basic Plan. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for family enrollment for retirees in an HMO Plan of 100% of the monthly subscriber cost of single enrollment for retirees in the Basic Plan.

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. For an eligible employee whose normal hours of work average 20 hours per week on a year round basis or who works half-time during the school year, 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 employee shall have the amount of such excess cost deducted from his/her pay check on a monthly basis.

5. 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 or who works half-time during the school year shall contribute the following amount toward meeting the subscriber cost in the Health 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 23.3.a.(1), above; or

b. An employee enrolled in a HMO Plan with single enrollment status shall contribute an amount equal to twenty-five (25%) percent of the City contribution toward meeting the cost of the single premium of the HMO Plan elected as provided under subsection 23.3.a.(2), above; or

c. An employee enrolled in a HMO Plan with family enrollment status shall contribute an amount equal to forty (40%) percent of the City contribution toward meeting the cost of the family premium of the HMO Plan elected as provided under subsection 23.3.a.(2), above.

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

6. Effective the first full calendar month following implementation of the annual HRA, but no sooner than December 1, 2009, in addition to the employee contribution specified in subsections 23.3.a.(1) and (2), above, a half-time 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 23.5, 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 23.l. 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 23.3., 23.4. and 23.5., 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 23.3, 23.4, and 23.5 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 23.1. of this Article, 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 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.

e. 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%.

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 23.3.c.(1), above, 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 23.1.a. or 23.1.b. of this Article, is a City retiree receiving City Health Insurance benefits, the coverage shall be limited to one family plan.

h. For an employee who retires after January 1, 1991, if more than one City retiree is a member of the same family, as the term, "family" is defined in the provisions of the Plans defined in subsections 23.1.a. or 23.1.b. of this Article, the retiree coverage provided by the City shall be limited to one plan.

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

10. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in subsections 23.1.a. or 23.1.b. of this Article, 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 subscriber cost associated with their coverage is the same subscriber cost applicable to active employees represented by the SEIU Healthcare District 1199 W/UP as such rates may be from time to time. This provision shall be applicable only during the first twelve

(12) months of each authorized leave of absence, layoff, or suspension.

11. There shall be a 270-day waiting period for pre-existing conditions for the benefits provided by the Basic Plan.

12. Effective Date

Except where specifically provided otherwise herein, the provisions of this Article shall be in force and effect beginning January 1, 2007, and ending December 31, 2009.

## ARTICLE 24

## *LIFE INSURANCE*

1. Amount of Coverage

   a. Base Coverage. The amount of base coverage to which an employee under age 65 is eligible shall be equal to the employee's annual base salary to the next higher thousand dollars of earnings.

   b. Optional Coverage. No later than 30 days prior to the date established by the City, an employee in active service or who after that date retires on disability and under the age of 65 eligible for and taking base coverage, shall be eligible to apply for supplemental coverage, at his/her option in increments of $1,000 to a maximum of either 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings or $100,000, whichever is greater. This coverage shall be made available to eligible employees applying for supplemental coverage no later than 30 days prior to the date established by the City and annually thereafter during periods of open enrollment.

   c. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for 100% of annual base salary on the day immediately preceding his/her 65th birthday is entitled shall be reduced by 33 1/3% on his/her sixty-fifth (65th) birthday and, by an additional 16 2/3% on his/her seventieth (70th) birthday. "Employee" shall have the meaning given in S350-25(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 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 Ordinances.

2. Cost of Life Insurance Coverage

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

3. Administration of the provisions of this article shall be in accordance with Sections 350-25(1) to 350-25(11) of the Milwaukee Code of Ordinances.

## ARTICLE 25

## *TUITION AND TEXTBOOK 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 subsection 3. and 4., below, the City shall provide the employee reimbursement of tuition, laboratory fees, required textbooks, for approved courses of study and registration fees for approved conventions, seminars and conferences up to an annual calendar year maximum reimbursement of $1,200 for calendar years 2007, 2008, and 2009.

   The City shall provide reimbursement up to $110 per calendar year from the above applicable maximum reimbursement amount to be used for professional fees.

3. In order for the employee's courses of study or registration for conventions, seminars or conferences to qualify for reimbursement under subsection 2., above, the following criteria must be satisfied:

   a. All coursework and related homework, conventions, seminars or conferences 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.

c. Courses must be taken at accredited institutions or schools currently approved by the Department of Employee Relations.

d. Any portion of the tuition maximum may be used for courses which are less than three weeks in duration that are approved by management.

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

f. An employee shall submit the official grade report to a City-designated administrator within eight (8) weeks of the successful completion of the approved course. An approved course of study shall be deemed successfully completed if:

(l) 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 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 criteria in Article 25.3, payment will be deducted from the employee's paycheck.

6. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.

7. The Employee Relations Director shall administer this program in accordance with practices established for the City's general reimbursement program.

## ARTICLE 26

## *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.)
2. An employee eligible for reimbursement 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 City Comptroller. The department head of the agency for which the private automobile expense was incurred shall approve and attest to the accuracy and reasonableness of each mileage report submitted. 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. Effective as soon as administratively practicable after the execution date of this Agreement, the City shall not require information regarding personal miles driven, however, the City Comptroller shall require the employee's record of mileage with the following information per trip: date, place, business purpose, odometer readings as well as business mileage driven per trip and any other information as amended by IRS as determined by the City Comptroller.

3. 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.

4. An employee who is required to have a private automobile available for use on city business and is assigned to the Zeidler Municipal Building or AIDS Resource Center shall have the option to elect to receive either a permit to park in certain City lots on a space available basis or to receive an amount of $35.00 a month to be paid toward parking. Such employee shall be allowed to change his/her option once per year during a time period designated by the Business Operations Manager or within thirty days he/she receives a different assignment.

5. Employees may use up to two hours for emergency automobile repairs occurring during work hours caused by vehicle breakdown commencing during the course of employment on the same day as the repairs. Any normal maintenance activities are not included.

## ARTICLE 27

## *VOLUNTARY POLITICAL CHECK-OFF*

1. Effective the next pay period following the execution date of this Agreement, the City shall, during each pay period during the term of this Agreement, deduct from the biweekly earnings of employees in the bargaining unit, the employees' voluntary political contribution, and submit said deduction to the Union on a biweekly basis. The political check form shall be as provided by the Union and in compliance with Federal Election Commission requirements.

## ARTICLE 28

## *PART-TIME EMPLOYEES*

1. Definition: A half-time employee is an employee in active service whose normal hours of work average 20 hours per week on a year-round basis or a school nurse who works an average of 20 hours per week during the school year.
2. Half-time employees shall be eligible for the following benefits, but only when and to the extent provided in this Agreement:
    a. Automobile Allowance for the months in which driving occurs for official city business.
    b. An Education Day of up to 8 hours with pay per calendar year. Cost for institute not exceeding $65 per calendar year will be reimbursed.
    c. Funeral Leave on a prorata basis.
    d. Health and Dental Insurance. A half-time employee's contribution toward payment of Health premiums shall be as specified in Article 23, Section 5.
    e. Holidays on a pro rata basis. If a nurse does not work during the summer months, Easter or Christmas time, the holidays that occur during these leaves are not paid to the employee; also if holidays occur immediately before leave of absence (LOA) or immediately prior to return from LOA, they are not paid to the employee. Effective calendar year 2000, if a nurse does not work during the summer months, Easter or Christmas time, the holidays that occur during these leaves are not paid to the employee. In addition, if a holiday occurs immediately before leave of absence (LOA) or immediately prior to return from LOA, such

holiday is not paid to the employee except as follows: there shall be no reduction for holidays occurring during the course of employment of a regularly appointed employee if said employee has been regularly at work for at least two days during the calendar week in which the holiday occurred, provided, however, that no holiday pay shall be allowed in any cases where such holiday occurred within, or immediately before, or immediately after, period of disciplinary suspension or unauthorized absence. An absence shall be considered to be authorized only if the employee in question has duly reported his absence and has been duly excused. A holiday which falls on a Friday or on a Monday shall be considered to be immediately before, or immediately after, the adjacent Monday or Friday for purposes of interpreting this paragraph. An employee who is on sick leave with pay or on vacation with pay shall be regarded as being regularly at work for purposes of interpreting this paragraph. Nothing herein shall be construed to deny holiday pay to any employee who has served the employee's regular time on the working day immediately before, and on the working day immediately following said holiday.

f. Overtime (over 8 hours per day or over 40 hours per week)

g. Personal Days provided under Section 4 of the Personal Days Article of this Agreement on a pro rata basis in lieu of past salary increase and one personal day off on a pro rata basis. Half-time employees assigned to schools will be allowed to take one personal day in each calendar year during school sessions provided that the vacation criteria are met.

h. Salary Increments and Across-the Board Increases. Effective Pay Period 1, 2000, one year of creditable service shall be based on completion of 26 pay periods. Absence or absences from work without pay for any cause for 10 or more work days in the aggregate shall defer salary advancement for one additional pay period for each such 10 days' absence.

i. Shift, Weekend and Holiday Differential. Same benefit as full-time employees provided the employee works an eight-hour shift and meets the other criteria specified for full-time employees.

j. Sick Leave on a pro rata basis.

k. Tuition and Textbook benefits on a pro-rata basis.

l. Uniform Allowance Same benefit as full-time nurses.

m. Vacations on a pro rata basis. Effective Pay Period 1, 2000, one year of creditable service shall be based on completion of 26 pay periods. Employees assigned to the Adolescent School Health Program shall be allowed to take one vacation day in each school year when school is in session, and up to five vacation days in each school year on days when school is not in session provided that the vacation criteria is met.

n. Workers' Compensation

3. During the term of this Agreement, benefit eligibility for employees whose normal hours of work average more than 20 but less than 40 hours per week on a year-round or school-year basis shall be determined on the same basis as it was determined by the City during the term of the 1986 City/Staff Nurses Council labor agreement, except as

follows:

a. Eligibility for Health and Dental benefits as described in Article 23, Section 2, herein.

b. Funeral Leave on a pro rata basis.

c. Personal Days provided under Section 4 of the Personal Days Article of this Agreement on a pro-rata basis in lieu of past salary increase and one personal day off on a pro-rata basis. Part-time employees assigned to schools will be allowed to take one personal day in each calendar year during school sessions provided that the vacation criteria are met.

d. Shift, Weekend and Holiday Differential. Same benefits as full-time employees provided the employee works an eight-hour shift and meets the other criteria specified for full-time employees.

e. Tuition and Textbook benefits on a pro rata basis.

f. Vacations earned on a pro rata basis. Effective Pay Period 1, 2000, one year of creditable service shall be based on completion of 26 pay periods. Employees assigned to the Adolescent Health Program shall be allowed to take one vacation day in each school year when school is in session, and up to five vacation days in each school year on days when school is not in session provided that the vacation criteria is met.

g. Automobile Allowance benefits same as full-time employees specified in Article 26 of this Agreement.

h. Uniform Allowance benefits same as full-time employees.

i. Salary Increments and Across-the-Board Increases. Effective Pay Period 1, 2000, one year of creditable service shall be based on completion of 26 pay periods. Absence or absences from work without pay for any cause for 10 or more work days in the aggregate shall defer salary advancement for one additional pay period for each such 10 days' absence.

j. Holidays on a pro rata basis. If a nurse does not work during the summer months, Easter or Christmas time, the holidays that occur during these leaves are not paid to the employee; also if holidays occur immediately before leave of absence (LOA) or immediately prior to return from LOA, they are not paid to the employee. Effective calendar year 2000, if a nurse does not work during the summer months, Easter or Christmas time, the holidays that occur during these leaves are not paid to the employee. In addition, if a holiday occurs immediately before leave of absence (LOA) or immediately prior to return from LOA, such holiday is not paid to the employee except as follows: there shall be no reduction for holidays occurring during the course of employment of a regularly appointed employee if said employee has been regularly at work for at least two days during the calendar week in which the holiday occurred, provided, however, that no holiday pay shall be allowed in any cases where such holiday occurred within, or immediately before, or immediately after, period of disciplinary suspension or unauthorized absence. An absence shall be considered to be authorized only if the employee in question has duly reported his absence and has been duly excused. A holiday which falls on a Friday or on a Monday

shall be considered to be immediately before, or immediately after, the adjacent Monday or Friday for purposes of interpreting this paragraph. An employee who is on sick leave with pay or on vacation with pay shall be regarded as being regularly at work for purposes of interpreting this paragraph. Nothing herein shall be construed to deny holiday pay to any employee who has served the employee's regular time on the working day immediately before, and on the working day immediately following said holiday.

4. Eligibility for the above benefits shall be confined to the actual employment period.

## ARTICLE 29

## *DISCIPLINE*

Any discipline imposed on any employee shall be for just cause.

## ARTICLE 30

## *REDUCTIONS IN FORCE*

1. Seniority for layoff purposes is the relative status of an employee based upon continuous bargaining unit seniority commencing with his/her most recent appointment date to a classification within the bargaining unit provided, however, that any current bargaining unit employee who promotes or has promoted to a management or supervisory position in the Health Department, shall retain all his/her accrued Union bargaining unit seniority as above defined but shall not continue to accumulate seniority while in a non-bargaining unit position.
2. Effective October 20, 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.
3. Should the City find it necessary to effect a reduction in its work force (layoff) involving a classification represented by the Union, it shall give the Union president the maximum notice practicable of its intentions.
4. When layoffs are occasioned by emergency or Act of God, or when the duration thereof is not expected to exceed thirty (30) working days, the provisions hereof regarding selection of personnel for layoff shall not apply but shall be solely within the discretion of the City.
5. When it becomes necessary to reduce the workforce in a particular classification, the employee in that classification with the least seniority shall be laid off.
6. A person holding a managerial and/or supervisory position in the Health Department

who has retained Union bargaining unit seniority may displace the least senior employee within the bargaining unit holding a position in a classification that the returning supervisor/manager previously held if:

a. The returning employee has more seniority;

b. The returning employee meets the minimum job requirements of the classification of the employee with lesser seniority; and

c. The classification to which the returning employee transfers or bumps to is in the same or lower pay range than pay range of the current classification of the returning employee.

7. Seniority shall be broken if an employee:

a. Retires;

b. Resigns from City employment;

c. Is discharged;

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 set forth above with regard to retained seniority.

8. Recall of a laid-off employee shall be by application of seniority in reverse order of layoff.

9. Employees having the same starting date shall have their seniority status determined by their examination grade or their equivalent and where grades do not prevail, seniority shall be determined by the earliest month and day of birth in the calendar year and where day of birth does not prevail, seniority shall be determined by the earliest year of birth.

## ARTICLE 31

## *EDUCATIONAL DAYS WITH PAY*

The following criterion will be followed for approving Educational Day With Pay for nurses represented by SEIU District 1199W/UP:

1. Must be employed for a six-month period of time.
2. Must plan to continue employment. If plans are to leave employment within the next 30 days, the educational day, with pay, will not be granted.
3. Full time nurses are given 16 hours with pay per calendar year.
4. Half time nurses are given 8 hours with pay per calendar year.
5. Three-quarter time nurses are given 15 hours with pay per calendar year, or time not to exceed usual hours worked for one day. Example: Summer hours- 4.5 hours worked. Therefore, only 4.5 hours will be paid.
6. If institute extends beyond 16 hours, a vacation or personal day will have to be used for the third day, etc.
7. Must request educational day at least two weeks in advance.
8. Coverage for assignment must be available.
9. At least 50% of all nurses within his/her health center must be scheduled to work on the day(s) the educational day(s) are requested to be taken.
10. Educational days must relate to the job or the specific nurse's area of responsibility. Conventions are usually not considered as institutes unless specific educational course is provided as part of the convention.
11. Requests should be submitted to the Department Head designee via duplicate H1014 and

the announcement or flyer relating to the institute. Supervisors will indicate on request form if employee meets these guidelines.

12. Cost of meals and transportation will be assumed by the employee.

13. Cost for institute not exceeding $75 per calendar year will be reimbursed. Cost in excess of the maximum allowed per calendar year will be assumed by the employee. Requests for payment require completion of "Statement of Expenses Incurred for City of Milwaukee," CBP-211.

## ARTICLE 32

## *THEFT, VANDALISM AND LOSS REIMBURSEMENT COMMITTEE*

The City shall reimburse employees for net loss (after insurance payment, if any) to automobiles, equipment or personal items resulting from theft, vandalism, loss or other damage incurred during the course of employment. Subject to arbitration, this provision shall be administered by a Reimbursement Committee, consisting of 2 persons appointed by the City Labor Negotiator and 2 persons appointed by the Union. Reimbursement for losses resulting exclusively from negligence on the part of the employee shall not be approved and reimbursement for losses resulting in part from same may be proportionately approved, based upon the amount of employee negligence. This does not relieve the employee of the responsibility to carry insurance pursuant to current City practice. In the event an employee does not have collision coverage, the City shall in no case be liable for more than $1,500 car damage or loss.

## ARTICLE 33

## *SAFETY*

1. The City shall provide a safe place for the employees and their belongings.

2. Assistance in Assault Cases

Employees shall report all cases of assault suffered by them in connection with their employment to their supervisors and director in writing. The City shall forward a copy of such report to the Union.

An employee who has been assaulted must file a report against the assailant. The police shall be called immediately by the immediate supervisor so that the police may properly investigate and find witnesses to the act.

No employee shall be required to subject himself/herself to any clear and imminent danger to the employee's safety.

In situations where the employee has been personally injured or threatened, the Department Head or designee shall review the case to determine what action should be taken to protect the employee.

## ARTICLE 34

## *PREMIUM PAY FOR CERTAIN JOB ASSIGNMENTS*

1. A Public Health Nurse shall be eligible for the premium pay provided hereunder if and so long as:

    a. He/she is assigned to one of the following job assignments: Health Center Coordinator, Charge Nurse/STD Clinic, Charge Nurse/TB Clinic, Charge Nurse/Family Health Clinic, Lead Program Coordinator, PHN Coordinator-Adolescent Community Health Program (ACHP), PHN Coordinator-Well Women's Program and PHN Coordinator-Immunization.

    b. He/she is assigned by the Department Head or designee either:

        (1) on a non-temporary and full-time basis to one of the assignments listed in subsection 1a, above; or

        (2) on a temporary and full-time basis to one of the assignments listed in subsection 1a, above provided he/she is assigned to assume the full responsibilities of the assignment.

2. The City shall pay a premium of $45.00 biweekly to Public Health Nurses who meet the eligibility requirements set forth in subsection 1, above. This premium payment shall be granted for all non-overtime hours paid during a biweekly pay period; the premium shall be prorated if the non-overtime hours paid in a biweekly pay period are less than 80.

## ARTICLE 35

## *POSTING OF CERTAIN JOB ASSIGNMENTS AND TRANSFER REQUESTS*

1. Posting of Certain Job Assignments.

   a. The City will continue its current practice to post the following assignments, and any others which the parties may from time to time agree upon, in writing:

      STD Clinic, including Charge Nurse
      TBCC Clinic, including Charge Nurse
      Coordinators, including Health Center, Lead (PB), Adolescent Community Health Program (ACHP), and Well Women's Program

      Family Health Clinic, including Charge Nurse

      Immunization (IAP)

      HIV Women's Project

      Any of the above assignments will not be posted if they are included in a generalized district nursing assignment.

   b. Such posting shall be displayed at each health center (currently SSHC, NWHC, KHC and Zeidler), and shall also be sent to the SNC President by inter office mail. As a courtesy the City will agree to send, via email, a copy of Job Postings and Transfer Requests to the SEIU Office.

   c. The City will place a written record of the interview in the respective Bureau personnel file of each employee who had interviewed for the above listed vacant assignment. Such record shall include the reason(s) for which the employee was

or was not selected.

d. If no employee indicates interest in the posted assignment or if the City determines that no employee who has indicated interest meets the City's needs for such assignment, then the City may consider and hire an outside candidate for such assignment. If the City reassigns a current employee to a posted position the affected employee shall be notified fifteen (15) working days before the reassignment.

e. If, in management's judgment, two or more employees equally meet the City's needs for such assignment, seniority will be the deciding factor between the employees.

2. Transfer Requests For Non-Posted Assignments. At any time, a non-probationary employee may forward a written request to the Health Department Personnel Office for transfer to a non-posted Public Health Nurse (PHN) assignment or location. When the City determines to fill a vacancy on a non-temporary basis, the Department Head or designee will determine and consider all relevant factors relating to the filling of the vacant assignment and employee transfer requests on file. If two or more employees equally fulfill the factors as determined by the Department Head or designee, seniority will be the deciding factor.

## ARTICLE 36

## *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 37

## *PROFESSIONAL PRACTICES COMMITTEE*

The Professional Practices Committee (PPC) and Director of Nursing or designee and relevant Health Department Manager as determined by the Department shall meet bimonthly. The committee will set a preliminary agenda for its next meeting at the end of the meeting. Either party may add to the agenda within 5 working days prior to each meeting. The committee will meet at a mutually agreeable time and location during working hours.

## ARTICLE 38

## *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 39

## *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 not conflict with the specific provisions of this Agreement shall remain in force and effect.

## ARTICLE 40

## *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 41

## *JOINT CITY-UNION EARLY INTERVENTION PROGRAM*

A Joint City-Union Early Intervention Program shall be established in accordance with the September 19, 1995 agreement between the City and the Union.

## ARTICLE 42

## *MISCELLANEOUS*

1. RN License Reimbursement

   The City shall reimburse an employee up to $40.00 biannually for the cost of renewing a State of Wisconsin Registered Nurse license during the course of his/her employment with the City. The City may require proof of payment. Payments shall be made as soon as administratively practicable. An employee who leaves the service within 6 months of receiving this reimbursement shall have the amount reimbursed deducted from his/her pay check.

2. Blood Donations

   With departmental approval, employees are entitled to donate blood on paid time during their regularly scheduled work shifts.

3. Convention Days

   Employees who are members of professional health care organizations may attend up to two (2) convention days annually, on paid time, consistent with departmental requirements that may be established from time to time.

4. Labor Management Committee

   During the term of the 2007-2009 Agreement there shall be a Labor Management Committee.

## ARTICLE 43

## *SAVINGS CLAUSE*

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

## ARTICLE 44

## *AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT*

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

## ARTICLE 45

## *ENTIRE AGREEMENT*

The foregoing together with side letters constitutes the entire agreement between the parties and no verbal statement shall supersede any of its provisions.

Witness the hands and seals of the parties hereto this_____day of_____2009

BY: _____
Thomas Berger
Business Representative

FOR STAFF NURSES' COUNCIL

_____
Judy Thorsheim
President

_____
Wanda Frazier
Chairperson, Negotiations Committee

_____
Mary Ann Kiecpczynski
Council Representative

_____
Polly Belcher
Council Representative

_____
Toni Carroll
Council Representative

_____

CITY OF MILWAUKEE:

BY: _____
Maria L. Monteagudo
Director of Employee Relations

_____
Troy M. Hamblin
City Labor Negotiator

_____

_____
Nicole M. Fleck
Labor Relations Officer

FOR THE CITY:

_____
Tom Barrett
Mayor

_____
Willie L. Hines Jr.
President, Common Council

_____
Ronald D. Leonhardt
City Clerk

_____

William Rice
Council Representative

Michael Murphy, Alderman
Chairman
Finance and Personnel Committee

07-09WC
labr/stfnurse

_____
W. Martin Morics
City Comptroller

SIGNATURES

## APPENDIX A

### 2007 Rates of Pay

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

Pay Range 666

Official Rate – Biweekly

| | | | | | |
|---|---|---|---|---|---|
| $1,694.07 | $1,761.84 | $1,832.32 | $1,905.60 | $1,981.83 | $2,021.65 |
| $2,080.27 | | | | | |

Public Health Nurse

Pay Range 670

Official Rate – Biweekly

| | | | | | |
|---|---|---|---|---|---|
| $2,058.62 | $2,138.91 | $2,222.31 | $2,308.98 | $2,399.03 | $2,492.60 |

Nurse Practitioner

## 2008 Rates of Pay

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

Pay Range 666

Official Rate – Biweekly (includes $6.92)

$1,717.93 $1,786.38 $1,857.56 $1,931.58 $2,008.57 $2,048.79 $2,107.99

Public Health Nurse

Pay Range 670

Official Rate – Biweekly (includes $6.92)

$2,086.13 $2,167.22 $2,251.45 $2,338.99 $2,429.94 $2,524.45

Nurse Practitioner

## 2008 Rates of Pay

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

Pay Range 666

Official Rate – Biweekly

| | | | | | |
|---|---|---|---|---|---|
| $1,735.11 | $1,804.24 | $1,876.14 | $1,950.90 | $2,028.66 | $2,069.28 |
| $2,129.07 | | | | | |

Public Health Nurse

Pay Range 670

Official Rate – Biweekly

| | | | | | |
|---|---|---|---|---|---|
| $2,106.99 | $2,188.89 | $2,273.96 | $2,362.38 | $2,454.24 | $2,575.19 |

Nurse Practitioner

## 2009 Rates of Pay

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

Pay Range 666

Official Rate – Biweekly

| | | | | | |
|---|---|---|---|---|---|
| $1,752.46 | $1,822.28 | $1,894.90 | $1,970.41 | $2,048.95 | $2,089.97 |
| $2,150.36 | | | | | |

Public Health Nurse

Pay Range 670

Official Rate – Biweekly

| | | | | | |
|---|---|---|---|---|---|
| $2,128.06 | $2,210.78 | $2,296.70 | $2,386.00 | $2,478.78 | $2,575.19 |

Nurse Practitioner

## 2009 Rates of Pay

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

Pay Range 666

Official Rate – Biweekly

| | | | | | |
|---|---|---|---|---|---|
| $1,769.98 | $1,840.50 | $1,913.85 | $1,990.11 | $2,069.44 | $2,110.87 |
| $2,171.86 | | | | | |

Public Health Nurse

Pay Range 670

Official Rate – Biweekly

| | | | | | |
|---|---|---|---|---|---|
| $2,149.34 | $2,232.89 | $2,319.67 | $2,409.86 | $2,503.57 | $2,600.94 |

Nurse Practitioner

**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. The City has agreed that two of the nine union members on the Wellness and Prevention Committee shall be Milwaukee District Council 48, AFSCME members as determined by District Council 48, two of the nine union members on the Wellness and Prevention Committee shall be Milwaukee Police Association (MPA) members as determined by the MPA, one of the nine members on the Wellness and Prevention Committee shall be a

Milwaukee Professional Firefighters' Association Local 215 member as determined by Local 215, one of the nine members on the Wellness and Prevention Committee shall be a member from either Local 494 Electrical group or the Milwaukee Building and Construction Trades Council (MBCTC) to be jointly determined by Local 494 Electrical Group and MBCTC, and one of the nine members shall be a member from Service Employees International Union (SEIU) District 1199 as determined by SEIU. The City has agreed 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.

October 5, 2005

Ms. Judy Thorsheim
President
Staff Nurses' Council
2106 N. 58th Street
Milwaukee, WI 53208

Dear Ms. Thorsheim:

During the course of the 1997-1998 contract negotiations between the City of Milwaukee and the Staff Nurses' Council the parties reached an agreement concerning the matter of residency.

It was agreed to by the parties that the following shall apply:

> "During the life of the contract, the City will not discharge for violation of the residency rule any of the nurses who continue to live in their present residence outside of the boundaries of the City of Milwaukee."

As of this date, the above language affects one nurse only: Marcia Hinstorff.

It is the City's understanding that the above language accurately reflects the agreement reached by the parties and will continue for the duration of the 2004-2006 Agreement.

Sincerely,

David A. Kwiatkowski
City Labor Negotiator

October 5, 2005

Ms. Judy Thorsheim
President
Staff Nurses' Council
2106 N. 58th Street
Milwaukee, WI 53203

Dear Ms. Thorsheim:

This letter confirms the parties understanding that the Department shall permit a full-time nurse on a school assignment who is scheduled to work overtime at a school on the observed City holiday of Christmas eve or the third Monday in January to have the choice of compensatory time off or cash, provided money is available in the Department's overtime budget. This letter shall be non-precedential and shall not be used by either party in any future matter other than for the application or enforcement of the above provisions of this letter.

Sincerely,

David A. Kwiatkowski
City Labor Negotiator

_____

Accepted
Judy Thorsheim

October 5, 2005

Ms. Judy Thorsheim
President
Staff Nurses' Council
2106 N. 58th Street
Milwaukee, WI 53203

Dear Ms. Thorsheim:

This letter is to confirm our understanding that to enhance communication between the City and the Union, the City will notify the Union as soon as administratively practicable of any temporary or emergency appointment of a Public Health Nurse.

Sincerely,

David A. Kwiatkowski
City Labor Negotiator

October 5, 2005

Ms. Judy Thorsheim
President
Staff Nurses' Council
2106 N. 58th Street
Milwaukee, Wisconsin 53203

Dear Ms. Thorsheim:

This letter is to confirm our understanding relating to Article 15.10 of the City/Union labor agreement. The City agrees to that each instance of City authorized unpaid time taken off by an employee for union business that was of six or less working days duration shall not disqualify such employee from eligibility for sick leave incentive benefits provided that the hours of such instances total 160 hours or less during a trimester as defined in the Agreement he/she meets all the remaining SLIP eligibility criteria defined in Article 15.10.

Sincerely,

David A. Kwiatkowski
City Labor Negotiator

October 5, 2005

Ms. Judy Thorsheim
President
Staff Nurses' Council
2106 N. 58th Street
Milwaukee, Wisconsin 53203

Dear Ms.Thorsheim:

This letter is to confirm that the Health Department will provide the Union president with new job descriptions when generalized nursing assignment job descriptions are revised or when new positions are authorized to be filled by the Common Council.

Sincerely,

David A. Kwiatkowski
City Labor Negotiator

# AGREEMENT
# Between
# CITY OF MILWAUKEE
# and
# SERVICE EMPLOYEES INTERNATIONAL UNION
# DISTRICT 1199 W/UP

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

MEMORANDUM OF UNDERSTANDING
Between
SEIU HEALTHCARE DISTRICT 1199 WISCONSIN/STAFF NURSES' COUNCIL
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 SEIU Healthcare District 1199 Wisconsin/Staff Nurses' Council (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 SEIU Healthcare District 1199 Wisconsin/Staff Nurses' Council, 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 the SEIU Healthcare District 1199 Wisconsin/Staff Nurses' Council | City of Milwaukee Negotiating Team |
|---|---|
| | |
| | |
| | |
| | |
| | |

**AGREEMENT BETWEEN CITY OF MILWAUKEE**
**and**
**SEIU HEALTHCARE DISTRICT 1199 WISCONSIN/STAFF NURSES' COUNCIL**
**2007-2009**

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**Summary of Wage and Fringe Benefit Modifications in the Tentative Agreement Between the City of Milwaukee and SEIU Healthcare District 1199 W/Staff Nurses' Council Two-year Agreement CC# 070009**

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 22:

    a. Effective 1/1/2010 through 12/31/2011 employees who retire from active service on a normal service retirement during the term of the Agreement shall receive a 2% COLA increase after the first twelve months of retirement.
        - This provision shall expire 12/31/2011.

    b. Employees who retire from active service between 1/1/2010 and 12/31/2010 on a normal service retirement shall be eligible for a bonus year. That year may be, at the discretion of the employee, added to either age, for eligibility qualification, or years of service. The bonus year may be split into portions no smaller than full months and used for a combination of age and service not to exceed 12 months in total. If the bonus year is used as an additional year of service credit the total years of service cannot exceed 35, and will not be used to break the 70% cap. In order to be eligible for this benefit, employees must provide notice only of their intent to retire during 2010 to their Department head or designee by August 31, 2010.
        - This provision shall expire 12/31/2010.

    c. Employee's hired on or after 1/1/2010 shall be required to pay member contributions equal to 5.5%.

4. Health Insurance, Article 23:

   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 subsection 23.2.e or f and costs under subsection 23.3.c.(1) or (2).
   - This provision shall expire at the end of Pay Period 26, 2010.

5. Sick Leave, Article 15:

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

6. Layoffs:

   The City agrees that there will be no layoffs of SEIU 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 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.

NMF/LK
LABR/STFNURSES/07-09, 10-11 Implementation

DER-VERS (9/97)

# CITY OF MILWAUKEE FISCAL NOTE

CC-170(REV.6/86)

**A) Date:** 12-10-09

**File Number:** 070009

Original Fiscal Note ■ Substitute Γ

**Subject:** Resolution to ratify and confirm the 2010-2011 final Agreement between the City of Milwaukee and SEIU Healthcare District 1199 Wisconsin/Staff Nurses' Council.

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

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

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

| E) Purpose | Specify Type/Use | Account | Expenditure | Revenue | Savings |
|---|---|---|---|---|---|
| Salaries/Wages: | | | | | |
| Pensions: | | | 73,000 | | |
| Health Ins: | | | | | |
| Life Ins: | | | | | |
| Equip Repair: | | | | | |
| Other: Auto | | | | | |
| | | | | | |
| **Totals** | | | 73,000 | | |

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**.

| | | |
|---|---|---|
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 3-5 Years | |

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

Costs of $73,000 will recur on an annual basis during the period of amortization of this cost. An estimated savings of $5,000 recur during 2010 and 2011 due to the elimination of pay step advancement.

H) Computations used in arriving at fiscal estimate:

Current staffing levels.

Please list any comments on reverse side and check here Γ

AGREEMENT
Between
CITY OF MILWAUKEE
and
SEIU HEALTHCARE DISTRICT 1199 WISCONSIN/STAFF NURSES' COUNCIL

## PREAMBLE

This Agreement is made at Milwaukee, Wisconsin, pursuant to the provisions of Section 111.70, Wisconsin Statutes, by the CITY OF MILWAUKEE, as a municipal employer, hereinafter referred to as the "City," and the SEIU HEALTHCARE DISTRICT 1199 WISCONSIN/STAFF NURSES' COUNCIL, as representative of the certified bargaining unit who are employed by the City of Milwaukee and hereinafter referred to as "Union."

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

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

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

## ARTICLE 1

## ***DURATION***

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. Not earlier than June 15, 2011, nor later than July 1, 2011, the Union shall give the City written notice in accordance with NOTICES Article of this Agreement, indicating areas in a succeeding labor agreement in which changes are requested; conferences and negotiations shall be carried on by the parties beginning 30 calendar days following the date such notice is provided.
3. In the event the City/Union Agreement is not executed as of July 1, 2011, in lieu of section 2 above, the Union shall, within 30 days of the execution date of this Agreement, 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 beginning thirty (30) calendar days following the date such notice is provided.
4. Except as otherwise stated herein, all terms of this Agreement are effective January 1, 2010.

## ARTICLE 2

## *RECOGNITION*

The City recognizes the Union as the exclusive collective bargaining agent for certain employees of the City, as certified by the Wisconsin Employment Relations Commission (WERC), with regard to wages, hours and conditions of employment.

## ARTICLE 3

## *MANAGEMENT RIGHTS*

l. The Union recognizes the prerogative of City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which City has not officially abridged, delegated, or modified by this Agreement are retained by City. The Union recognizes the exclusive right of the City to establish reasonable work rules.

2. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest.

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

4. The City reserves the right to discipline or discharge for cause. The City reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the City or where such continuation of work would be wasteful and unproductive. City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.

5. Contracting and subcontracting. The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members. The City agrees to a timely notification and discussion in advance of the implementation of any proposed contracting or subcontracting. The City further agrees that it will not lay off any employees, who have completed their probationary periods and have regular civil service status at the time of the execution of this Agreement because of the exercise of its contracting or subcontracting rights except in the event of an emergency, strike or work stoppage, or essential public need where it is uneconomical for City employees to perform said work, provided, however, that the economies will not be based upon the wage rates of the employees of the contractor or subcontractor, and provided it shall not be considered a layoff if the

employee is transferred or given other duties at the same pay. The fact that employees are in, or may become in, a laid-off status shall not prevent the City from exercising its right to contract or subcontract work as long as the contracting or subcontracting does not cause the layoff or layoffs or cause the elimination of the job or jobs which the employee or employees performed.

6. The City will give the Union reasonable and timely notice prior to its final decision in cases wherein City departments are merged or separated and will afford the Union an opportunity to present its position with respect thereto.

## ARTICLE 4

## *GRIEVANCE PROCEDURE*

1. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions set forth below.
2. Step One. An employee who has a grievance shall first present the grievance orally to the employee's immediate supervisor, either alone or accompanied by a Union representative.
3. Step Two. If the grievance is not settled at the first step, it shall be reduced to writing and presented to the Division Manager or his/her designee within ten (10) working days of completion of Step One. Within ten (10) working days of his/her receipt of the written grievance initiation, the Division Head or his/her designee shall furnish the employee and the Union with a written answer to the grievance.
4. Step Three. If the Union grievance is not settled at the second step, the Union may appeal in writing within ten (10) working days of the receipt of the second step answer to the department head or his/her designee, who shall confer with the aggrieved and the Union and notify the aggrieved and the Union in writing within ten (10) working days from the date of such meeting .
5. When a grievance conference is held at the third (Department Head) step of the grievance procedure, a named employee who has filed a grievance and the Union official or representative whose presence for the purpose of giving testimony is required shall be given notice of at least 24 hours before a meeting is held unless the grievant and the Union waive the requirement of such notice.
6. If a Union grievance is not settled at the third step, or if any grievance filed by the City cannot be satisfactorily resolved by conference with appropriate representatives of the Union, either party may proceed to the next step as hereinafter provided.
7. Step Four . If the answer of the Department Head upon a matter which can be submitted to final and binding arbitration is unsatisfactory to the Union and the Union advances the grievance to arbitration, it shall be reviewed at a meeting between the Labor Negotiator or designee and the Union designee held periodically for that purpose. The designated participants in such meeting shall be empowered to settle such grievance and no step in the arbitration process shall occur until such meeting has occurred or the parties by written

agreement have waived such meeting.

8. All written grievance appeals shall set forth the provision of the Agreement under which the grievance was filed.

## ARTICLE 5

## *ARBITRATION PROCEDURE*

1. No item or issue may be the subject of arbitration unless such arbitration is requested in writing within 30 calendar days of the completion of Step Three of the grievance procedure.
2. Arbitration may be initiated by the Union serving upon the City a notice, in writing of its intent to proceed to arbitration. Said notice shall identify the provision upon which it relies, the grievance or grievances, the department and the employees involved.
3. Unless the parties, 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.
4. The following subjects shall not be submitted to arbitration:
    a. Provisions of the Agreement which relate to or in any manner affect the obligations of the City as expressed or intended by the provisions of Chapter 65, Wisconsin Statutes.
    b. The statutory or charter obligations which are by law delegated to the Common Council.
    c. The elimination or discontinuance of any job, except as provided in the contracting and subcontracting provision of this Agreement.
    d. Any pension matter.
    e. Disputes or differences regarding classifications of positions, promotions of employees, and eliminations of positions.

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

that this Agreement is terminated or breached for any reason, rights to arbitration shall thereupon cease. This provision, however, shall not affect any arbitration proceedings which were properly commenced prior to the expiration or termination of this Agreement.

6. The Union shall have the right to submit all matters of discipline and discharge to arbitration in the same manner as for other arbitrable issues. If the employees elect 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, such employees will be said to have waived their right to arbitration.
7. The arbitrator selected shall hold a hearing expeditiously at a time and place convenient to the parties. The arbitrator shall take such evidence as in his/her judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. The arbitrator shall have initial authority to determine whether or not the dispute is arbitrable, under the express terms of this Agreement. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this Article to determine the merits of the dispute submitted to arbitration.
8. No award of any arbitrator may be retroactive for a period greater than 90 working days prior to the formal request for arbitration as herein provided, nor shall it cover or include any period prior to the date of execution of this Agreement.
9. The arbitrator shall neither add to, detract from, nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.
10. The arbitrator shall expressly confine himself/herself to the precise issue submitted for arbitration; and shall not submit declarations of opinion which are not essential in reaching the determination of the questions submitted unless requested to do so by the parties. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator within 60 working days after the notice of appointment unless the parties to this Agreement shall extend the period in writing by mutual consent.
11. All expenses involved in the arbitration proceedings shall be borne equally by the parties. However, expenses relating to the calling of witnesses or the obtaining of depositions or

any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.

## ARTICLE 6

## *UNION RIGHTS AND OBLIGATIONS*

1. The Union recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consistent with the obligations to the employees it represents.

2. Union Business and Union Meetings

   No Union member or officer shall conduct any Union business on City time except as specified in this Agreement. No Union meeting shall be held on City time. Union orientation may be conducted on city time when mutually agreed to by the Department and Union.

3. 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 the following notices:

   (a) Recreational and social affairs of the Union.

   (b) Union meetings.

   (c) Union elections

   (d) Reports of Union committees

   (e) Rulings or policies of the International Union

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

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

4. Pay for Union Negotiators

   The Union shall advise the City of the names of its negotiators. The names of the duly chosen representatives of the Union shall be submitted to the City Labor Negotiator sufficiently in advance of regularly scheduled meetings so as to permit notification of the appropriate City departments. One or more representatives from the Union shall be paid regular base salary up to a combined maximum of 150 work-hours for time spent in

contract negotiations during regular working hours, except no payment will be made for negotiating time outside the representatives' normal workday and in no event will payment be made for time in excess of eight hours. Reasonable travel time from site of employment to site of meeting will be allowed.

5. Check Off of Union Dues

Employees may authorize the City to deduct Union dues from their paychecks by executing an authorization card and submitting it to a City-designated administrator. The City will pay amounts deducted from the employee's earnings to the Union within ten (10) days after the pay day of which the deduction was made, together with a list of employees from whose pay the deduction was made.

The City will deduct from the biweekly earnings of all employees represented by the Union, who have not authorized dues deduction by dues deduction cards, a fair-share amount that is equal to that part of the monthly dues certified by the Union as the dues deduction uniformly required of all members of the Union and pay said amount to the Union within ten (10) days after the pay day from which such deduction was made. Any changes in dues deduction or fair share shall be sent to the City two pay periods prior to the effective date of the change.

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 challenge to the language contained herein. The Union shall have no responsibility to reimburse the City for any court costs or legal fees the City incurs on its own behalf in the event that the City retains its own attorneys based upon its determination that its interests require representation independent of that provided to the City by the Union pursuant to the terms of this paragraph.

6. Union Conventions/Conference Attendance

Effective the next pay period following the execution date of the Agreement, up to six (6) bargaining unit officials shall be granted up to three (3) unpaid days, per calendar year, to attend union conventions, education classes, or conferences. No more than two (2) bargaining unit officials may be off at any given time for attendance to such events. A

bargaining unit official may elect to take earned and unused vacation time or compensatory time off in lieu of unpaid time off. The Union shall notify, in writing, the Health Personnel Officer of the dates of the union conventions, education classes, or conferences and the names of the bargaining unit officials designated to attend at least thirty (30) calendar days in advance of such event.

## ARTICLE 7

## *PROHIBITION OF STRIKES AND LOCKOUTS*

1. Strikes

The Union shall neither cause nor counsel its members, or any of them, to strike, nor shall it in any manner cause them either directly or indirectly to commit any concerted acts of work stoppage, slowdown, or refusal to perform any customarily assigned duties for the municipal employer, namely, City. However, whether or not the Union is liable for such acts or actions, any employee who commits any of the acts prohibited in this section may be subject to the following penalties:

a. Discharge as provided for by law.

b. Other disciplinary action as may be applicable to such employee.

c. Loss of all compensation, vacation benefits and holiday pay as determined by the City.

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

2. No Lockout

The City will not lock out employees. However, if any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, or

slowdown by any other employees, such inability to work shall not be deemed a lockout under the provisions of this section.

## ARTICLE 8

## *HOURS OF WORK*

1. The basic workday for an employee covered by this Agreement shall consist of eight hours out of the calendar day. As far as it is practicable, this workday shall conform with the established hours of business. This conformity shall not interfere with the special times schedules governing departments operating more than eight hours in each calendar day. This provision shall not allow involuntary split shifts of the employee's straight time hours. Nor shall this provision for an eight-hour day for City employees be construed as prohibiting the creation of part-time employment or the establishment of rotative, staggered or shortened work periods.
2. The service week of an employee covered by this Agreement shall be limited to five days' employment or duty per week, except in cases where such reduction would conflict with some legal requirements. So far as is practicable, the days on which employees and officials shall not be required to work shall be Sundays and Saturdays. Where the regular schedule of departmental operations requires work on these days, this work shall not be considered overtime work, and the employee shall be entitled to time off during such periods as the department head may designate.
3. Exceptions in straight-time scheduling rules, in applying the two paragraphs above, may be permitted where and as long as there is written agreement between the Department, the City Labor Negotiator and the Union.
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 herein.

## ARTICLE 9

## *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. Recruitment of a Public Health Nurse shall be at the first, second, third or fourth pay step subject to applicable experience under criteria established by the City. Recruitment of a Public Health Nurse may be up to the second step based upon market conditions as determined by the City.
3. Special Attainment Pay (SAP).
    a. A Public Health Nurse or Associate Public Health Nurse shall receive thirty ($30) dollars biweekly Special Attainment Pay provided he/she meets one or more of the following three criteria listed below:

        Criterion One: A nurse has a Master's Degree of Nursing approved by the Commission on Collegiate Nursing Education (CCNE) and has submitted the diploma verifying such degree to the Department Head designee.

        Criterion Two: A nurse has an American Nurses' Association (ANA) certification in Community Health Nurse, Adult Nurse Practitioner, Family Nurse Practitioner, Pediatric Nurse Practitioner or Gerontological Nurse Practitioner; a National Certification Corporation (NCC) certification as a Women's Health Care Nurse Practitioner; an American Nurses Credentialing Center (ANCC) certification as a Psych/Mental Health Nurse or an AIDS Certified Registered Nurse (ACRN) certification by the HIV/AIDS Nursing Certification Board (HANCB), and has submitted the certificate to the Department Head Designee.

        Criterion Three: A nurse has a Department of Public Instruction Certification and has submitted the certificate to the Department

Head designee. For Nurses appointed prior to June 21, 1981 who do not have a BSN degree as of January 1, 1989, an ANA certification approved by the Department Head designee will be deemed to qualify under this criterion.

b. A nurse who does not maintain his/her certification under one of the criteria listed above, shall not be eligible to continue to receive Special Attainment Pay unless he/she maintains eligibility by meeting another specified criterion above. A nurse who satisfies more than one criterion above shall not receive more than one Special Attainment pay of $30 biweekly.

c. The effective date of Special Attainment Pay for nurses who were not in the Special Attainment Step as of Pay Period 26, 1995 shall be as follows:

(1) If the date of the eligible certification or the date of the eligible Master's degree diploma of the Public Health Nurse is after the date the Public Health Nurse has attained the eligible pay step as defined in subsection 4.a., above, and if he/she has submitted such certification or diploma within 120 calendar days of the effective date of such certification or diploma, the Special Attainment Pay shall be effective the first Pay Period following the date of such certification or diploma. If such certificate is submitted more than 120 calendar days after the effective date of such certification or diploma, the Special Attainment Pay shall be effective the first Pay Period following the date such certificate was submitted.

(2) If the date of the Public Health Nurse's eligible certification or eligible Master's degree diploma is prior to the date the Public Health Nurse has attained the eligible pay step, as defined in subsection 4.a., above, Special Attainment Pay shall be effective the first Pay Period the eligible employee has attained the eligible pay step, as defined in subsection 4.a., above, provided he/she has submitted the certification. If the eligible employee had not submitted the certification by the date the employee has attained the eligible pay step, as defined in subsection 4.a., above, Special

Attainment Pay shall be effective the first Pay Period following the date such certificate was submitted.

4. Except as otherwise provided above, employees shall move from the minimum step in the range to the maximum step in annual increments. 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.

5. The Union consents to allow the biweekly pay checks of its members to vary by up to twenty-five cents ($0.25) above or below the biweekly base salary rates listed in the contract and the Salary Ordinance. It is understood that allowing this variance from the contract rates will result in payroll processing efficiencies in the event the City can limit or eliminate the need for so-called "Penny Difference Reports".

6. The City reserves the right to make changes in the salary ordinances to reflect classification increases recommended by the City Service Commission.

7. Retroactive wage payments. The parties to this collective bargaining agreement elect not to be bound by the required frequency of wage payment provisions of ə109.03, 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 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.

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 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, 2010.

## ARTICLE 10

## *SHIFT, WEEKEND AND HOLIDAY DIFFERENTIAL*

1. An employee who works at least four (4) hours of his/her regularly scheduled eight-hour shift within the second or third shift as defined in subsection 1.a. or 1.b., below, shall be paid, in addition to his/her base salary, the following shift differential premium for all the hours worked during that shift:
   a. Second shift - 3:00 p.m. to 11:00 p.m. - $0.40 per hour.
   b. Third shift - 11:00 p.m. to 7:00 a.m. - $0.45 per hour.
2. An employee who is on paid vacation, holiday, '09' day, sick leave or funeral leave during a period in which his/her regular shift assignment is the second or the third shift shall receive any second or third shift premium pay that he/she would have received had he/she not been on such paid leave.
3. In addition to base salary and whatever second or third shift premium pay that may be earned under subsection 1.a. or 1.b., above, effective the first pay period following execution of this Agreement, an employee who works at least four (4) hours of his/her regularly scheduled eight-hour shift on Saturday or Sunday shall be paid the following weekend differential premium for all the hours worked during that shift:
   a. Saturday work - $0.50 per hour.
   b. Sunday work - $0.60 per hour.
4. An employee who works a holiday, as defined under the HOLIDAY Article of this Agreement, as part of his/her regular work schedule, shall receive a holiday differential of $0.55 per hour for all hours worked in that shift.
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 11

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

1. Overtime

   a. Employees shall normally be compensated at the rate of one and one-half hours (1-1/2) in compensatory time off or in cash for each hour of necessary overtime worked.

      (1) 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 (1-1/2) hours in compensatory time off or in cash.

      (2) For non-scheduled overtime hours which the employee is required to work on Sundays and on Holidays designated in this Agreement, the employee shall be compensated at the rate of one and three-quarters (1-3/4) times his regular rate in compensatory time off or 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.

   b. The definition of overtime and the administration of the provisions of this paragraph shall be in accordance with Section 350-2 through Section 350-4(2) and Section 350-18 of the Milwaukee Code of Ordinances.

2. Show-Up Pay

   a. All employees 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 before completing two hours of work, shall be credited with two 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 such employees who report to work for an emergency overtime assignment at the direction of competent authority and who are officially excused before completing three hours of work shall be credited with three hours' pay at time and one-half; such credit shall be given in cash or compensatory time off in accordance with provisions of the Overtime ordinance.

   c. Provisions of this paragraph shall be administered in accordance with the Call-in

Pay section of the general ordinance.

3. ON-CALL PAY

a. An employee who is on an authorized on-call assignment outside his or her regularly scheduled work day, weekend day or holiday shall be compensated at the rate of one (1) hour in either compensatory time off or in cash, at the employee's discretion, 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 provided that he or she is available to perform necessary follow-up resulting from assignments or calls. In addition, for any time actually spent on authorized assignments or calls, the employee will be compensated at time and one-half in either compensatory time off or in cash at the employee's discretion. For purposes of this paragraph, the employee's initial election as to compensation, either in time off or in cash, shall be subject to the Department's ultimate determination as to which form of compensation shall be provided in light of the funding and staffing levels of the Department.

b. A cell phone shall be made available to each employee who is on an on-call assignment.

c. On-call assignments shall not exceed five (5) consecutive calendar days.

## ARTICLE 12

## *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 period for employees with less than 8 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 8 but less than 14 years of creditable service;
   c. Two (2) days per month with a maximum of 20 days per calendar year for employees with at least 14 but less than 23 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 23 years of creditable service.
2. Annual vacation time taken, except for separation from service as provided in 12.8, shall be limited to the maximums noted above.
3. An employee who receives "injury pay" or who takes military leave shall be allowed to accumulate vacation time at the rate prescribed for under 12.1 above.
4. Vacations shall be taken on a fiscal year basis rather than calendar year basis. For purposes of this Article, fiscal year shall be defined as Pay Periods 1-26 or 27 whichever is appropriate.
5. The City will schedule vacations in accordance with employee requests, consistent with departmental requirements. Conflicts in vacation selected each year by March 31 within each work unit shall be resolved by seniority provided, however, that employees who are involuntarily transferred shall maintain their previously selected vacation. For infrequent occurrences, vacation may be scheduled in two through four-hour blocks of time. 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. For purposes of this section, the definition of seniority shall be the same definition as stated in the REDUCTIONS IN FORCE Article.
6. Except as noted below, a vacation not taken in the fiscal year following the employee's

anniversary date of the fiscal year when it is earned is forfeited. An employee who works year-round may carry-over up to five days vacation entitlement into the following year. This vacation carry over shall be subject to scheduling procedures as determined by the department head. Vacation entitlement which is carried over shall be utilized within the first three (3) months of the year, unless a further extension is otherwise authorized by the department, at a time consistent with the requirements of department operations, taking into consideration the rights of employees who have scheduled vacation for the current year.

7. Eligibility for a vacation shall begin after the completion of twelve (12) months of actual service following appointment, but accumulations shall be retroactive to the time of appointment. 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.

8. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. Any employee who leaves the service of the City due to resignation, retirement, termination, discharge, layoff, or death will have the compensation for vacation time owed the City deducted from the final payroll. Any employee who leaves the service of the City due to resignation, retirement, layoff, or death, or who takes military leave, will be paid for earned vacation time that has accumulated. A discharged employee is not entitled to pay for accumulated vacation time.

9. The anniversary date for vacation eligibility will not change after an employee achieves regular Civil Service employment status. The freezing of the anniversary date for vacation eligibility purposes will neither diminish nor increase vacation days earned.

## ARTICLE 13

## *PERSONAL DAYS*

1. Employees on the payroll, those on leave of absence, or those who were working toward year-around employment as of January 1, 1969, and thereafter shall be entitled to two (2) work days off annually. Such off days shall be earned at the rate of 2/10 days for each month worked but the total time earned shall not exceed two days.
2. In lieu of a salary increase for calendar years 1983, 1984 and 1985, all employees shall earn additional personal days at the rate of 5/12 days for each month worked up to a maximum of five (5) additional personal days off annually.
3. Such off days may be scheduled and used in the same manner as vacation days with the approval of the department head.

## ARTICLE 14

## *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. The provisions of this paragraph shall not cover employees who receive extra pay in lieu of holidays.
6. The provisions of this paragraph shall not in any way abridge the City's right to schedule employees to work on recognized holidays.
7. Employees required to work on recognized holidays eligible for overtime and holiday pay will be compensated at a rate of one and one-half hours in compensatory time off or in cash for each such hour worked.
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 15

## *SICK LEAVE*

1. Eligibility
    a. Eligibility for sick leave shall begin after the completion of six months of actual service following regular appointment, but accumulations shall be retroactive to the time of regular appointment.
    b. Whenever an employee eligible for sick leave allowance leaves the service of one employing unit of the city government and accepts, by certification of transfer, service in a position in another employing unit of city government, obligations for any accumulated sick leave allowance shall be assumed by the new employing unit. Separation from service by resignation or for cause shall cancel all unused accumulated sick leave allowances. 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 is rehired by any city department within one year. Sick leave shall automatically terminate on the date of retirement of the employee.
2. Permanent full-time employees shall earn sick leave with pay at the rate of one and one-quarter (1-1/4) working days for each month of active service or 4.6 working hours for each two (2) weeks of active service. Employees who work an average of twenty (20) hours per week on a year-around 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 (2) weeks of service.
3. 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. The maximum sick leave accrual for all employees is capped at 120 days.
4. The City shall maintain and verify the official sick leave records. With advance notice the City may require employees to provide acceptable medical substantiation from a physician or health care professional referred by or working under the delegated authority of a physician or dentist for each absence, regardless of duration, if it is informed that the employee is misusing sick leave. Under such circumstances the City

shall not be responsible for the payment of any fee charged by the physician, except as otherwise provided in this Agreement.

5. When sick leave extends beyond three (3) consecutive work days acceptable medical substantiation from the employee's physician or health care professional working under the delegated authority of a physician or dentist certifying the nature and seriousness of the sickness or disability shall be furnished to the department head and to the City Service Commission.

6. The failure of the employee to comply with the above requirements shall permit the City to deny that employee the sick leave benefits provided herein for that instance of absence until such employee is in compliance with such requirement.

7. If an employee who has been paid sick leave effects a recovery from a third party for injuries which caused the necessity for such leave, the City shall have the right to recoup from the employee upon recovery of such funds a sum which represents the proportionate share which the sick leave benefit payment is of the total recovery compared with the total claim demanded by the employee from the third party. The sick leave account shall be restored accordingly.

8. Should the federal or state or any local unit of government enact or interpret legislation to confer non-taxable status upon payments made to an employee under the terms of this article, the City shall pay to the employee 80% of the employee's gross salary without tax deductions, provided, however, that the employee shall receive all pension and other benefits as if he/she had received full salary.

9. TWO HOUR PROVISION. Employees are eligible, consistent with departmental requirements that may be established from time to time, to take time off for medical and dental appointments up to three (3) times annually without charging Sick Leave. Time granted may not exceed two (2) hours per instance. An employee must work six months before being eligible for this benefit. Employees who average less than thirty-seven (37) hours per week are eligible for a total of three (3) hours for this purpose, not to exceed one (1) hour per instance or three (3) instances per year.

10. Sick Leave Control Incentive Program

    a. The Sick Leave Control Incentive Program shall be in effect beginning Trimester

1, 2010 and ending Trimester 3, 2011. Nothing herein shall be construed as requiring the City to continue the program for time periods through Pay Period 26, 2011.

b. The trimester periods for each calendar year are defined as follows:

Trimester 1 - Pay Period 1-9

Trimester 2 - Pay Period 10-18

Trimester 3 - Pay Period 19-26 or Pay Period 19-27, whichever is appropriate.

c. An employee shall be eligible for a trimester sick leave incentive benefit only if:

(1) During the full term of the trimester, the employee did not use any paid sick leave, did not receive injury pay (except in cases when the employee suffered a verifiable lost-time work-related injury and returned to work for the employee's next regularly scheduled work shift following the occurrence of the injury.), was not on an unpaid leave of absence, was not AWOL, was not tardy, was not suspended from duty for disciplinary reasons and did not take any unpaid time off the payroll; and

(2) During the full term of the trimester, the employee was in active service; and

(3) At the beginning of the trimester, the employee had an amount of earned and unused sick leave credit in his or her sick leave account of 15 days 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 or her sick leave account of 60 hours; and

(4) The employee was represented by the Union for at least 560 hours in the trimester period or in 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.

(5) During Trimesters 1 and 3 only, employees who work exclusively in School Nursing Only assignments shall not be disqualified by reason of taking an authorized unpaid leave of absence during periods of MPS

closure.

d. Except as provided in subsection 10.e., below, in a trimester period set forth in subsection a. and b., above, that an employee is eligible for a sick leave control incentive program (SLIP) benefit, the Department Head shall determine which one of the two types of SLIP benefits listed below the eligible employee shall receive (at the Department Head's discretion, the employee may make this determination in accordance with procedures established for that purpose by the Department head):

(1) A special sick leave incentive payment

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

(2) A special incentive leave

An employee receiving a special incentive leave, shall earn one eight-hour day off with pay. Such day off with pay earned in Trimester 1 or 2 must be used by the employee in the remainder of the fiscal year. A day off with pay earned in Trimester 3 may be used any time in the following fiscal year. An employee may use such day off with pay on a date he/she has requested provided the employee gives his or her supervisor reasonable advance notice of the date requested and the date is determined available by the supervisor in accordance with the needs of the Department. The processing of employee requests for time off earned

under the sick leave incentive control program shall be on a first-come, first-served basis. Decisions by the employee's supervisor with respect to the availability of the date the employee has requested shall be final. For purposes of this Article, fiscal year shall be defined as Pay Periods 1 through 26 or 27, whichever is appropriate.

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

(1) A special sick leave incentive payment

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

(2) A special incentive leave

An employee receiving a special incentive leave, shall earn one four-hour day off with pay. Such day off with pay earned in Trimester 1 or 2 must be used by the employee in the remainder of the fiscal year. A day off with pay earned in Trimester 3 may be used any time in the following fiscal year. An employee may use such day off with pay on a date the employee has requested provided the employee gives his or 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 16

### *DUTY INCURRED DISABILITY PAY*

1. An employee having regular City Service status who sustains an injury while performing within the scope of his employment, as provided by Wisconsin Worker's Compensation Act, shall receive injury pay in lieu of that portion of worker's compensation which he or she would have received for temporary total and/or temporary partial disability because of said injury for a maximum of 250 days during the course of the employee's lifetime work career.
2. The City shall pay the disabled employee injury pay in an amount equal to 70% of his/her gross pay or the last full check prior to the date of injury and adjusted for any applicable wage increases during the term of the injury. For employees with variable hours, the rate shall be the average for the previous month. The employee shall receive pension and other benefits as if he/she received full salary.
3. 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. Upon reimbursement to the City of injury pay benefits in a third-party claim or action, the City shall restore to the injury pay account of the employee the number of days for which the City was reimbursed.
4. This provision is entered into with the understanding that the injury pay amounts are not taxable to the employee for purposes of Federal or State Income Tax. For any taxable year in which such injury pay is taxable to the employee, the employee shall receive full salary as injury pay.

## ARTICLE 17

## *OWED TIME*

1. An employee who is officially excused before the end of his/her normal shift because of inclement weather conditions or because of 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.
2. Such "owed time" constitutes a debt of the employee to the City, and to the extent that the debt is not discharged by the employee's not working overtime assignments which he/she is offered without an acceptable excuse, the sum shall be deducted from the employee's pay for the period in which the overtime was offered to the employee. Any remainder of unpaid "owed time" shall be deducted from pay due to an employee at the time of termination or when the employee transfers to a new employing unit, as for instance, another bureau.
3. When an employee makes up "owed time," the rate of pay shall be at the appropriate overtime rate.

## ARTICLE 18

## *MILITARY LEAVES*

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

   a. Subject to the terms and conditions provided in subsections l.b. through l.d. of this article, below, employees shall be entitled to time off with pay when they are required to take a 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

      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. Permanent full-time employees of the City of Milwaukee shall receive full City pay during such leaves of absence but shall be required to turn all military pay received for duty covered under 1.a., up to a maximum equal to his/her City pay, over to the City and make no subsequent claim for it whatsoever; provided, however, those permanent full-time employees of the City of Milwaukee 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 16.18 and Section 63.37 of the Wisconsin Statutes (as they may be amended from time to time) shall receive full City pay plus all military pay for duty covered under 1.a.. Such deduction shall be administered so as not to reduce employee pension benefits.

d. Return to City Employment From Short-Term Military Leave

The time off with pay for short-term military leaves provided hereunder shall be granted only if the employee taking such leave reports back for City employment at the beginning of his/her 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 such employee's release from military duty.

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

a. Employees who enlist or are 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 Commanders-in-Chief thereof, shall be granted a leave of absence during the period of such service.

b. Upon completion and release from active duty under honorable conditions and subject to the terms and conditions provided in subsection 2.c., below, employees on military leaves of absence shall be reinstated into the positions they held at the time of taking such leave of absence or to a position of like seniority, status, pay and salary advancement, provided, however, that they are still qualified to perform the duties of their positions or similar positions.

c. The rights to reinstatement provided in subsection 2.b. of this article, above, 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) such employee's release from active duty from training after satisfactory service, or (ii) such employee's discharge from hospitalization incident to such active duty for training or one year after such employee's scheduled release from such training, whichever is earlier.

(b) All Other Active Duty

Subject to Section 673b, Title 10, United States Code, an employee not covered under subsection 2.c.(l)(a) of this article, above, 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 such employee's release from active duty, or (ii) such employee's discharge from hospitalization incident to such active duty for training or one year after such employee's scheduled release from such training, whichever is earlier.

For purposes of interpretation and construction of the provisions of subsections (a) and (b) of this section, 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 such active duty is not covered by subsection (l), above, shall, upon satisfactory completion of military service, make application for re-employment within 90 days after: (i) such employee's release from active duty, or (ii) such employee's discharge from hospitalization incident to

such active duty or one year after such 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 article fails to meet the requirements provided in this article, or the employee's military service is not covered under these two subsections, the City shall be under no obligation or requirement to reinstate such individual to City employment.

## ARTICLE 19

### *JURY DUTY LEAVE*

1. An employee 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 pay check, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such duty or service performed on off-duty days) for such duty or service. No greater amount of time off shall be granted than necessary, and in any case where an employee is called for jury duty and reports without receiving a jury assignment for that day or in a case where such employee is engaged in jury duty or service for a part of a day, he/she shall, if his/her City work is available, report for the performance of his/her City duties for the remainder of said day.

## ARTICLE 20

## *TERMINAL LEAVE PAY*

A lump sum payment limited to a maximum of 30 days accumulated and unused sick leave shall be paid as terminal leave to retiring employees.

## ARTICLE 21

## *FUNERAL LEAVE*

1. DEFINITIONS:
   a. "Funeral Leave" is defined as absence from duty because of either a death in the employee's immediate family or because of the death of the employee's grandparent.
   b. "Immediate family" is defined as the spouse, child, brother, sister, parent, mother-in-law, father-in-law, brother-in-law, sister-in-law or grandchild of the employee, whether or not such persons resided with the employee. The definition of "immediate family" shall include the employee's step-father, step-mother and step-children by virtue of his/her current spouse; during his/her lifetime, an employee's eligibility to use step-parent funeral leave benefits shall be limited to one step-father and one step-mother, regardless of the number of his/her step-parents. For purposes of this Article only, the definition of "immediate family" shall include registered domestic partners of City employees if registered as such by the City Clerk as provided under Chapter 111 of the Milwaukee Code of Ordinances. Effective Pay Period 2, 2005 for purposes of this Article only, spouse's siblings spouse shall be included 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 on or between the day of death and the fourth work day after the funeral.
3. In the case of a death of the employee's grandparent, the employee may use one work day with pay which shall be on or between the day of death and the first work day after the funeral.
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.

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

## ARTICLE 22

## *PENSION BENEFITS*

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

   a. 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 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.

In order to be eligible for this benefit the employee shall provide notice, of his or her intent to retire in 2010, to the Department Head or designee by August 31, 2010.

This provision shall expire December 31, 2010.

## ARTICLE 23

## *HEALTH AND DENTAL 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 2007-2009 City/Union Agreement.

   b. Health Maintenance Organization (HMO) Plans

      (1) Except as provided in subsection 23.1.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 23.1.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 23.1.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 any of the Prepaid Dental Plans.

d. Prepaid Dental Plans (PDP)

An employee shall have the right to select coverage under a Prepaid Dental Plan

(PDP) approved by the City in lieu of the coverage provided by the Basic Dental Plan. The benefits of the PDP Plan selected shall be as established by the provider of that PDP Plan.

e. 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 23.1.a. through 23.1.d. of this Article.

(4) The City, in conjunction with its insurance administrator, carrier, or provider shall have the right to develop and implement any other cost containment measures it deems necessary.

(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 B.

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 or a school nurse who works an average of 20 hours per week during the school year shall be entitled to health insurance benefits through either the Basic Plan or an HMO Plan at his/her option so long as he/she remains in active service.

b. An employee shall not be eligible for the benefits provided in subsection 23.1., of this Article, during the time period he/she is employed on a provisional, emergency, part-time (for purposes of this provision, an employee shall be termed a part-time employee when his/her normal hours of work average less than 20 hours per week), temporary, student-aide type or seasonal basis.

c. An employee in active service shall be entitled to Dental Plan benefits provided in subsection 23.1.c. or 23.1.d. of this Article 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 23.1.c. or 23.1.d. of this Article with the same enrollment status that they maintain for their health insurance benefits. An individual not in active service shall not be entitled to participate in the Dental Plan.

d. An employee in active service who commences receiving a duty disability retirement allowance during the term of this Agreement, as such allowance is defined in Section 36.05(3) of the ERS Act, shall be entitled to the benefits provided in subsections 23.1.a. or 23.1.b. of this Article for the term of this Agreement so long as he/she continues to receive such duty disability retirement allowance.

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 23.1.a. or 23.1.b. of this Article, during the term of this Agreement so long as he/she is at least age 60 and less than age 65. If an employee eligible for these benefits dies prior to attaining age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month prior to the month in which the deceased retiree would have attained age 65.

f. Commencing January 1, 1996, 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 23.1.a. or 23.1.b.

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 obtained age 65.

g. Effective January 1, 2010 through December 31, 2010, an employee in active service who retires during 2010 on a normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) including an allowance under sec. 36-05-1-d-3 of the City Charter, and elects to use the Bonus Year, as provided in sec. 36-04-1-f of the City Charter, to meet the minimum age for retirement eligibility or to add to the employee's creditable service, shall be entitled, if the employee has at least 15 years of creditable service, which may include the Bonus Year, to the benefits referenced in subsection 23.2.e, subject to the provisions of that section, or if the employee has at least 30 years of creditable service, which may include the Bonus Year, to the benefits referenced in subsection 23.2.f, subject to the provisions of that section, and shall be subject to the cost of coverage provisions under Article 23.3.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 23.2.e or f and shall be subject to the cost of coverage provisions under Article 23.3.c.(1) or (2).

h. Registered domestic partners of eligible City employees, if registered as such by the City Clerk as provided under Chapter 111 of the Milwaukee Code of Ordinance, 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.

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 23.5., 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 23.5 and 23.6, 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 23.3.a.(1)(b)i., above, for each adult covered by the plan (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.

iii. For an employee in the single plan and for an employee and his or her spouse (if applicable) in the family plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be $75.00 per month for single enrollment when an employee's enrollment status is single and $150.00 per month for family enrollment when an employee's enrollment status is family.

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

(2) For Employees Enrolled in a Health Maintenance Organization Plan for calendar years 2010 and 2011.

(a) Except as provided in subsection 23.5., 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 single enrollment in the HMO Plan elected of 100% of the respective calendar year monthly subscriber cost of enrollment in the HMO offered by the City pursuant to subsection 23.1.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 23.1.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 23.5, belowan 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 23.5 and 23.6, 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 23.3.a.(2)(c)i., above, for each adult (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.

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

(d) In addition to the amounts specified in subsections 23.3.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. The City's contribution towards the cost of maintaining the benefits during this period shall be as provided for in subsection 23.3.a. of this Article. 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 120 calendar days to become eligible for another six-month extension of the health insurance coverage benefits provided hereunder. This provision shall not cover retirees (including disability retirements).

b. For Employees Receiving a Duty Disability Retirement Allowance

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 23.3.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 23.2.e. or 23.2.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 23.2.e. or 23.2.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 23.1.a. or 23.1.b, above, having the lowest single enrollment subscriber cost for retirees to the City. For eligible employees under subsections 23.2.e. or 23.2.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 23.1.a. or 23.1.b, above, having the lowest family enrollment subscriber cost for retirees to the City. If the per capita subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the retiree shall have the amount of excess cost deducted from his/her pension check. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for single enrollment for retirees in an HMO Plan of 100% of the monthly subscriber

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

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. For an eligible employee whose normal hours of work average 20 hours per week on a year round basis or who works half-time during the school year, 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 employee shall have the amount of such excess cost deducted from his/her pay check on a monthly basis.

5. 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 or who works half-time during the school year shall contribute the following amount toward meeting the subscriber cost in the Health 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 23.3.a.(1), above; or

b. An employee enrolled in a HMO Plan with single enrollment status shall contribute an amount equal to twenty-five (25%) percent of the City contribution toward meeting the cost of the single premium of the HMO Plan elected as provided under subsection 23.3.a.(2), above; or

c. An employee enrolled in a HMO Plan with family enrollment status shall contribute an amount equal to forty (40%) percent of the City contribution toward meeting the cost of the family premium of the HMO Plan elected as provided under subsection 23.3.a.(2), above.

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

6. Effective the first full calendar month following implementation of the annual HRA in addition to the employee contribution specified in subsections 23.3.a.(1) and (2), above, a half-time 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 23.5, 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 23.l. 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 23.3., 23.4. and 23.5., 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 23.3, 23.4, and 23.5 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 23.1. of this Article, 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 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.

e. 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%.

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 23.3.c.(1), above, 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 23.1.a. or 23.1.b. of this Article, is a City retiree receiving City Health Insurance benefits, the coverage shall be limited to one family plan.

h. For an employee who retires after January 1, 1991, if more than one City retiree is a member of the same family, as the term, "family" is defined in the provisions of the Plans defined in subsections 23.1.a. or 23.1.b. of this Article, the retiree coverage provided by the City shall be limited to one plan.

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

10. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in subsections 23.1.a. or 23.1.b. of this Article, 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 subscriber cost associated with their coverage is the same subscriber cost applicable to active employees represented by the SEIU Healthcare District 1199 W/UP as such rates may be from time to time. This provision shall be applicable only during the first twelve (12) months of each authorized leave of absence, layoff, or suspension.

11. There shall be a 270-day waiting period for pre-existing conditions for the benefits provided by the Basic Plan.

12. Effective Date

Except where specifically provided otherwise herein, the provisions of this Article shall be in force and effect beginning January 1, 2010, and ending December 31, 2011.

## ARTICLE 24

## *LIFE INSURANCE*

1. Amount of Coverage

   a. Base Coverage. The amount of base coverage to which an employee under age 65 is eligible shall be equal to the employee's annual base salary to the next higher thousand dollars of earnings.

   b. Optional Coverage. No later than 30 days prior to the date established by the City, an employee in active service or who after that date retires on disability and under the age of 65 eligible for and taking base coverage, shall be eligible to apply for supplemental coverage, at his/her option in increments of $1,000 to a maximum of either 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings or $100,000, whichever is greater. This coverage shall be made available to eligible employees applying for supplemental coverage no later than 30 days prior to the date established by the City and annually thereafter during periods of open enrollment.

   c. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for 100% of annual base salary on the day immediately preceding his/her 65th birthday is entitled shall be reduced by 33 1/3% on his/her sixty-fifth (65th) birthday and, by an additional 16 2/3% on his/her seventieth (70th) birthday. "Employee" shall have the meaning given in S350-25(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 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 Ordinances.

2. Cost of Life Insurance Coverage

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

3. Administration of the provisions of this article shall be in accordance with Sections 350-25(1) to 350-25(11) of the Milwaukee Code of Ordinances.

## ARTICLE 25

### *TUITION AND TEXTBOOK 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 subsection 3. and 4., below, the City shall provide the employee reimbursement of tuition, laboratory fees, required textbooks, for approved courses of study and registration fees for approved conventions, seminars and conferences up to an annual calendar year maximum reimbursement of $1,200 for calendar years 2010 and 2011. The City shall provide reimbursement up to $110 per calendar year from the above applicable maximum reimbursement amount to be used for professional fees.

3. In order for the employee's courses of study or registration for conventions, seminars or conferences to qualify for reimbursement under subsection 2., above, the following criteria must be satisfied:

    a. All coursework and related homework, conventions, seminars or conferences 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.

    c. Courses must be taken at accredited institutions or schools currently approved by the Department of Employee Relations.

    d. Any portion of the tuition maximum may be used for courses which are less than three weeks in duration that are approved by management.

    e. An employee must submit an application for reimbursement to a City-designated administrator on a form provided by the City and all receipts for tuition and required textbooks within eight (8) weeks of the last course date. Any changes in the request for reimbursement must be reported to the Department of

Employee Relations within one week of the change.

f. An employee shall submit the official grade report to a City-designated administrator within eight (8) weeks of the successful completion of the approved course. An approved course of study shall be deemed successfully completed if:

(l) 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 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 criteria in Article 25.3, payment will be deducted from the employee's paycheck.

6. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.

7. The Employee Relations Director shall administer this program in accordance with practices established for the City's general reimbursement program.

## ARTICLE 26

## *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.)
2. An employee eligible for reimbursement 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 City Comptroller. The department head of the agency for which the private automobile expense was incurred shall approve and attest to the accuracy and reasonableness of each mileage report submitted. 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. The City shall not require information regarding personal miles driven, however, the City Comptroller shall require the employee's record of mileage with the following information per trip: date, place, business purpose, odometer readings as well as business mileage driven per trip and any other information as amended by IRS as determined by the City Comptroller.
3. 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.
4. An employee who is required to have a private automobile available for use on city business and is assigned to the Zeidler Municipal Building or AIDS Resource Center shall have the option to elect to receive either a permit to park in certain City lots on a

space available basis or to receive an amount of $35.00 a month to be paid toward parking. Such employee shall be allowed to change his/her option once per year during a time period designated by the Business Operations Manager or within thirty days he/she receives a different assignment.

5. Employees may use up to two hours for emergency automobile repairs occurring during work hours caused by vehicle breakdown commencing during the course of employment on the same day as the repairs. Any normal maintenance activities are not included.

## ARTICLE 27

## *VOLUNTARY POLITICAL CHECK-OFF*

1. Effective the next pay period following the execution date of this Agreement, the City shall, during each pay period during the term of this Agreement, deduct from the biweekly earnings of employees in the bargaining unit, the employees' voluntary political contribution, and submit said deduction to the Union on a biweekly basis. The political check form shall be as provided by the Union and in compliance with Federal Election Commission requirements.

## ARTICLE 28

## *PART-TIME EMPLOYEES*

1. Definition: A half-time employee is an employee in active service whose normal hours of work average 20 hours per week on a year-round basis or a school nurse who works an average of 20 hours per week during the school year.

2. Half-time employees shall be eligible for the following benefits, but only when and to the extent provided in this Agreement:

   a. Automobile Allowance for the months in which driving occurs for official city business.

   b. An Education Day of up to 8 hours with pay per calendar year. Cost for institute not exceeding $65 per calendar year will be reimbursed.

   c. Funeral Leave on a prorata basis.

   d. Health and Dental Insurance. A half-time employee's contribution toward payment of Health premiums shall be as specified in Article 23, Section 5.

   e. Holidays on a pro rata basis. If a nurse does not work during the summer months, Easter or Christmas time, the holidays that occur during these leaves are not paid to the employee; also if holidays occur immediately before leave of absence (LOA) or immediately prior to return from LOA, they are not paid to the employee. Effective calendar year 2000, if a nurse does not work during the summer months, Easter or Christmas time, the holidays that occur during these leaves are not paid to the employee. In addition, if a holiday occurs immediately before leave of absence (LOA) or immediately prior to return from LOA, such holiday is not paid to the employee except as follows: there shall be no reduction for holidays occurring during the course of employment of a regularly appointed employee if said employee has been regularly at work for at least two days during the calendar week in which the holiday occurred, provided, however, that no holiday pay shall be allowed in any cases where such holiday occurred within, or immediately before, or immediately after, period of disciplinary suspension or unauthorized absence. An absence shall be considered to be authorized only if the employee in question has duly reported his absence and

has been duly excused. A holiday which falls on a Friday or on a Monday shall be considered to be immediately before, or immediately after, the adjacent Monday or Friday for purposes of interpreting this paragraph. An employee who is on sick leave with pay or on vacation with pay shall be regarded as being regularly at work for purposes of interpreting this paragraph. Nothing herein shall be construed to deny holiday pay to any employee who has served the employee's regular time on the working day immediately before, and on the working day immediately following said holiday.

f. Overtime (over 8 hours per day or over 40 hours per week)

g. Personal Days provided under Section 4 of the Personal Days Article of this Agreement on a pro rata basis in lieu of past salary increase and one personal day off on a pro rata basis. Half-time employees assigned to schools will be allowed to take one personal day in each calendar year during school sessions provided that the vacation criteria are met.

h. Salary Increments and Across-the Board Increases. Effective Pay Period 1, 2000, one year of creditable service shall be based on completion of 26 pay periods. Absence or absences from work without pay for any cause for 10 or more work days in the aggregate shall defer salary advancement for one additional pay period for each such 10 days' absence.

i. Shift, Weekend and Holiday Differential. Same benefit as full-time employees provided the employee works an eight-hour shift and meets the other criteria specified for full-time employees.

j. Sick Leave on a pro rata basis.

k. Tuition and Textbook benefits on a pro-rata basis.

l. Uniform Allowance Same benefit as full-time nurses.

m. Vacations on a pro rata basis. Effective Pay Period 1, 2000, one year of creditable service shall be based on completion of 26 pay periods. Employees assigned to the Adolescent School Health Program shall be allowed to take one vacation day in each school year when school is in session, and up to five vacation days in each school year on days when school is not in session provided

that the vacation criteria is met.

n. Workers' Compensation

3. During the term of this Agreement, benefit eligibility for employees whose normal hours of work average more than 20 but less than 40 hours per week on a year-round or school-year basis shall be determined on the same basis as it was determined by the City during the term of the 1986 City/Staff Nurses Council labor agreement, except as follows:

a. Eligibility for Health and Dental benefits as described in Article 23, Section 2, herein.

b. Funeral Leave on a pro rata basis.

c. Personal Days provided under Section 4 of the Personal Days Article of this Agreement on a pro-rata basis in lieu of past salary increase and one personal day off on a pro-rata basis. Part-time employees assigned to schools will be allowed to take one personal day in each calendar year during school sessions provided that the vacation criteria are met.

d. Shift, Weekend and Holiday Differential. Same benefits as full-time employees provided the employee works an eight-hour shift and meets the other criteria specified for full-time employees.

e. Tuition and Textbook benefits on a pro rata basis.

f. Vacations earned on a pro rata basis. Effective Pay Period 1, 2000, one year of creditable service shall be based on completion of 26 pay periods. Employees assigned to the Adolescent Health Program shall be allowed to take one vacation day in each school year when school is in session, and up to five vacation days in each school year on days when school is not in session provided that the vacation criteria is met.

g. Automobile Allowance benefits same as full-time employees specified in Article 26 of this Agreement.

h. Uniform Allowance benefits same as full-time employees.

i. Salary Increments and Across-the-Board Increases. Effective Pay Period 1, 2000, one year of creditable service shall be based on completion of 26 pay

periods. Absence or absences from work without pay for any cause for 10 or more work days in the aggregate shall defer salary advancement for one additional pay period for each such 10 days' absence.

j. Holidays on a pro rata basis. If a nurse does not work during the summer months, Easter or Christmas time, the holidays that occur during these leaves are not paid to the employee; also if holidays occur immediately before leave of absence (LOA) or immediately prior to return from LOA, they are not paid to the employee. Effective calendar year 2000, if a nurse does not work during the summer months, Easter or Christmas time, the holidays that occur during these leaves are not paid to the employee. In addition, if a holiday occurs immediately before leave of absence (LOA) or immediately prior to return from LOA, such holiday is not paid to the employee except as follows: there shall be no reduction for holidays occurring during the course of employment of a regularly appointed employee if said employee has been regularly at work for at least two days during the calendar week in which the holiday occurred, provided, however, that no holiday pay shall be allowed in any cases where such holiday occurred within, or immediately before, or immediately after, period of disciplinary suspension or unauthorized absence. An absence shall be considered to be authorized only if the employee in question has duly reported his absence and has been duly excused. A holiday which falls on a Friday or on a Monday shall be considered to be immediately before, or immediately after, the adjacent Monday or Friday for purposes of interpreting this paragraph. An employee who is on sick leave with pay or on vacation with pay shall be regarded as being regularly at work for purposes of interpreting this paragraph. Nothing herein shall be construed to deny holiday pay to any employee who has served the employee's regular time on the working day immediately before, and on the working day immediately following said holiday.

4. Eligibility for the above benefits shall be confined to the actual employment period.

## ARTICLE 29

## *DISCIPLINE*

Any discipline imposed on any employee shall be for just cause.

## ARTICLE 30

## *REDUCTIONS IN FORCE*

1. Seniority for layoff purposes is the relative status of an employee based upon continuous bargaining unit seniority commencing with his/her most recent appointment date to a classification within the bargaining unit provided, however, that any current bargaining unit employee who promotes or has promoted to a management or supervisory position in the Health Department, shall retain all his/her accrued Union bargaining unit seniority as above defined but shall not continue to accumulate seniority while in a non-bargaining unit position.
2. Effective Pay Period 1, 2010 thru Pay Period 26, 2010, there shall be no layoffs of bargaining unit employees with the exception of seasonal layoffs, layoffs due to loss of grant funding, or layoffs due to loss of reimbursement for specific programs or positions. This provision shall expire at the end of Pay Period 26, 2010.
3. Should the City find it necessary to effect a reduction in its work force (layoff) involving a classification represented by the Union, it shall give the Union president the maximum notice practicable of its intentions.
4. When layoffs are occasioned by emergency or Act of God, or when the duration thereof is not expected to exceed thirty (30) working days, the provisions hereof regarding selection of personnel for layoff shall not apply but shall be solely within the discretion of the City.
5. When it becomes necessary to reduce the workforce in a particular classification, the employee in that classification with the least seniority shall be laid off.
6. A person holding a managerial and/or supervisory position in the Health Department who has retained Union bargaining unit seniority may displace the least senior employee within the bargaining unit holding a position in a classification that the returning supervisor/manager previously held if:
    a. The returning employee has more seniority;
    b. The returning employee meets the minimum job requirements of the classification of the employee with lesser seniority; and
    c. The classification to which the returning employee transfers or bumps to is in the

same or lower pay range than pay range of the current classification of the returning employee.

7. Seniority shall be broken if an employee:
   a. Retires;
   b. Resigns from City employment;
   c. Is discharged;
   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 set forth above with regard to retained seniority.
8. Recall of a laid-off employee shall be by application of seniority in reverse order of layoff.
9. Employees having the same starting date shall have their seniority status determined by their examination grade or their equivalent and where grades do not prevail, seniority shall be determined by the earliest month and day of birth in the calendar year and where day of birth does not prevail, seniority shall be determined by the earliest year of birth.

## ARTICLE 31

### *EDUCATIONAL DAYS WITH PAY*

The following criterion will be followed for approving Educational Day With Pay for nurses represented by SEIU District 1199W/UP:

1. Must be employed for a six-month period of time.
2. Must plan to continue employment. If plans are to leave employment within the next 30 days, the educational day, with pay, will not be granted.
3. Full time nurses are given 16 hours with pay per calendar year.
4. Half time nurses are given 8 hours with pay per calendar year.
5. Three-quarter time nurses are given 15 hours with pay per calendar year, or time not to exceed usual hours worked for one day. Example: Summer hours- 4.5 hours worked. Therefore, only 4.5 hours will be paid.
6. If institute extends beyond 16 hours, a vacation or personal day will have to be used for the third day, etc.
7. Must request educational day at least two weeks in advance.
8. Coverage for assignment must be available.
9. At least 50% of all nurses within his/her health center must be scheduled to work on the day(s) the educational day(s) are requested to be taken.
10. Educational days must relate to the job or the specific nurse's area of responsibility. Conventions are usually not considered as institutes unless specific educational course is provided as part of the convention.
11. Requests should be submitted to the Department Head designee via duplicate H1014 and the announcement or flyer relating to the institute. Supervisors will indicate on request form if employee meets these guidelines.
12. Cost of meals and transportation will be assumed by the employee.
13. Cost for institute not exceeding $75 per calendar year will be reimbursed. Cost in excess of the maximum allowed per calendar year will be assumed by the employee. Requests for payment require completion of "Statement of Expenses Incurred for City of Milwaukee," CBP-211.

## ARTICLE 32

### *THEFT, VANDALISM AND LOSS REIMBURSEMENT COMMITTEE*

The City shall reimburse employees for net loss (after insurance payment, if any) to automobiles, equipment or personal items resulting from theft, vandalism, loss or other damage incurred during the course of employment. Subject to arbitration, this provision shall be administered by a Reimbursement Committee, consisting of 2 persons appointed by the City Labor Negotiator and 2 persons appointed by the Union. Reimbursement for losses resulting exclusively from negligence on the part of the employee shall not be approved and reimbursement for losses resulting in part from same may be proportionately approved, based upon the amount of employee negligence. This does not relieve the employee of the responsibility to carry insurance pursuant to current City practice. In the event an employee does not have collision coverage, the City shall in no case be liable for more than $1,500 car damage or loss.

## ARTICLE 33

## *SAFETY*

1. The City shall provide a safe place for the employees and their belongings.

2. Assistance in Assault Cases

Employees shall report all cases of assault suffered by them in connection with their employment to their supervisors and director in writing. The City shall forward a copy of such report to the Union.

An employee who has been assaulted must file a report against the assailant. The police shall be called immediately by the immediate supervisor so that the police may properly investigate and find witnesses to the act.

No employee shall be required to subject himself/herself to any clear and imminent danger to the employee's safety.

In situations where the employee has been personally injured or threatened, the Department Head or designee shall review the case to determine what action should be taken to protect the employee.

## ARTICLE 34

## *PREMIUM PAY FOR CERTAIN JOB ASSIGNMENTS*

1. A Public Health Nurse shall be eligible for the premium pay provided hereunder if and so long as:

   a. He/she is assigned to one of the following job assignments: Health Center Coordinator, Charge Nurse/STD Clinic, Charge Nurse/TB Clinic, Charge Nurse/Family Health Clinic, Lead Program Coordinator, PHN Coordinator-Adolescent Community Health Program (ACHP), PHN Coordinator-Well Women's Program and PHN Coordinator-Immunization.

   b. He/she is assigned by the Department Head or designee either:

      (1) on a non-temporary and full-time basis to one of the assignments listed in subsection 1a, above; or

      (2) on a temporary and full-time basis to one of the assignments listed in subsection 1a, above provided he/she is assigned to assume the full responsibilities of the assignment.

2. The City shall pay a premium of $45.00 biweekly to Public Health Nurses who meet the eligibility requirements set forth in subsection 1, above. This premium payment shall be granted for all non-overtime hours paid during a biweekly pay period; the premium shall be prorated if the non-overtime hours paid in a biweekly pay period are less than 80.

## ARTICLE 35

## *POSTING OF CERTAIN JOB ASSIGNMENTS AND TRANSFER REQUESTS*

1. Posting of Certain Job Assignments.

   a. The City will continue its current practice to post the following assignments, and any others which the parties may from time to time agree upon, in writing:

      STD Clinic, including Charge Nurse
      TBCC Clinic, including Charge Nurse
      Coordinators, including Health Center, Lead (PB), Adolescent Community Health Program (ACHP), and Well Women's Program
      Family Health Clinic, including Charge Nurse
      Immunization (IAP)
      HIV Women's Project

      Any of the above assignments will not be posted if they are included in a generalized district nursing assignment.

   b. Such posting shall be displayed at each health center (currently SSHC, NWHC, KHC and Zeidler), and shall also be sent to the SNC President by inter office mail. As a courtesy the City will agree to send, via email, a copy of Job Postings and Transfer Requests to the SEIU Office.

   c. The City will place a written record of the interview in the respective Bureau personnel file of each employee who had interviewed for the above listed vacant assignment. Such record shall include the reason(s) for which the employee was or was not selected.

   d. If no employee indicates interest in the posted assignment or if the City determines that no employee who has indicated interest meets the City's needs for such assignment, then the City may consider and hire an outside candidate for such assignment. If the City reassigns a current employee to a posted position the affected employee shall be notified fifteen (15) working days before the reassignment.

   e. If, in management's judgment, two or more employees equally meet the City's needs for such assignment, seniority will be the deciding factor between the employees.

2. Transfer Requests For Non-Posted Assignments. At any time, a non-probationary

employee may forward a written request to the Health Department Personnel Office for transfer to a non-posted Public Health Nurse (PHN) assignment or location. When the City determines to fill a vacancy on a non-temporary basis, the Department Head or designee will determine and consider all relevant factors relating to the filling of the vacant assignment and employee transfer requests on file. If two or more employees equally fulfill the factors as determined by the Department Head or designee, seniority will be the deciding factor.

## ARTICLE 36

## *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 37

## *PROFESSIONAL PRACTICES COMMITTEE*

The Professional Practices Committee (PPC) and Director of Nursing or designee and relevant Health Department Manager as determined by the Department shall meet bimonthly. The committee will set a preliminary agenda for its next meeting at the end of the meeting. Either party may add to the agenda within 5 working days prior to each meeting. The committee will meet at a mutually agreeable time and location during working hours.

## ARTICLE 38

## *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 39

## *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 not conflict with the specific provisions of this Agreement shall remain in force and effect.

## ARTICLE 40

### *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 41

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

A Joint City-Union Early Intervention Program shall be established in accordance with the September 19, 1995 agreement between the City and the Union.

## ARTICLE 42

## *MISCELLANEOUS*

1. RN License Reimbursement

   The City shall reimburse an employee up to $40.00 biannually for the cost of renewing a State of Wisconsin Registered Nurse license during the course of his/her employment with the City. The City may require proof of payment. Payments shall be made as soon as administratively practicable. An employee who leaves the service within 6 months of receiving this reimbursement shall have the amount reimbursed deducted from his/her pay check.

2. Blood Donations

   With departmental approval, employees are entitled to donate blood on paid time during their regularly scheduled work shifts.

3. Convention Days

   Employees who are members of professional health care organizations may attend up to two (2) convention days annually, on paid time, consistent with departmental requirements that may be established from time to time.

4. Labor Management Committee

   During the term of the 2010-2011 Agreement there shall be a Labor Management Committee.

## ARTICLE 43

## *SAVINGS CLAUSE*

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

## ARTICLE 44

## *AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT*

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

## ARTICLE 45

## *ENTIRE AGREEMENT*

The foregoing together with side letters constitutes the entire agreement between the parties and no verbal statement shall supersede any of its provisions.

Witness the hands and seals of the parties hereto this_____day of_____2009

CITY OF MILWAUKEE:

BY: _____
Thomas Berger
Business Representative

BY: _____
Maria L. Monteagudo
Director of Employee Relations

_____
Troy M. Hamblin
City Labor Negotiator

FOR STAFF NURSES' COUNCIL

_____
Judy Thorsheim
President

_____
Nicole M. Fleck
Labor Relations Officer

_____
Wanda Frazier
Chairperson, Negotiations Committee

FOR THE CITY:

_____
Mary Ann Kiecpczynski
Council Representative

_____
Tom Barrett
Mayor

_____
Polly Belcher
Council Representative

_____
Willie L. Hines Jr.
President, Common Council

_____
William Rice
Council Representative

_____
Ronald D. Leonhardt
City Clerk

_____
Michael Murphy, Alderman
Chairman
Finance and Personnel Committee

07-09WC
labr/stfnurse

_____
W. Martin Morics
City Comptroller

SIGNATURES

## APPENDIX A

## 2010 and 2011 Rates of Pay

**<u>Effective Pay Period 14, 2009 (June 28, 2009),</u> the biweekly rates of pay are as follows:**

Pay Range 666

Official Rate – Biweekly

| | | | | | |
|---|---|---|---|---|---|
| $1,769.98 | $1,840.50 | $1,913.85 | $1,990.11 | $2,069.44 | $2,110.87 |
| $2,171.86 | | | | | |

Public Health Nurse

Pay Range 670

Official Rate – Biweekly

| | | | | | |
|---|---|---|---|---|---|
| $2,149.34 | $2,232.89 | $2,319.67 | $2,409.86 | $2,503.57 | $2,600.94 |

Nurse Practitioner

**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. The City has agreed that two of the nine union members on the Wellness and Prevention Committee shall be Milwaukee District Council 48, AFSCME members as determined by District Council 48, two of the nine union members on the Wellness and Prevention Committee shall be Milwaukee Police Association (MPA) members as determined by the MPA, one of the nine members on the Wellness and Prevention Committee shall be a Milwaukee Professional Firefighters' Association Local 215 member as determined by Local 215, and one of the nine members on the Wellness and Prevention Committee shall be a member from either Local 494 Electrical group or the Milwaukee Building and Construction Trades Council (MBCTC) to be jointly determined by Local 494 Electrical Group and MBCTC. The City has agreed that one of the nine members shall be a member from SEIU Healthcare District 1199 as determined by SEIU. The City has agreed 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.

October 5, 2005

Ms. Judy Thorsheim
President
Staff Nurses' Council
2106 N. 58th Street
Milwaukee, WI 53208

Dear Ms. Thorsheim:

During the course of the 1997-1998 contract negotiations between the City of Milwaukee and the Staff Nurses' Council the parties reached an agreement concerning the matter of residency.

It was agreed to by the parties that the following shall apply:

> "During the life of the contract, the City will not discharge for violation of the residency rule any of the nurses who continue to live in their present residence outside of the boundaries of the City of Milwaukee."

As of this date, the above language affects one nurse only: Marcia Hinstorff.

It is the City's understanding that the above language accurately reflects the agreement reached by the parties and will continue for the duration of the 2004-2006 Agreement.

Sincerely,

David A. Kwiatkowski
City Labor Negotiator

October 5, 2005

Ms. Judy Thorsheim
President
Staff Nurses' Council
2106 N. 58th Street
Milwaukee, WI 53203

Dear Ms. Thorsheim:

This letter confirms the parties understanding that the Department shall permit a full-time nurse on a school assignment who is scheduled to work overtime at a school on the observed City holiday of Christmas eve or the third Monday in January to have the choice of compensatory time off or cash, provided money is available in the Department's overtime budget. This letter shall be non-precedential and shall not be used by either party in any future matter other than for the application or enforcement of the above provisions of this letter.

Sincerely,

David A. Kwiatkowski
City Labor Negotiator

_____

Accepted
Judy Thorsheim

October 5, 2005

Ms. Judy Thorsheim
President
Staff Nurses' Council
2106 N. 58th Street
Milwaukee, WI 53203

Dear Ms. Thorsheim:

This letter is to confirm our understanding that to enhance communication between the City and the Union, the City will notify the Union as soon as administratively practicable of any temporary or emergency appointment of a Public Health Nurse.

Sincerely,

David A. Kwiatkowski
City Labor Negotiator

October 5, 2005

Ms. Judy Thorsheim
President
Staff Nurses' Council
2106 N. 58th Street
Milwaukee, Wisconsin 53203

Dear Ms. Thorsheim:

This letter is to confirm our understanding relating to Article 15.10 of the City/Union labor agreement. The City agrees to that each instance of City authorized unpaid time taken off by an employee for union business that was of six or less working days duration shall not disqualify such employee from eligibility for sick leave incentive benefits provided that the hours of such instances total 160 hours or less during a trimester as defined in the Agreement he/she meets all the remaining SLIP eligibility criteria defined in Article 15.10.

Sincerely,

David A. Kwiatkowski
City Labor Negotiator

October 5, 2005

Ms. Judy Thorsheim
President
Staff Nurses' Council
2106 N. 58th Street
Milwaukee, Wisconsin 53203

Dear Ms. Thorsheim:

This letter is to confirm that the Health Department will provide the Union president with new job descriptions when generalized nursing assignment job descriptions are revised or when new positions are authorized to be filled by the Common Council.

Sincerely,

David A. Kwiatkowski
City Labor Negotiator

# AGREEMENT
# Between
# CITY OF MILWAUKEE
# and
# SEIU HEALTHCARE DISTRICT 1199
# WISCONSIN/STAFF NURSES COUNCIL

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

MEMORANDUM OF UNDERSTANDING
Between
SEIU HEALTHCARE DISTRICT 1199 WISCONSIN/STAFF NURSES COUNCIL
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 SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council (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 SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council, 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 the SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council | City of Milwaukee Negotiating Team |
|---|---|
| | |
| | |
| | |
| | |
| | |

**AGREEMENT BETWEEN CITY OF MILWAUKEE**
**and**
**SEIU HEALTHCARE DISTRICT 1199 WISCONSIN/STAFF NURSES COUNCIL**
**2010-2011**

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City of Milwaukee

Department of Employee Relations

Tom Barrett
Mayor

Maria Monteagudo
Director

Michael Brady
Employee Benefits Director

Troy M. Hamblin
Labor Negotiator

November 30, 2009

Mr. Thomas G. Berger, Union Representative
SEIU Healthcare District 1199WI
4513 Vernon Blvd., Suite 300
Madison, WI 53705

Re: Pay Step Advancement Letter Dated June 3, 2009

Dear Mr. Berger:

Per the settlement agreement for the 2007-2009 Agreement between the City of Milwaukee and SEIU, Staff Nurses' Council, the City agrees to withdraw the letter dated June 3, 2009 regarding pay step advancement.

Sincerely,

Troy M. Hamblin
Labor Negotiator

cc: File

TMH:lk

WithdrawStepLetter_SEIU_TB_11 30 2009.doc
LABR/STFNURSE

District 1199 Wisconsin
SEIUHealthcare®
United for Quality Care

SERVICE EMPLOYEES INTERNATIONAL UNION, CIO, CTW
4513 VERNON BLVD, SUITE 300
MADISON, WI 53705-4993
(608) 277-1199 • FAX (608) 270-2025 • TOLL FREE (888) 285-1199
www.seiu1199wi.org

November 19, 2009

Mr. Troy M. Hamblin, Labor Negotiator
City of Milwaukee
200 East Wells St., Room 706
Milwaukee, WI 53202

Re: Ratification of 07-09 and 10-11 labor agreements

Dear Mr. Hamblin:

As noted in a voice mail I left you, the labor agreements were ratified Nov. 17. We look forward to finalizing and executing the labor agreements and to moving forward toward an improved labor relations atmosphere for SEIU Healthcare District 1199WI/Staff Nurses Council members employed by the City of Milwaukee Health Department.

On behalf of the bargaining team I offer a thank you to your and your staff for their professionalism. As this is the first SEIU/SNC labor agreement with the City of Milwaukee, we celebrate these settlements and look forward to the future, together.

Sincerely,
SEIU Healthcare District 1199WI
Tom Berger/KB

Thomas G. Berger
Staff Representative

CERTIFIED MAIL: 7006 0810 0004 9434 9298

Cc: SNC Executive Board
SNC Bargaining Team
Dian Palmer, SEIU1199WI President
File

'09 NOV 30 PM 1:58

Memorandum of Understanding between
City of Milwaukee and
SEIU Healthcare District 1199 Wisconsin

Effective upon the date the Health Department implements its Dress Code Policy for all Health Department employees, the Health Department of the City of Milwaukee will discontinue its November 14, 1996 uniform policy for Public Health Nurses and Nurse Practitioners, discontinue its requirement that Public Health Nurses and Nurse Practitioners wear uniforms and discontinue the causal day option on Fridays for Public Health Nurses and Nurse Practitioners. Unless the SEIU Healthcare District 1199 Wisconsin is notified otherwise by the City, the Health Department will implement its Dress Code Policy for all Health Department employees on February 1, 2008.

In view of these changes in policy, the City of Milwaukee (City) and SEIU Healthcare District 1199 Wisconsin (Union) agree to the following:

1. Article 27, Uniform Allowance, of the 2004-2006-labor agreement shall be eliminated in its entirety as of December 31, 2007.

2. Effective Pay Period 1, 2008 and implemented at the time the successor labor agreement to the 2004-2006 labor agreement is implemented, six dollars and ninety-two cents ($6.92) shall be added to the biweekly pay rate of all the pay steps in the Public Health Nurse and Nurse Practitioner pay range, after any across-the-board increases have been applied in Pay Period 1, 2008.

3. Dated: February 12, 2008

| UNION REPRESENTATIVES | CITY REPRESENTATIVES |
|---|---|
| Nan Palmer | |
| Judy Horstein, Pres | Elizabeth F. Schmitt |
| William Lee | |
| | |

**NOTICES SENT TO FOR FILE NUMBER: 070009**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Maria Monteagudo | Dept. of Employee Relations | 12/9/09 | | |
| Troy Hamblin | Labor Negotiator | 12/9/09 | | |
| | | | | |
| | | | | |
| | |

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 070019 **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 Local #195, International Brotherhood of Electrical Workers, AFL-CIO.

**Sponsors:** THE CHAIR

**Indexes:** AGREEMENTS, LABOR CONTRACTS

**Attachments:** Dept. of Employee Relations Introduction Cover Letter, Cover Letter from Dept of Employee Relations, Fiscal Note 2007-2009, Fiscal note 2010-2011, Summary Wage and Fringe benefits 2007-2009, Summary Wage and Fringe benefits 2010-2011, Agreement 2007-2009, Agreement 2010-2011, Pay Step Advancement Letter and Letter from Local Uion 195, 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 | | |
| 12/9/2009 | 0 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |
| 12/10/2009 | 1 | CITY CLERK | DRAFT SUBMITTED | | |



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**Number**
070019
**Version**
SUBSTITUTE 1
**Reference**

**Sponsor**
THE CHAIR
**Title**
Substitute resolution to ratify and confirm the final agreements between the City of Milwaukee and Local #195, International Brotherhood of Electrical Workers, AFL-CIO.
**Analysis**

The purpose of this resolution is to confer common council approval, ratification and confirmation on memoranda of understanding between the City of Milwaukee negotiating team and Local #195, International Brotherhood of Electrical Workers, AFL-CIO covering wages, hours and conditions of employment for the time periods commencing January 1, 2007, through December 31, 2009 and January 1, 2010, through December 31, 2011.

**Body**
Whereas, The total agreements between the city negotiating team and Local #195, International Brotherhood of Electrical Workers, AFL-CIO, for the time periods commencing January 1, 2007, through December 31, 2009 and January 1, 2010, through December 31, 2011 have been reduced to writing; and

Whereas, The memoranda of understanding embodying the agreements reached by the parties to such negotiations, copies of which are attached to Common Council File No. 070019 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. 070019 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 Local #195, International Brotherhood of Electrical Workers, AFL-CIO be approved; and, be it

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

Further Resolved, That the proper city officials are hereby authorized and directed to execute formal contracts between the City of Milwaukee and Local #195, International Brotherhood of Electrical Workers, AFL-CIO which reflect the terms of the agreements; and, be it

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

Further Resolved, That such sums as are necessary for the implementation of the aforementioned



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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:
070019 res
labr/LO-195/2007-2009/07-09,10-11 Implementation



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City of Milwaukee

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

Office of the Comptroller

December 14, 2009

Ref: Pay Admin

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

Dear Committee Members:

Re: Common Council File No. 070019

I have reviewed the fiscal note in the above file, which reports the impact of the wage agreement prepared by the Labor Negotiator for Local 195-International Brotherhood of Electrical Workers 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:

| | Year 1 | Year 2 | Year 3 |
|---|---|---|---|
| Salaries – Base pay | $ 19,150 | $ 33,863 | $ 53,813 |
| Salary Rollups – Workers' Comp, Unemploy. Comp, Terminal Leave, Overtime, and Group Life | 3,290 | 5,817 | 9,244 |
| Pension & FICA | 2,518 | 4,453 | 7,076 |
| Health Ins. Contribution | - - - | - - - | (1,920) |
| Pension Changes and Sunset for Military | 967 | 982 | 1,002 |
| Health Plan Co-Pays | - - - | - - - | (1,807) |
| **Total Contract Costs:** | **$ 25,925** | **$ 45,115** | $ **67,408** |

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

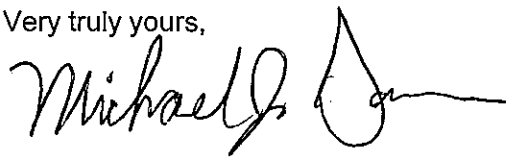
| | Year 1 | Year 2 |
|---|---|---|
| Salaries – Base pay | $ - - - | $ - - - |
| Salary Rollups – Workers' Comp, Unemploy. Comp, Terminal Leave, Overtime, and Group Life | - - - | - - - |
| Pension & FICA | - - - | - - - |
| Early Retirement | 68,000 | - - - |
| Wellness Program | 8,190 | - - - |
| Employee Pension Contributions | (2,236) | (4,472) |
| **Total Contract Costs:** | **$ 73,954** | **$ (4,472)** |

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 36, 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 electrical workers 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 3 workers. Using a three year average for hires, the savings for the pension contributions are significant enough to report.

Due to the timing of this contract's settlement, the Wellness Program expenditures could not reasonably be borne in 2009, instead my office found it prudent to place these expenditures in 2010.

Very truly yours,



W. MARTIN MORICS
Comptroller

WMM:JB
UN23 IBEW-local 195 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 Fighers' 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

December 10, 2009

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

Dear Committee Members:

Re: Common Council File #070019

Agreements on Memoranda of Understandings have been reached between the City Negotiating Team and Local #195, International Brotherhood of Electrical Workers, AFL-CIO. The Memoranda of Understandings cover wages, hours and conditions of employment for the periods commencing January 1, 2007 through December 31, 2009, and January 1, 2010 through December 31, 2011.

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

It is recommended that the attached resolution be approved.

Sincerely,

Troy M. Hamblin
City Labor Negotiator

Attachments

NMF:lcs
F&P_TA-Lo-195_07-11
labr/LO-195/07-09, 10-11 Implementation

DER-VERS (9/97)

# CITY OF MILWAUKEE FISCAL NOTE

CC-170(REV.6/86)

**A) Date:** 12-10-09

**File Number:** 070019

Original Fiscal Note ■ Substitute Γ

**Subject:** Resolution to ratify and confirm the 2007-2009 final Agreement between the City of Milwaukee and Local #195, International Brotherhood of Electrical Workers, AFL-CIO.

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

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

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

| E) Purpose | Specify Type/Use | Account | Expenditure | Revenue | Savings |
|---|---|---|---|---|---|
| Salaries/Wages: | | | 110,851 | | |
| Pensions: | | | 17,627 | | |
| Health Ins: | | | | | 3,727 |
| Life Ins: | | | 574 | | |
| Equip Repair: | | | | | |
| Other: | | | | | |
| | | | | | |
| **Totals** | | | $129,052 | | $3,727 |

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**.

| | | |
|---|---|---|
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 3-5 Years | |

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

Costs of $78,477 and savings of $14,909 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 Γ

DER-VERS (9/97)

# CITY OF MILWAUKEE FISCAL NOTE

CC-170(REV.6/86)

**A) Date:** 12-10-09

**File Number:** 070019

Original Fiscal Note ■ Substitute Γ

**Subject:** Resolution to ratify and confirm the 2010-2011 final Agreement between the City of Milwaukee and Local #195, International Brotherhood of Electrical Workers, AFL-CIO.

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

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

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

| E) Purpose | Specify Type/Use | Account | Expenditure | Revenue | Savings |
|---|---|---|---|---|---|
| Salaries/Wages: | | | | | |
| Pensions: | | | 68,000 | | |
| Health Ins: | | | | | |
| Life Ins: | | | | | |
| Equip Repair: | | | | | |
| Other: | | | | | |
| | | | | | |
| **Totals** | | | $68,000 | | |

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**.

| | | |
|---|---|---|
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 3-5 Years | |

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

Costs of $68,000 will recur on an annual basis during the period of amortization of this cost. An estimated savings of $0 recur during 2010 and 2011 due to the elimination of pay step advancement.

H) Computations used in arriving at fiscal estimate:

Current staffing levels.

Please list any comments on reverse side and check here Γ

**Summary of Wage and Fringe Benefit Modifications in the Tentative Agreement Between the City of Milwaukee and Local #195, International Brotherhood of Electrical Workers, AFL-CIO Three-year Agreement CC# 070019**

1. Duration, Article 1: Three year: January 1, 2007 through December 31, 2009.

2. Base Salary, Article 17:

    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 37:

    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 23.3.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 23.5 of this Agreement

4. <u>Pension Benefits, Article 36:</u>

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 27:

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

   b. 27.8.c.(3) – Effective upon the execution date of the agreement, change balance of earned and unused sick leave from thirty (30) days to fifteen (15) days.

6. Layoffs:

   The City agrees that there will be no layoffs of Lo. 195 employees from October 9, 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. City Letter:

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

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

NMF/LK
LABR/LO-195/2007-2009/07-09, 10-11 Implementation

**Summary of Wage and Fringe Benefit Modifications in the Tentative Agreement Between the City of Milwaukee and Local #195, International Brotherhood of Electrical Workers, AFL-CIO Two-year Agreement CC# 070019**

1. Duration, Article 1: Two year: January 1, 2010 through December 31, 2011.

2. Base Salary, Article 17:

    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.
        - This provision shall expire at the end of Pay Period 26, 2011.

3. Pension Benefits, Article 36:

    a. Effective 1/1/2010 through 12/31/2011 employees who retire from active service on a normal service retirement during the term of the Agreement shall receive a 2% COLA increase after the first twelve months of retirement.
        - This provision shall expire 12/31/2011.

    b. Employees who retire from active service between 1/1/2010 and 12/31/2010 on a normal service retirement shall be eligible for a bonus year. That year may be, at the discretion of the employee, added to either age, for eligibility qualification, or years of service. The bonus year may be split into portions no smaller than full months and used for a combination of age and service not to exceed 12 months in total. If the bonus year is used as an additional year of service credit the total years of service cannot exceed 35, and will not be used to break the 70% cap. In order to be eligible for this benefit, employees must provide notice only of their intent to retire during 2010 to their Department head or designee by August 31, 2010.
        - This provision shall expire 12/31/2010.

    c. Employee's hired on or after 1/1/2010 shall be required to pay member contributions equal to 5.5%.

4. Health Insurance, Article 37:

   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 37.2.e and costs under subsection 37.3.c.(1) or (2).

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

5. Sick Leave, Article 27:

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

6. Layoffs:

   The City agrees that there will be no layoffs of Lo. 195 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.

NMF/LK
LABR/LO-195/2007-2009/07-09, 10-11 Implementation

AGREEMENT BETWEEN THE

CITY OF MILWAUKEE AND

LOCAL #195,

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

Effective January 1, 2007

PREAMBLE

THIS AGREEMENT, is made and entered into at Milwaukee, Wisconsin, pursuant to the provisions of Section 111.70, Wisconsin Statutes, by and between the CITY OF MILWAUKEE, a municipal corporation, as municipal employer, hereinafter referred to as "City" and LOCAL #195, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, as the representative of certain employees who are employed by the City of Milwaukee, shall be treated as one party and hereinafter referred to as "Union".

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

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

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

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

It is intended by the parties hereto that the employer-employee relationship which

exists now and has heretofore existed by and between the City and the members of the Union, who are employed by the City, shall continue to be the same in the event this Agreement is terminated or by virtue of its terms becomes terminated.

## ARTICLE 1

## *DURATION OF AGREEMENT AND TIMETABLE*

1.1. This Agreement shall be in effect beginning at 12:01 A.M. on January 1, 2007, and ending at 12:01 A.M. on January 1, 2010, unless both parties agree to extend it beyond that date.

1.2. Within 30 calendar days following the execution date of this Agreement, 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 beginning 30 calendar days following the date such notice is provided.

## ARTICLE 2

## *NEGOTIATIONS*

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

## ARTICLE 3

## *SUBORDINATE TO CHARTER*

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

## ARTICLE 4

## *ORDINANCE AND RESOLUTION REFERENCE*

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

## ARTICLE 5

## *NOTICES*

5.1. All notices required to be sent by the Union to the City shall be in writing and sent by certified mail to the City Labor Negotiator.

5.2. All notices to be sent by the City to the Union shall be in writing and sent by certified mail to the President of the Union.

5.3. Subject to their mutual consent, the City and the Union may waive the certified mail requirement provided above where they deem it appropriate.

## ARTICLE 6

## *MANAGEMENT RIGHTS*

6.1. The Union recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. Any power or authority which the City has not officially abridged, delegated or modified by this Agreement is retained by the City.

6.2. The Union recognizes the exclusive right of the City to establish reasonable work rules. The City will notify the Union in advance of changes in written work rules except in emergencies. Any dispute with respect to these work rules shall not in any way be subject to final and binding arbitration, but any dispute with respect to the reasonableness of a work rule involving matters primarily related to wages, hours, and conditions of employment may be subject to final and binding arbitration and in such cases the arbitrator's decision shall be strictly limited to a determination of reasonableness. This provision is intended to expand but not to limit the right to arbitration set forth elsewhere in this Contract.

6.3. The City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.

6.4. The City has the right to schedule and assign regular and overtime work as required.

6.5. The City reserves the right to discipline or discharge for cause.

6.6. The Union recognizes that every incidental duty connected with an operation enumerated in a job description is not always specifically described, nevertheless, it is intended that all such duties shall be performed by the employee.

6.7. The City reserves the right to layoff for lack of work or funds, or the occurrence of conditions beyond the control of the City, or where the continuation of work would be wasteful and unproductive.

6.8. 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. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union or to discriminate against any of its members.

The City agrees to a timely notification and discussion in advance of the implementation of any proposed contracting or subcontracting.

The City agrees it will not lay off any employees who have completed their probationary period and who have regular civil service status at the time of the execution of this agreement because of the exercise of this contracting or subcontracting right except in the event of an emergency, strike or work stoppage, or essential public need where it is uneconomical for City employees to perform this work. The economies above will not be based upon the wage rates of the employees of the contractor or subcontractor, and provided it shall not be considered a layoff if the employee is transferred or given other duties at the same pay.

6.9. The fact that an employee is in, or may become in a laid-off status shall not prevent the City from exercising its right to contract or subcontract work as long as the contracting or subcontracting does not cause the layoff of an employee or cause the elimination of the job the employee performed.

6.10. When City departments are merged or separated, 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 7

## *RECOGNITION*

7.1. The City recognizes the Union as the exclusive collective bargaining agent for the appropriate certified bargaining unit and as the certified representative for those employees in this bargaining unit occupying the classifications as defined in the appropriate "Certifications of Representatives" promulgated by the Wisconsin Employment Relations Commission. 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.

## ARTICLE 8

## *UNION NEGOTIATING COMMITTEE*

8.1. The Union shall advise the City of the names of its negotiators. One or more representatives from the Union shall be paid their regular base salary up to a combined maximum of 120 work-hours for time spent in attendance at official negotiating meetings between the City and the Union as directed by the President of the Union. No payment will be made for time outside the representatives' normal work day and in no event will payment be made for time in excess of eight hours per day. Reasonable travel time from site of employment to site of meeting will be allowed.

8.2. The names of the duly chosen representatives of the bargaining unit shall be submitted to the City Labor Negotiator sufficiently in advance of regularly scheduled negotiating meetings to permit notification of the appropriate City departments.

8.3. The City Labor Negotiator shall interpret and administer the provisions of this section.

## ARTICLE 9

## *NON-DISCRIMINATION*

9.1. The parties agree that there shall be no discrimination against any bargaining unit member because of race, color, creed, sex, age, nationality, political affiliation, religious affiliation, sexual preference or handicap.

## ARTICLE 10

## *LIMITATIONS UPON UNION ACTIVITY*

10.1. No Union member or officer shall conduct any Union business on City time except as specified in this Agreement.

10.2. No Union meeting shall be held on City time.

## ARTICLE 11

## *DUES & FAIR SHARE DEDUCTIONS*

11.1. An employee may authorize the City to deduct Union dues from their paycheck by executing an authorization card and submitting it to a City designated administrator. The check-off shall become effective two (2) pay periods after filing.

11.2. 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.

11.3. The City will deduct from the biweekly earnings of all employees represented by the Union who have not authorized dues deductions by dues deduction cards, a fair share amount that is equal to that part of the monthly dues certified by the Union as the dues deduction uniformly required of all members of 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.

11.4. The Union shall file a report with the Division of Labor Relations certifying the amount of the employee dues deduction that is uniformly required of all employees represented by the Union. Changes in uniform employee dues or fair share amounts to be deducted shall be certified by the Union and filed with the Division of Labor Relations at least four (4) weeks before the start of the pay period the changed deduction is to be effective.

11.5. The dues or fair-share deduction will be made to the Union which represents the employee the majority of their time in the pay period. If the time is equal, the dues or fair-share deduction will be made to the Union representing the employee the majority of time in the last week of the pay period.

11.6. 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.

11.7. 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.

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

## ARTICLE 12

## *PROHIBITION OF STRIKES AND LOCKOUTS*

12.1. The Union shall neither cause nor counsel its members, to strike, nor shall it in any manner cause them either directly or indirectly to commit any concerted acts of work stoppage, slowdown, or refusal to perform any customarily assigned duties for the City. However, whether or not the Union is liable for such acts or actions, any employee who commits any of the acts prohibited in this section may be subject to the following penalties:

a. Discharge as provided for by law.

b. Other disciplinary action as may be applicable to the employee.

c. Loss of all compensation, vacation benefits, and holiday pay as determined by the City.

12.2. 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. Such notification by the Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of the City. In the event that a wildcat strike occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue orders and/or take action shall be considered in determining whether or not the Union caused, directly or indirectly, the strike.

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

12.4. In the event a dispute arises between the parties with respect to whether or not the Union has caused or authorized, either directly or indirectly, a strike, acts of work stoppage, slowdown, refusal to perform any customarily assigned duties, or in the event of a dispute arising as to whether or not the City has locked out employees, the disputes shall be determined in final and binding arbitration as set forth in this Agreement.

## ARTICLE 13

## *DISCIPLINE*

13.1. 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.

13.2. Notice for non-emergency disciplinary situations shall not be subject to the provisions of Article 5 of this Agreement, requiring "certified mail," but shall be given, if during business hours, by the most expeditious means, to the President of the Union. Thereafter the notice is to be confirmed in writing within twenty-four (24) hours and if not during normal business hours, notice shall be given or confirmed on the next business day.

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

## ARTICLE 14

## *GRIEVANCE PROCEDURE*

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

14.2. Step One. An employee who has a grievance shall first present the grievance orally to the employee's immediate supervisor, either alone or accompanied by a Union representative, within ten (10) working days of the occurrence of the incident leading to the grievance.

14.3. Step Two. If the grievance is not settled at the first step, it shall be reduced to writing and presented to the Division Head or his/her designee within ten (10) working days of the completion of Step One. Within ten (10) working days of his/her receipt of the written grievance initiation, the Division Head or his/her designee shall furnish the employee and the Union with a written answer to the grievance, except that, in cases where the Division Head or his/her designee determines that a meeting with the Union regarding the grievance is desirable, the time limit for a written response shall be ten (10) working days from the date of such meeting.

14.4. Step Three. If the grievance is not settled at the second step, the Union may appeal in writing within ten (10) working days of the receipt of the second step answer to the Department Head or his/her designee, who shall confer with the aggrieved and the Union and notify the aggrieved and the Union of a decision in writing within ten (10) working days from the date of such meeting.

14.5. When a grievance meeting is held at the third step of the grievance procedure, a named employee who has filed a grievance, and the Union official or representative whose presence for the purpose of giving testimony is required, shall be given notice of at least twenty-four (24) hours before a meeting is held unless the grievant and the Union waive the requirement of this notice.

14.6. If a Union grievance is not settled at the third step, or if any grievance filled by the City cannot be satisfactorily resolved by conference with appropriate representatives

of the Union, either party may proceed to the next step as provided.

14.7. Step Four. If the answer of the Department Head or his/her designee upon a matter which can be submitted to final and binding arbitration is unsatisfactory to the Union, and the Union advances the grievance to arbitration in writing within 30 days of the Step 3 answer, it shall be reviewed at a meeting between the Labor Negotiator and the Director of the Union or their designees held periodically for that purpose within 30 working days from the Union's request to proceed to arbitration. The designated participants in the meeting shall be empowered to settle the grievance and no step in the arbitration process shall occur until the meeting has occurred or the parties by written agreement have waived such meeting.

14.8. All written grievance appeals shall set forth the provision of the Agreement under which the grievance was filed.

## ARTICLE 15

## *ARBITRATION PROCEDURE*

15.1. No item or issue may be the subject of arbitration unless arbitration is requested in writing within 90 working days following the action or occurrence which gives rise to the issue to be arbitrated.

15.2. Arbitration may be initiated by the Union serving upon the City a notice, in writing, of its intent to proceed to arbitration. The notice shall identify the contract provision upon which it relies, the grievance or grievances, the department, and the employees involved.

15.3. Unless the parties, within five working days following the receipt of the written notice agree upon an arbitrator, either party may, in writing, request the Wisconsin Employment Relations Commission to submit a list of five arbitrators to both parties. The parties shall within five working days of the receipt of the list meet for the purpose of selecting the arbitrator by alternately striking names from the list until one name remains.

15.4. Whenever one of the parties deems the issue to be of such significance as to warrant a panel of three arbitrators, each party shall, within five working days of the request to proceed to arbitration, appoint one arbitrator and the two arbitrators so appointed shall agree on a neutral person to serve as the third arbitrator and chairperson, who shall be selected in the manner and in the time specified for the selection of a single arbitrator.

15.5. For purposes of brevity, the term "arbitrator", shall refer either to a single arbitrator or a panel of arbitrators, as the case may be.

15.6. The following subjects shall not be submitted to arbitration:

a. Provisions of the Agreement which relate to or in any manner affect the obligations of the City as expressed or intended by the provisions of Chapter 65, Wisconsin Statutes.

b. The statutory or charter obligations which are by law delegated to the Common Council

c. The elimination or discontinuance of any job, except as provided in the contracting and subcontracting provision of this Agreement.

d. Any pension matter.

e. Disputes or differences regarding the classification of positions, promotion of employees, and elimination of positions.

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

15.7. No issue shall be subject to arbitration unless the issue results from an action or occurrence which takes place following the execution of this Agreement. In the event that this Agreement is terminated or breached for any reason, rights to arbitration shall cease. This provision, however, shall not affect any arbitration proceeding which was properly commenced prior to the expiration or termination of this Agreement.

15.8. 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.

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

the dispute submitted to arbitration.

15.10. No award of any arbitrator may be retroactive for a period greater than 90 working days prior to the formal request for arbitration as herein provided, nor shall it cover or include any period prior to the date of execution of this Agreement.

15.11. The arbitrator shall neither add to, detract from, nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.

15.12. The arbitrator shall expressly be confined to the precise issue submitted for arbitration and shall not submit declarations of opinion which are not essential in reaching the determination of the question submitted unless requested to do so by the parties. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator within sixty (60) working days after the notice of appointment unless the parties to this Agreement shall extend the period in writing by mutual consent.

15.13. All expenses involved in the arbitration proceeding shall be borne equally by the parties. Expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with the proceeding shall be borne by the party at whose request the witnesses or depositions are required.

## ARTICLE 16

## *SENIORITY FOR LAYOFF PURPOSES*

16.1. Seniority for layoff purposes is defined as the relative status of an employee in a particular job title represented by the Union based upon the employee's regular appointment date to such job title or the date he/she transferred to such job on a City Service Commission approved transfer, to which will be added, in case of a reduction of an affected employee to a lower classification represented by the Union, the seniority the affected employee had in that other job title represented by the Union.

16.2 Effective October 9, 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.

16.3. For the purpose of layoff, up to three (3) officers of the Union (the president and two additional officers designated by the Union) shall have seniority preference over all other employees in their particular job and job title within the department.

16.4. Upon a reduction in supervisory and/or managerial positions, a supervisory or managerial employee affected may be returned to a job title they previously held in a bargaining unit. An employee promoted to a management or supervisory position after May 15, 1973, from a position within the certified bargaining unit, shall continue to accumulate seniority for not more than a maximum period of two calendar years. Thereafter, they shall retain, but not continue to accumulate, seniority while in a management or supervisory position. For an employee promoted prior to May 15, 1973, the employee would receive their seniority as a member of the bargaining unit plus their seniority as a management or supervisory employee of the City for not less than two years if earned, or a period equal to one-half of their seniority as a managerial or supervisory employee in excess of two years up to a maximum of eight years.

16.5. Should the City find it necessary to effect a reduction in its work force, it shall give the Union notice and in no case less than four (4) weeks prior to the effective date of

the layoff of the initially affected employees. The City and the Union shall meet within three (3) working days of the notice to discuss layoffs. The City, at this meeting, shall provide the Union with a current seniority list of the department. At this meeting, the Union will identify those employees who are subject to the terms of 16.3, above.

16.6. When layoffs are occasioned by an emergency or when the duration is not expected to exceed twenty (20) working days, the foregoing provisions regarding notice and the rules hereinafter set forth shall not apply. In such cases, the City shall notify the Union immediately of the situation and shall meet with the Union within three (3) working days to fully apprise it of its reasons for the layoff and its expected duration.

16.7. When layoffs are occasioned by seasonal fluctuations, the provisions of 16.5 and 16.6 as regards to notice by the City and the requirements of meeting with the Union shall not apply.

16.8. 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 lay off or recall employees out of their order of seniority for a period of up to twenty (20) work days.

16.9. When it becomes necessary to reduce the work force in a particular job, the employee with the least seniority in the job title shall be laid off and bump the least senior employee holding a job title which the affected employee previously 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.

16.10. Breaks in Seniority

a. Union bargaining unit seniority shall be broken when an employee:

(1) Retires;

(2) Resigns from City Service;

(3) Is discharged and the discharge is not reversed;

(4) Is terminated during his/her initial probationary period;

(5) Is not recalled from a layoff for a period of three (3) years if the layoff results in a discontinuation of the employee's service with the City;

(6) Is not recalled from a layoff for a period of seven (7) years if, during the layoff, the employee's service with the City is continuous;

(7) Is recalled from a layoff and does not report for work within three (3) calendar weeks;

(8) Does not return at the expiration of a leave of absence.

(9) 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.

b. Classification seniority shall be broken when an employee:

(1) Is terminated during a probationary period;

(2) Is voluntarily or involuntarily demoted; or

(3) Is not recalled from a layoff for a period of three (3) years if during the layoff the employee's service with the City is continuous.

In case of (2), above, if the employee is reinstated or promoted to the position from which he/she was demoted, the date of such reinstatement or promotion shall become the employee's classification seniority date unless otherwise determined by the City Service Commission. Seniority in a lower classification shall not be affected by demotion from a higher classification.

16.11. An affected employee who bumps to a position in a lower pay range held by an employee with less seniority shall be paid at the normal maximum of the pay range in which the job falls. In no event shall an employee, by application of this provision, be paid in excess of the rate of pay they were earning prior to their reduction.

16.12. When an employee who has been reduced in rank from a position they previously held, is recalled to a job classification in a pay level above their current position but lower than the pay levels of the original position, they will be paid at a rate nearest

the rate paid in the original position. In no event shall an employee by application of this clause, be paid in excess of the rate of pay they were earning prior to their reduction. This paragraph will not apply to the laborer and other related positions now covered by the "time in grade" rules for positions affected by seasonal fluctuations.

16.13. Recall to the job a laid-off employee held 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 they held at the time of their layoff again becomes available.

16.14. Employees in an affected job and job title having the same starting date shall have their seniority status determined by their examination rank on the eligible list and where ranks do not prevail, seniority shall be determined by lot at the Department of Employee Relations with a Union representative present.

16.15. An employee hired on an exempt basis by the City directly into a manpower program or training project, such as the Comprehensive Employment Training Act, which depends for its continued existence on the availability to the City of federal or state funds is not to be regarded as subject to the protection of the provisions of this Article.

16.16. An employee hired or promoted by the City on a regular appointment basis under City Service Commission rules and regulations into a program or project which depends for its continued existence on the availability to the City of federal or state funds shall be regarded as subject to the protection of the provisions of this Article. An employee who is transferred into one of these programs or projects who has attained City Service status at the time of entry into the program or project shall continue to accrue seniority during the course of their service in the program or project and shall be regarded as subject to the protection of the provisions of this Article. Any new program or project which depends for its continued existence on the availability to the City of federal or state funds shall be subject to the protection of the provisions of this article upon mutual consent of the City and the Union.

16.17. Except for employees in positions covered by subsection 16.4., above, employees

covered by this Agreement from and after January 1, 1991, shall not be bumped by an employee outside of the Union bargaining unit and shall not have bumping and recall rights to positions outside the Union bargaining unit.

## ARTICLE 17

## *BASE SALARY*

17.1. The biweekly base salary paid to an employee in classifications covered by this Agreement shall be as set forth in Appendix A as attached. The rates in Appendix A effective Pay Period 1, 2007 shall reflect a 2% across the board increase over Pay Period 26, 2006 wage rates; the rates effective Pay Period 1, 2008 shall reflect a 1% across the board increase over Pay Period 26, 2007 wage rates; the rates effective Pay Period 14, 2008 shall reflect a 1% across the board increase over Pay Period 13, 2008 wage rates; the rate effective Pay Period 1, 2009 shall reflect a 1% across the board increase over Pay Period 26, 2008 wage rates, and the rate effective Pay Period 14, 2009 shall reflect a 1% across the board increase over Pay Period 13, 2009 wage rates.

17.2. The base salary of an employee shall be paid biweekly and shall be in compensation for the full performance of the regularly scheduled hours of work for the given biweekly pay period in accordance with Article 17 of this Agreement.

17.3. 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.

17.4. An employee who is promoted to the Bridge Operator Lead Worker job classification shall receive a new salary anniversary date.

17.5. The City reserves the right to make corrections of errors to the salary ordinance, if any are found.

17.6. In the event the City discontinues the remote control operations on a permanent basis, an eight dollar biweekly amount shall be subtracted and eliminated from the base salary of Pay Ranges 704 and 710.

17.7. 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 the 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.

17.8 Within 60 days following the execution date of the 2007-2009 City/Union Agreement, all employees who are capable of maintaining a financial relationship with a banking institution shall participate in direct deposit of pay checks.

## ARTICLE 18

## *SPECIAL PAY PRACTICES*

18.1. An employee assigned to the maintenance crew on a full-day basis, will be paid a premium of $0.50 per hour for the period of such assignment.

## ARTICLE 19

## *HOURS OF WORK*

19.1. The normal work day for an employee covered by this Agreement shall be eight (8) consecutive hours per calendar day. 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 establishment of rotating or shortened work periods.

19.2. The normal work week shall consist of five (5) calendar days. Where departmental operations require work on Saturdays and Sundays, this work shall not constitute overtime work as defined in Article 20 of this Agreement. The City shall have the right to change an employee's work schedule and/or assigned shift and such work shall not constitute overtime work as defined in Article 20 so long as any changes are arranged in advance. "Arranged in Advance" means that an affected employee is notified of the change in their work schedule not less than 48 hours before the start of the changed shift, and not later than quitting time of the last regular shift preceding the scheduled change.

19.3. "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 and time lost due to civil emergencies by employees who were ready, willing, and able to report to work.

19.4. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, per week, or for any other period of time except as may be specifically provided.

19.5. The starting times for employees will be as published by the Infrastructure Services Division-Bridge Operations/Maintenance Unit.

## ARTICLE 20

## *OVERTIME*

20.1. Overtime means authorized work performed outside the regularly scheduled 8-hour shift or in excess of the regularly scheduled 40-hour week as defined in Article 19 of this Agreement, which, within established limits, is compensated for in extra time off or in extra pay. Overtime compensation will only be paid for time actually worked.

20.2. It is the intention of the City to incorporate into this labor agreement the overtime pay benefits which are provided to employees and the terms and conditions under which they are administered. If there is a conflict between the terms of this article and a City Ordinance pertaining to overtime pay in effect at the time this contract is ratified, the City resolves to settle that conflict in a manner that would not cause a diminution of this benefit.

20.3. All employees in the bargaining unit shall be eligible for overtime compensation.

20.4. Overtime compensation shall be as follows:

a. Compensatory Time:

(1) Overtime will be compensated for at the rate of one and one-half (1.5) times the overtime hours actually worked in compensatory time off, except where cash overtime is appropriate as set forth in section (b), below.

(2) The accumulated credit for each employee at no time shall exceed 120 hours worked which is the equivalent on a time and one-half (1.5) basis to 180 hours to be taken off.

b. Cash Overtime:

Cash overtime may be authorized by the Commissioner of Public Works at his discretion and paid at the rate of 1.5 times the actual overtime hours worked for operating and Maintenance employees of the Department of Public Works.

c. Special Overtime Compensation:

For non-scheduled overtime hours which the employee is required to work on Sundays and on normal City holidays designated in this Agreement, the

employee shall be compensated at the rate of one and three quarters (1.75) times regular base salary in compensatory time off or in cash. Non-scheduled overtime is an overtime work assignment that is not "arranged in advance" as defined in section 19.2, Hours of work. Hours of work affected by this paragraph shall be those which fall on a Sunday or a normal City Holiday.

20.5. The Department head or designee shall have the authority to schedule all overtime work to be performed consistent with the provisions of this Article. The City shall have the authority to reduce compensatory time balances.

20.6. Application of the provisions of this Article shall not involve pyramiding of overtime.

20.7. Any payments made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.

## ARTICLE 21

## *SHIFT AND WEEKEND DIFFERENTIAL*

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

a. Second Shift: $0.40 per hour.

b. Third Shift: $0.45 per hour.

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

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

21.4. An employee performing work under Article 20 of this Agreement shall not receive shift or weekend differential pay for the same hours regardless of the period worked.

## ARTICLE 22

## *CALL-IN PAY*

22.1. An employee, who reports for work at a regularly assigned time and who is officially excused and sent home due to lack of work or inclement weather before completing two (2) hours of work shall be credited with two (2) hours of pay at their straight time rate.

22.2. An employee who reports to work on a day other than Sunday or a holiday for an emergency overtime assignment at the direction of competent authority, and who is officially excused before completing three (3) hours of work, shall be credited with three (3) hours of pay at time and one-half (1.5); such credit shall be given in cash or compensatory time off in accordance with Article 20 of this Agreement.

22.3. An employee who is required to work emergency overtime hours on a Sunday or a holiday at the direction of competent authority, and who is officially excused before completing three (3) hours of work shall be credited with three (3) hours of pay at time and three quarters (1.75); such credit shall be given in cash or compensatory time off in accordance with Article 20.

## ARTICLE 23

## *TERMINAL LEAVE*

23.1. 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.

23.2. 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.

23.3. Terminal Leave Compensation benefits shall be made as soon as administratively possible after the employee's effective date of retirement.

23.4. An employee shall receive Terminal Leave Compensation only once during their lifetime.

## ARTICLE 24

## *CLOTHING ALLOWANCE*

24.1. Losses, including claims pending on the date of this contract, limited to $500.00 for wearing apparel or tools, sustained by members of the bargaining unit will be considered for reimbursement by a committee of three (3) selected by the Commissioner of Public Works.

24.2. The City will provide a combined clothing and boot allowance as follows:

Bridge Operators - $80.

Bridge Operators assigned to the Maintenance Crew - $110.

These allowances shall be paid as soon as administratively practicable after December 3lst of each calendar year. An employee must be on the payroll a minimum of eight (8) calendar weeks in a year in order to qualify for this allowance. An employee shall only receive one clothing allowance per year.

24.3. All bargaining unit employees shall procure a pair of boots to be worn during the performance of such duties as cleaning pits. The City may require that the employee wear the pair of boots while engaged in the performance of the duties for which the boots were intended. Maintenance of the pair of boots shall be the responsibility of the employee.

## ARTICLE 25

## *SAFETY SHOE ALLOWANCE PROGRAM*

25.1. All employees in the Union who are required to wear an approved safety shoe must comply with the following requirements and procedures before a safety shoe allowance can be granted:

a. One pair of safety shoes (Classifications USAS Z41.1-1991/75 or the newest ANSI or USAS number identified by the City) must be purchased before the safety shoe allowance can be granted.

b. At least one of the two shoes must be legibly stamped ANSI or USAS Z41.1-1991/75 or with the newest ANSI or USAS number identified by the City.

c. A dated receipt bearing the name of the employee which clearly shows that one pair of ANSI or USAS Z41.1-1991/75 safety shoes, or the newest ANSI or USAS safety shoes identified by the City, have been purchased must be obtained. A duplicate copy of the dated receipt shall be acceptable proof of purchase provided, however, the original dated receipt must be shown at the time a claim for reimbursement is made.

d. The safety shoe receipt must be presented to the immediate supervisor prior to December 31st of the calendar year in which claim is made for the safety shoe allowance.

e. The style of the shoe must meet Department requirements.

f. A minimum of eight calendar weeks on the payroll is required during the year in which a claim is made.

g. Only one safety shoe subsidy, in any form, will be granted to a City employee during a calendar year.

25.2. No employee may participate in more than one City-sponsored program and no employee who is in a classification not required to wear safety shoes but who elects to wear them can claim reimbursement.

25.3. Compensation for an employee in a classification whose work the City determines by rule requires that the employee wear safety shoes, shall be up to one hundred and

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

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

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

## ARTICLE 26

## *TUITION AND TEXTBOOK REIMBURSEMENT*

26.1. 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.

26.2. In the event that an employee is ineligible to receive tuition or textbook reimbursement under the provisions of 26.l, above, and meets the criteria specified under 26.3 and 26.4, below, the City shall provide the employee reimbursement of tuition, laboratory fees and required textbooks for approved courses of study up to an aggregate maximum reimbursement of $1,200 per year in calendar year 2007, 2008 and 2009, of which any portion may be used for reimbursement of costs for required laboratory fees and textbooks.

26.3. In order for the employee's courses of study to qualify for reimbursement under 26.2, above, the following criteria must be satisfied:

a. All coursework and related homework must be done on the employee's own time, except that coursework approved to be on City time by both the employee's department head and the 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 a reasonable promotional opportunity in City government.

c. Courses must be taken at accredited institutions or schools currently approved by the Personnel Department.

d. Any portion of the tuition maximum may be used for courses which are less than three weeks in duration that are approved by management.

e. An employee must submit an application for reimbursement (including a copy of official grade report) to a City-designated administrator on a form provided by the City no later than eight (8) weeks following the last course date of the

course for which reimbursement is requested. All receipts for tuition and required textbooks must be submitted with the application within this eight-week time limitation.

26.4. An employee must remain in service for a six-month period after receiving Tuition and Textbook reimbursement from the City or the amount reimbursed will be deducted from the employee's final paycheck.

26.5. Payment of reimbursement described under 26.2, above, shall be made as soon as administratively practicable after the reimbursement application and evidence of successful completion of the approved course(s) of study is received. 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 criteria in Article 26.3., payment will be deducted from the employee's paycheck.

26.6. 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.

26.7. The Employee Relations Director shall administer this program in accordance with practices established for the City's general reimbursement program.

## ARTICLE 27

## *SICK LEAVE*

27.1. Eligibility for sick allowance shall begin after the completion of six months of actual service following regular appointment, but accumulations shall be retroactive to the time of regular appointment.

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

27.3. The maximum sick leave accrual for all employees will be capped at 120 days.

27.4. Management will meet with employees to discuss sick leave records prior to the issuance of any sick leave warning notices.

27.5. 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.

27.6. An employee will not be subject to home visits or phone calls if the employee has not used sick leave for 26 consecutive pay periods, so long as the employee is not subsequently issued a Sick Leave Control Letter. If an employee is issued a Sick Leave Control Letter, the employee will again be subject to home visits and phone calls until such time as the employee completes 26 consecutive pay periods with no sick leave use following the issuance of the Sick Leave Control Letter. During Pay Period 1 of each fiscal year, the Division will identify employees who have not used sick leave during the previous fiscal year and will release them from the home visit/phone call requirement. Employees who, in a pay period other than the last pay period of a fiscal year, complete 26 consecutive pay periods with no sick leave use are responsible for notifying the Division of such completion if they wish to be released from the home visit/phone call requirement. For purposes of this section, "fiscal year" shall be defined as Pay Periods 1-26 or 1-27, whichever is appropriate.

27.7. It is the intention of the City to incorporate into this labor agreement the sick leave benefits which are provided to an employee and the terms and conditions under which they are administered. If there is a conflict between the terms of this Article and City Ordinance, City Service Commission Rule or Regulation pertaining to sick leave pay in effect at the time this contract is ratified, the City resolves to settle that conflict in a manner that would not cause a diminution of this benefit.

27.8. 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 Period 1-9

Trimester 2 - Pay Period 10-18

Trimester 3 - Pay Period 19-26 or 19-27, whichever is applicable

c. An employee shall be eligible for a trimester sick leave incentive benefit only if:

(1) During the full term of the trimester, the employee did not use any paid sick leave, did not receive injury pay, was not on an unpaid leave of absence, was not AWOL, was not tardy, was not suspended from duty for disciplinary reasons and did not take any unpaid time off the payroll; and

(2) During the full term of the trimester, the employee was in active service; and

(3) At the beginning of the trimester, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 120 hours; and

d. An employee on seasonal layoff who meets all the criteria set forth in section 27.8.c., except for the fact that he/she was on seasonal layoff status for two (2) pay periods or less during the trimester, shall be eligible for a trimester

sick leave control incentive benefit as provided in section 27.8.e. on a prorated basis.

e. In a Trimester period set forth in subsection a. and b., above, that an employee is eligible for a sick leave control incentive program (SLIP) benefit, the Department/Division-head shall determine which one of the two types of SLIP benefits listed below the eligible employee shall receive (at the Division/Department Head's discretion, the employee may make this determination in accordance with procedures established for that purpose by the Division/Department head):

(1) A special sick leave incentive payment

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

(2) A special incentive leave

An employee receiving a special incentive leave, shall earn one eight-hour day off with pay. Such 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 may be used any time in the following fiscal year. An employee may use such day off with pay on a date he/she has requested provided the employee gives his/her supervisor at least forty-eight hours notice in advance of the date requested, management approves the requested date and no overtime results for any employee

because of the requested day. 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 28

## *VOLUNTARY POLITICAL CHECK-OFF*

28.1. The City shall, during each pay period during the term of this Agreement, deduct from the biweekly earnings of employees in the bargaining unit, the employees' voluntary political contribution, and submit said deduction to the Union on a biweekly basis. The political check form shall be as provided by the Union and in compliance with Federal Election Commission requirements.

## ARTICLE 29

### *DUTY INCURRED DISABILITY PAY*

29.1. An employee with regular Civil Service status, who sustains an injury while performing within the scope of their employment, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), may receive up to 80% of his/her base salary, as "injury pay," in lieu of Worker's Compensation for the period of time he/she may be temporarily, totally or partially, disabled because of this injury, not to exceed a total of one calendar year. For an employee receiving eighty (80) hours of "injury pay" in a pay period, the "injury pay" of the employee for such pay period shall not exceed the amount of net pay he/she would have received if he/she had not been on "injury pay" during such pay period. For purposes of this Article, net pay is defined as the employee's base salary minus the following, as determined by the City: (1) FICA withholding, (2) Medicare withholding and (3) the federal and state income tax withholding as prescribed by law for the pay period immediately prior to the pay period for which he/she is determined to be eligible for "injury pay". For an employee receiving less than eighty (80) hours of "injury pay" in a pay period, the "injury pay" of the employee for such hours shall be 80% of his/her base salary.

29.2. An employee may not receive "injury pay" for more than one year (250 working days) during their employment regardless of the number of compensable injuries sustained. For an employee receiving eighty (80) hours of "injury pay" in a pay period, the employee may not receive less than the minimum amount required by the Worker's Compensation Act.

29.3. In providing injury pay in an amount as indicated in 29.1. and 29.2., above, the employee agrees to allow the City to make the applicable payroll adjustment to his/her biweekly pay check and to 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 receiving injury pay.

29.4. 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.

29.5. Questions involving eligibility for "injury pay" shall be determined under the applicable law and the substantive and procedural rules of the Department of Workforce Development (formerly the Department of Industry, Labor and Human Relations) relative to Worker's Compensation and in the event of a dispute between the City and the employee relative to such eligibility, the Department of Workforce Development and the courts, upon the statutorily prescribed review thereof, shall be the sole and final arbiters of such dispute.

29.6. Notwithstanding 29.1 through 29.5, above, an employee who has not successfully completed his/her initial probationary period with the City shall not be entitled to "injury pay" (Duty Incurred Disability Pay).

29.7. If the Internal Revenue Service (IRS) determines that the injury pay benefits provided hereunder are taxable as wages, then beginning with the effective date of this determination, the City will no longer require the applicable employee deduction from injury pay benefits provided for in section 29.3., above.

## ARTICLE 30

## *LONG TERM DISABILITY PROGRAM*

30.1. The City will offer a Long-Term Disability ("LTD") Benefit Program.

30.2. 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.

30.3. 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.

30.4. 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.

30.5. 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 31

## *VACATIONS*

31.1.

An employee shall earn vacation time in the following manner:

a. 3.4 hours per pay period for employees who have completed less than 4 years creditable service.

b. 5.0 hours per pay period for employees who have completed at least 4 but less than 9 years of creditable service.

c. 6.5 hours per pay period for employees who have completed at least 9 but less than 14 years of creditable service.

d. 8.0 hours per pay period for employees who have completed at least 14 years of creditable service.

31.2. 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 31.1. 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) hours in a pay period shall not count toward vacation accrual.

31.3. 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.

31.4. The maximum amount of vacation an employee can maintain in his/her vacation

account shall be as follows:

a. 128 hours for employees who have completed less than 4 years of service.

b. 168 hours for employees who have completed at least 4 years of service but less than 9 years of service.

c. 208 hours for employees who have completed at least 9 years of service but less than 14 years of service.

d. 248 hours for employees who have completed at least 14 years of service.

e.

31.5. 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 eighty (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.

31.6. 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.

31.7. 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.

31.8. a. In addition to Article 31.8.b below, one of the vacation days earned per fiscal year may be scheduled as a single day off. Anytime during a fiscal year, employees may request the scheduling of such day at least forty-eight hours in

advance and the request is subject to the approval of management.

b. Employees assigned to the Maintenance Crew shall be allowed to schedule one (1) week (five days) of their earned vacation as single days off. Employees shall request the scheduling of these days at least forty-eight (48) hours in advance and the request is subject to the approval of management.

31.9. Transitional Vacation Account

The amount of vacation earned by an employee in 1995 for use in 1996 that was placed in a Transitional Vacation Account (TVA) 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.

31.10. Upon written request, the Division Head may credit vacation accounts to compensate employees who take an approved leave of absence of 5 days or less.

31.11. When an employee is recalled from a winter layoff, a positive eight hour vacation adjustment will be added to such employee's vacation account. Not more than one eight hour adjustment will be allowed per calendar year.

## ARTICLE 32

## *HOLIDAYS*

32.1. Employees in classifications covered by this Agreement shall receive time off for work on holidays.

32.2. Such days off shall be granted with pay during the non-navigable season at the rate of time and one-half (1 1/2X). The non-navigable season shall be defined as from the first week in December through the last week of April.

32.3. Holiday allowance shall be granted at the rate of seven-eights (7/8) of a day per month at time and one-half (1 1/2X) for all service of less than one (l) calendar year.

32.4. Administration and scheduling of holiday benefits shall be controlled by management. Employees shall be allowed to schedule one (l) week of days off for work on holidays as single days off, provided:

a. A request is made twenty-four (24) hours in advance of the date requested.

b. Management approves the requested day.

c. No overtime results for any employee because of the requested day.

32.5. The recognized holidays are:

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

32.6. Whenever Independence Day (July 4) falls on a Saturday, the preceding Friday shall be observed as a holiday.

32.7. Whenever New Year's Day, Independence Day, or Christmas Day falls on a Sunday, the following Monday shall be observed as a holiday.

32.8. Whenever New Year's Day or Christmas falls on a Saturday, the following Monday shall be observed as a holiday.

32.9. An additional day off with pay shall be granted at straight time in recognition of Martin Luther King's birthday subject to the following terms and conditions:

a. Administration and scheduling of this day off shall be controlled by management.

b. A request is made forty-eight hours in advance of the date requested.

c. Management approves the requested day.

d. No overtime results for any employee because of the requested day.

e. Paragraphs 32.1 through 32.8 of this Article, above, shall not apply to this day off given in recognition of Martin Luther King's Birthday.

32.10. The provisions of this Article shall not in any way abridge the City's right to schedule an employee to work on recognized holidays.

32.11. 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 33

## *MILITARY LEAVE*

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

a. Subject to the terms and conditions provided in subsections 33.1.b. through d., below, an employee shall be entitled to time off with pay when required to take leave of absence for: (i) military training duty and/or (ii) military duty in the State of Wisconsin because of riot or civil disturbance.

b. Maximum Amount of Time Off With Pay

(1) If training is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays, Sundays and legal holidays during a calendar year. If civil disturbance leave is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays, Sundays and legal holidays during a calendar year.

(2) If training and/or civil disturbance leave is taken on an intermittent basis during a calendar year by permanent full-time employees whose normal hours of duty average 40 hours per week, said leave shall not exceed ten work days, including Saturdays, Sundays and legal holidays during a calendar year for training and ten work days, including Saturdays, Sundays and legal holidays, during a calendar year for civil disturbance duty. Said leave shall be granted by the head of the department in which the employee works upon presentation of satisfactory evidence of military, air force or naval authority to take such training.

c. All employees who, because of honorable service in any of the wars of the United States, are eligible for veterans' preference for employment by the City and/or as provided in Section 45.35(5) of the Wisconsin Statutes shall receive full City pay plus all military pay for duty covered under subsection 33.1.b. In all other cases, the employee agrees to allow a payroll adjustment to their

biweekly pay check, deducting an amount equal to their military pay for duty (up to a maximum equal to the City pay received under subsection 33.1.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.

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

a. An employee who enlists or is inducted or ordered into active service in the Armed Forces of the United States or the State of Wisconsin, pursuant to an act of the Congress of the United States or the Legislature of the State of Wisconsin or an order of the Commander-in-Chief, shall be granted a leave of absence during the period of such service.

b. Upon completion and release from active duty under honorable conditions and subject to the terms and conditions provided in subsection 33.2.c., below, an employee on military leave of absence shall be reinstated into the position held at the time of taking leave of absence or to a position of like seniority, status, pay and salary advancement, provided, however, that they are still qualified to perform the duties of their position or similar positions.

c. The right to reinstatement provided in subsection 33.2.b., shall be terminated unless the employee satisfies the following conditions:

(1) Reinstatement From Military Reserve or National Guard Duty

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

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

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

(b) All Other Active Duty

Subject to Section 673(b), Title 10, United States Code, an employee not covered under subsection 33.2.c (1)(a), shall report back for work with the City: (i) at the beginning of the employee's next regularly scheduled work shift after the expiration of the last calendar day necessary to travel from the place of training to the place of employment following the employee's release from active duty, or (ii) the employee's discharge from hospitalization incident to active duty for training or one year after the employee's scheduled release from training, whichever is earlier.

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

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

An employee inducted or enlisted into active duty with the Armed Forces of the United States for a period of at least 90 consecutive days, where active duty is not covered by subsection 33.2.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 33.2.c(1) or 33.2.c(2), 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.

33.3. 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.

33.4. 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.

33.5. 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 34

### *TIME OFF FOR JURY DUTY*

34.1. An employee shall be granted time off with pay for reporting for jury duty upon presentation of satisfactory evidence of jury duty service. The employee agrees to allow a payroll adjustment to his/her biweekly paycheck, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such duty or service performed on off-duty days) for such duty or service. No greater amount of time off shall be granted than necessary, and in any case where an employee is called for jury duty and reports without receiving a jury assignment for that day, or in a case where an employee is engaged in jury duty for a part of a day, the employee shall call their supervisor and if directed, shall report for the performance of City duties for the remainder of the day.

34.2. 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.

34.3. An employee shall not be eligible for overtime while on jury duty or being under subpoena even if jury duty or being under subpoena extends beyond eight hours in one day.

34.4. An employee scheduled to work second or third shift assignments shall be reassigned to the first shift during jury duty or when under subpoena per 34.2., above for shifts which occur Monday through Friday; if the employee performs jury duty or is under subpoena per 34.2., above on Saturday or Sunday and is scheduled to work a second or third shift assignment(s), the employee will be reassigned to the first shift.

## ARTICLE 35

## *FUNERAL LEAVE*

35.1. 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 January 2, 2005, for purposes of this Article only, include spouse's sibling's spouse in the definition of brother-in-law and sister-in-law.

c. Effective January 2, 2005, for purposes of this 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.

35.2. 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 an employee's scheduled day off, then the following work day shall be treated as the day after the funeral for purposes of this article.

35.3. In the case of a death of the employee's grandparent the employee may use one work day with pay to attend the funeral of that grandparent.

35.4. 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.

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

## ARTICLE 36

## ***PENSION BENEFITS***

36.1. 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:

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. 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.

## ARTICLE 37

## *HEALTH INSURANCE*

37.1. 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 and as follows:

(1) Every medical procedure that can be performed on an outpatient basis shall not be covered by these benefits when the procedure is performed on a hospital inpatient basis. Procedures that can be performed on an outpatient basis that are done on an inpatient basis in conjunction with other procedures requiring inpatient status, or any procedures performed on an inpatient basis that constitute a medically verifiable exception (as determined by the Utilization Review Contractor) to the requirement that it be performed on an outpatient basis, shall be covered.

(2) Existing benefits provided under the "Hospital Surgical-Medical Contract Base Coverage" part of the Basic Plan for inpatient hospital treatment of alcoholism, drug abuse and nervous and mental disorders shall be available to each participant for a maximum of thirty (30) days during any one calendar year; provided, however, that for inpatient hospital treatment of nervous and mental disorders only, an extension 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, including the current maximum benefits provided under the "Major Medical Coverage" part of the Basic Plan type of nervous or mental care rendered to a patient without confinement shall be 80% of two thousand dollars ($2,000) of charges.

(4) 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 and substance abuse and home health services. The program would 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 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 of denial of the procedure.

(5) A medical "hot-line" as established by the City shall continue. This "hot-line" shall put employees and their families in immediate touch with health care professionals for information on the value, availability, use and price of the various health care services in the area.

(6) Transplant Benefits

(a) Medically necessary human to human heart transplants shall be a covered benefit under the Basic Plan. The participant must obtain prior authorization from the Utilization Review Contractor and is subject to the terms and conditions of the Pre-Admission Review Program set forth in subsection 37.1.a.(4) of this Article, above.

(b) The aggregate lifetime maximum benefit limit per participant for all organ or tissue transplant services for all covered transplant procedures is $250,000. This aggregate lifetime maximum benefit limit applies to all benefits arising out of an organ or tissue transplant.

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

(8) The Major Medical lifetime maximum shall be $500,000.

b. Health Maintenance Organization (HMO) Plans

(1) Except as provided in subsection 37.1.b.(2), 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 37.1.b.(3), the benefits for employees enrolled in an HMO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations.

(2) Effective upon the execution date of this Agreement, the City may offer to employees an Exclusive Provider Organization (EPO) Plan instead of or in addition to a Health Maintenance Organization (HMO) Plan. An EPO Plan offered by the City shall use a Southeastern Wisconsin network and shall only include in-network benefits. There shall be no coverage for services obtained outside of the EPO Plan network. The benefits for employees enrolled in an EPO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from 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) 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 37.1.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 selected shall be as established by the provider of that PDP.

e. Cost Containment Provisions Applicable to All Plans:

(1) The City will not pay for any services or supplies that are unnecessary according to acceptable medical procedures.

(2) The City shall have the right to require an employee to execute a medical authorization to the applicable Group to examine employee medical and/or dental records for auditing purposes.

(3) The City shall have the right to establish the methods, measures and procedures it deems necessary to restrict excessive costs in the application of the benefits provided under subsections 37.1.a. through 37.1.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 B.

37.2. 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 37.1, above, during the time period he/she is employed on a provisional, emergency, part-time (for purposes of this provision, an employee shall be termed a part-time employee when his/her normal hours of work average less than 20 hours per week), temporary, student-aide type or seasonal basis.

c. An employee in active service shall be entitled to Dental Plan benefits provided in subsection 37.1.c. or 37.1.d., above, so long as he/she remains in active service. Individuals not in active service shall not be entitled to participate in the Dental Plan.

d. An employee in active service who commences receiving a duty disability retirement allowance during the term of this Agreement shall be entitled to the benefits provided in subsections 37.1.a. or 37.1.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 37.1.a. or 37.1.b., during the term of this Agreement, so long as they are at least 60 and less than age 65; and 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 37.1.a. and 37.1.b. during the term of this Agreement. 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 set forth in subsection 37.2.c., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have obtained age 65.

f. 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.

37.3. 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 37.5., 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 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.

City. [Note: The deduction of Januarycoverage is deducted from the employee's Decemberpaycheck.]

(b) Except as provided in subsections 37.5, 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 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 37.3.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.

iiii. 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 Planfor calendar years 2007, 2008 and 2009.

(a) Except as provided in subsection 37.5., 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 up to 100% of the calendar year monthly subscriber cost of enrollment in the HMO offered by the City pursuant to subsection 37.1.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 37.1.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 37.5, 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 37.5, 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 37.3.a(2)(c)i., above, for each adult (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.

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

(d) In addition to the amounts specified in subsections 37.3.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. The City's contribution towards the cost of maintaining the benefits during this period shall be as provided for respectively in subsection 37.3.a.(1), above. The provisions of this subsection shall not cover retirees (including disability retirements).

b. Duty Disability

Depending on the individual's single/family enrollment status for calendar years 2007, 2008 and 2009 the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection 37.3.a.(1), above.

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

(1)

(1) Except as noted below, eligible employees under subsection 37.2.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 subsection 37.2.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 37.1.a. or b., above, having the lowest single enrollment subscriber cost for retirees to the City. For eligible employees under subsection 37.2.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 37.1.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 37.3.c. shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsection 37.2.e. or of this Article.

37.4. 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. 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.

37.5. Prorata Credit for Half-time Employees

The City's contribution for an eligible employee whose normal hours of work average 20 hours per week on a year-round basis in a position which is budgeted as half-time shall not exceed 50% of the maximum City contributions required under subsections 37.3. or 37.4, above.

37.6. 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 37.1., 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 37.3., 37.4., and 37.5., 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 37.3., 37.4., and 37.5., above, if the provision was not in effect.

37.7. Non-Duplication

a. If more than one City employee is a member of the same family, as that term is defined in provisions of the Plans defined in subsection 37.1.a. or 37.1.b., the coverage shall be limited to one family plan.

b. In the event a program of health insurance is adopted by the Federal or State government and the City is required to, or elects to participate in it, benefits under the City Plan shall be coordinated with such systems but shall not operate to increase or diminish the extent of the coverage.

c. When a member of the employee's family, as the term "family" is defined in the provisions of the Plans defined in subsections 37.1.a. or 37.1.b. of this Article, above, is a City retiree receiving City Health Insurance benefits, the coverage shall be limited to one family plan.

d. 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 37.1.a. or 37.1.b. hereof, the retiree coverage provided by the City shall be limited to one plan.

37.8. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in subsections 37.1.a. or 37.1.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.

37.9. 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 Section 37.1., 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.)

37.10. An employee hired on or after January 1, 1982, shall have a 270-day waiting period for a pre-existing condition for the benefits provided in Section 37.1.a..

37.11. 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 38

## *LIFE INSURANCE*

38.1. Amount of Life Insurance Coverage

Employees under age 65 shall be eligible to elect and maintain life insurance coverage in an amount equivalent to their annual base salary rate, rounded to the next higher thousand dollars, so long as they remain in active service and under age 65. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for 100% of annual base salary on the day immediately preceding his/her 65th birthday is entitled shall be reduced by 33-1/3% on his/her sixty-fifth (65th) birthday and by an additional 16-2/3% on his/her seventieth (70th) birthday.

38.2. Adjustment of Coverage

The amount of life insurance coverage to which an employee is entitled shall be adjusted semiannually on January l and July l 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).

38.3. Optional Coverage

Changes in supplemental coverage shall be made available to eligible employees following the execution date of this agreement, effective the first day of the next month following next open enrollment (as determined by the City) for supplemental life insurance, under the terms and conditions listed below:

a. An employee in active service or who later retires on disability (while under the age of 65 and eligible for and taking base coverage) shall be eligible for supplemental life insurance, at his/her option in increments of $1,000 to a maximum of 1.5 times his/her annual base salary rounded to the next higher thousand dollars of earnings or in excess of 1.5 times his/her annual base

salary rounded to the next higher thousand dollars of earnings at up to $100,000 of coverage. This coverage shall be made available to eligible employees applying for supplemental coverage no later than 30 days prior to the date established by the City and annually thereafter during periods of open enrollment.

b. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for 100% of annual base salary on the day immediately preceding his/her 65th birthday is entitled shall be reduced by 33-1/3% on his/her sixty-fifth (65th) birthday and, by an additional 16 2/3% on his/her seventieth (70th) birthday.

c. 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.

38.4. Conditions and Eligibility for Election of Coverage

a. Subject to the terms and conditions provided under 38.4.b. through 38.4.f., below, an employee shall be entitled to elect the amount of life insurance coverage provided under 38.1., above, upon completion of 180 consecutive calendar days of active service (consecutive means without a break of more than five consecutive days) 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 38.1., 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.

38.5. Cost of Life Insurance Coverage

An employee eligible for the life insurance coverage described under 38.1., above, who elects such coverage, shall pay to the City 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 base 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 base 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 38.1., above.

38.6. 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 38.l., 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.

38.7. 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 39

## *MUTUAL OBLIGATIONS*

39.1. The Union covenants, agrees and represents to the City that the Union is duly authorized and empowered to covenant for and on behalf of all employees in the bargaining unit and represents that it and its members will faithfully and diligently abide by and be strictly bound to all the provisions of this Agreement. The parties agree that in conferences and negotiations, the Union will represent all employees in the bargaining unit.

39.2. The City covenants, agrees, and represents to the Union that the City is duly authorized and empowered to covenant for and on behalf of the City and represents that the City will faithfully and diligently abide by and be strictly bound by all the provisions of this Agreement.

39.3. It is intended by the parties that the provisions of this Agreement shall be in harmony with the duties, obligations, and responsibilities which by law are delegated to the Common Council, and these provisions shall be applied in such a manner as to preclude a construction which will result in an unlawful delegation of powers unilaterally delegated to the Common Council.

## ARTICLE 40

## *MISCELLANEOUS*

40.1. The City agrees that the department will notify the Union, at the time requests to fill bargaining unit vacancies are filed with the Board of Estimates, of the job(s) involved in each such request.

40.2. The City is in accord with the principle that supervisors should not, as a regular procedure, do work which has normally been assigned only to employees represented by the Union. The Union, on the other hand, recognizes that the nature of the City's operations require some degree of flexibility in that regard in order to meet emergencies, permit experimentation and equipment testing, provide for the training of employees, permit appropriate use to be made of all skills and abilities, and to meet operational needs. If such dispute goes to arbitration, the standards for determining compliance or non-compliance with this paragraph shall be whether the City has acted without proper regard for the principles stated in this paragraph. Enforcement of this paragraph shall be in accordance with Articles 13 and 14 of this Agreement.

40.3. If the City, during the term of this Agreement, transfers an institution, department or a function to another unit of government, the City shall take reasonable steps to persuade the successor agency to retain affected employees under terms and conditions as nearly as practicable the equivalent of those established under this Agreement.

40.4. The City will supply the Union with an up-to-date seniority list of employees.

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

## ARTICLE 41

## *TRADING OF WORK SCHEDULES*

41.1. Bridge Operators may make trades of their work schedules under the following terms and conditions:

a. The trade must involve a period of one day to a maximum of one week.

b. The pay back for the traded period must be within the same pay period.

c. A trade must be reported at least 24 hours in advance to, and approved by, the Bridge Operator Supervisor before the trade is made and a copy of the trade agreement with signatures of trading partners must be submitted to the office of the Infrastructure Services Division-Bridges Operations/Maintenance Unit prior to the effective time of the trade.

d. A Bridge Operator participating in a trade may not, by reason thereof, work successive shifts.

e. No overtime will accrue to any party by reason of a trade.

## ARTICLE 42

## *JOB ASSIGNMENTS*

42.1. All Bridge Operator assignments, including maintenance crew assignments, shall be made available for picking at the Fall and Spring pick, except at the Fall pick, Bridge Operators who may be laid off shall not be eligible to select an assignment and shall be assigned as needed.

42.2. Bridge Operator assignments shall be made by seniority.

42.3. Vacancies in Bridge Operator assignments which occur during the year shall be filled by management.

42.4. A Bridge Operator Lead Worker may participate in the selections outlined in subsection 42.1 provided his/her position of Bridge Operator Lead Worker can be filled.

## ARTICLE 43

## *BULLETIN BOARDS*

43.1. The City will furnish for the Union one bulletin board at each of the agreed upon locations. The board shall be used only for the following notices:

a. Recreational and social affairs of the Union.

b. Union meetings.

c. Union elections.

d. Reports of Union committees.

e. Rulings or policies of the International Union.

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

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

## ARTICLE 44

## *JOINT LABOR MANAGEMENT MEETINGS*

44.1. A designated division and union representative shall meet as needed for the purpose of exploring and, if possible, agreeing on practical means not inconsistent with department needs and requirements of giving recognition to the following:

a. Seniority preference in areas of practical application.

b. Matters of safety improvement which may be discussed and recommendations made to the City Labor Negotiator.

c. On-the-job training opportunities for City employees.

## ARTICLE 45

### *AMERICANS WITH DISABILITIES ACT (ADA)*

45.1. 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 46

## *JOINT CITY-UNION EARLY INTERVENTION PROGRAM*

46.1. Joint City-Union Early Intervention Program a Joint City-Union Early Intervention Program shall be established in accordance with the March 28, 1995 agreement between the City and the Union.

## ARTICLE 47

## *AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT*

47.1. For purposes of construction and interpretation of the various provisions, excluding Article 17.7, this agreement shall be considered to have been executed on the date the successor labor agreement is approved by the Common Council.

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## ARTICLE 48

## *SAVINGS CLAUSE*

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

## ARTICLE 49

## *ENTIRE AGREEMENT*

49.1. The foregoing, including Appendix A and B attached, constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions. The parties acknowledge that the City is responsible for implementing the benefits contained in this Agreement. The City may within its discretion implement these benefit provisions by ordinance, resolution or the establishment of administrative procedure. Any such ordinance, resolution or administrative procedure shall not be deemed to be a part of this Agreement.

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

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

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, LOCAL #195

BY: _____
Michael Wink, President

_____
Thomas Ebert
Vice President

_____
Carol Florenza
Recording Secretary

_____
Lynn Harper
Treasurer

_____
Michael Mueller
Bargaining Team Member

CITY OF MILWAUKEE
A Municipal Corporation

_____
Maria Monteagudo
Employee Relations Director

_____
Troy M. Hamblin
City Labor Negotiator

_____
Nicole M. Fleck
Staff Representative

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 & Personnel Committee

## APPENDIX A

## 2007 RATES OF PAY

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

Pay Range 704

Official Rate – Biweekly

| | | | | |
|---|---|---|---|---|
| $1,442.90 | $1,475.26 | $1,509.30 | $1,545.15 | $1,582.90 |

Bridge Operator

Pay Range 710

Official Rate – Biweekly

| | | | | |
|---|---|---|---|---|
| $1,519.30 | $1,551.68 | $1,585.67 | $1,621.62 | $1,670.51 |

Bridge Operator Lead Worker

## 2008 RATES OF PAY

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

Pay Range 704

Official Rate – Biweekly

| | | | | |
|---|---|---|---|---|
| $1,457.33 | $1,490.01 | $1,524.39 | $1,560.60 | $1,598.73 |

Bridge Operator

Pay Range 710

Official Rate – Biweekly

| | | | | |
|---|---|---|---|---|
| $1,534.49 | $1,567.20 | $1,601.53 | $1,637.84 | $1,687.22 |

Bridge Operator Lead Worker

## 2008 RATES OF PAY

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

Pay Range 704

Official Rate – Biweekly

| | | | | |
|---|---|---|---|---|
| $1,471.90 | $1,504.91 | $1,539.63 | $1,576.21 | $1,614.72 |

Bridge Operator

Pay Range 710

Official Rate – Biweekly

| | | | | |
|---|---|---|---|---|
| $1,549.83 | $1,582.87 | $1,617.55 | $1,654.22 | $1,704.09 |

Bridge Operator Lead Worker

## 2009 RATES OF PAY

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

Pay Range 704

Official Rate – Biweekly

| | | | | |
|---|---|---|---|---|
| $1,486.62 | $1,519.96 | $1,555.03 | $1,591.97 | $1,630.87 |

Bridge Operator

Pay Range 710

Official Rate – Biweekly

| | | | | |
|---|---|---|---|---|
| $1,565.33 | $1,598.70 | $1,633.73 | $1,670.76 | $1,721.13 |

Bridge Operator Lead Worker

# 2009 RATES OF PAY

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

Pay Range 704

Official Rate – Biweekly

| | | | | |
|---|---|---|---|---|
| $1,501.49 | $1,535.16 | $1,570.58 | $1,607.89 | $1,647.18 |

Bridge Operator

Pay Range 710

Official Rate – Biweekly

| | | | | |
|---|---|---|---|---|
| $1,580.98 | $1,614.69 | $1,650.07 | $1,687.47 | $1,738.34 |

Bridge Operator Lead Worker

# APPENDIX B

## WELLNESS AND PREVENTION

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

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

A Wellness and Prevention Committee shall be established to assist the consultant in the design of the Wellness and Prevention Program and to provide oversight of the program. The Wellness and Prevention Committee shall be comprised of nine union members appointed by the unions and three management representatives appointed by the Mayor. The City has agreed that two of the nine union members on the Wellness and Prevention committee shall be Milwaukee District Council 48, AFSCME members as determined by District Council 48. 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 to attend and participate in all Committee meetings, but only the nine members of the Committee will be allowed to officially make decisions and/or vote if necessary.

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

The City shall develop a Request for Proposal (RFP) and solicit bids from third party vendors qualified to implement the Wellness and Prevention Program. Upon conclusion of the bidding

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

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

# AGREEMENT

Between

CITY OF MILWAUKEE

And

LOCAL #195, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

Effective January 1, 2007 through December 31, 2009

MEMORANDUM OF UNDERSTANDING
Between
LOCAL #195, IBEW, AFL-CIO
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 on January 1, 2007, and expiring December 31, 2009. The negotiating committee for Local #195, IBEW, AFL-CIO, (their signatures appear below) agree to recommend and support ratification and adoption of this Agreement to their principals.

Upon receiving notice from the negotiating committee of Local #195, IBEW, AFL-CIO, that their membership has properly ratified and adopted this Agreement, the City of Milwaukee Negotiating Team agrees to recommend the items contained in this Agreement to the Common Council of the City of Milwaukee and support their adoption.

Dated this _____ day of _____, 2009

| Representatives of Local #195, IBEW, AFL-CIO | City of Milwaukee Negotiating Team |
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AGREEMENT
Between
CITY OF MILWAUKEE
And
LOCAL #195, IBEW, AFL-CIO

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AGREEMENT BETWEEN THE

CITY OF MILWAUKEE AND

LOCAL #195,

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

Effective January 1, 2010

PREAMBLE

THIS AGREEMENT, is made and entered into at Milwaukee, Wisconsin, pursuant to the provisions of Section 111.70, Wisconsin Statutes, by and between the CITY OF MILWAUKEE, a municipal corporation, as municipal employer, hereinafter referred to as "City" and LOCAL #195, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, as the representative of certain employees who are employed by the City of Milwaukee, shall be treated as one party and hereinafter referred to as "Union".

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

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

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

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

It is intended by the parties hereto that the employer-employee relationship which

exists now and has heretofore existed by and between the City and the members of the Union, who are employed by the City, shall continue to be the same in the event this Agreement is terminated or by virtue of its terms becomes terminated.

## ARTICLE 1

## *DURATION OF AGREEMENT AND TIMETABLE*

1.1. This Agreement shall be in effect beginning at 12:01 A.M. on January 1, 2010, and ending at 12:01 A.M. on January 1, 2012, unless both parties agree to extend it beyond that date.

1.2. Within 30 calendar days following the execution date of this Agreement, 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 beginning 30 calendar days following the date such notice is provided.

## ARTICLE 2

## *NEGOTIATIONS*

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

## ARTICLE 3

## *SUBORDINATE TO CHARTER*

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

## ARTICLE 4

## *ORDINANCE AND RESOLUTION REFERENCE*

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

## ARTICLE 5

## *NOTICES*

5.1. All notices required to be sent by the Union to the City shall be in writing and sent by certified mail to the City Labor Negotiator.

5.2. All notices to be sent by the City to the Union shall be in writing and sent by certified mail to the President of the Union.

5.3. Subject to their mutual consent, the City and the Union may waive the certified mail requirement provided above where they deem it appropriate.

## ARTICLE 6

## *MANAGEMENT RIGHTS*

6.1. The Union recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. Any power or authority which the City has not officially abridged, delegated or modified by this Agreement is retained by the City.

6.2. The Union recognizes the exclusive right of the City to establish reasonable work rules. The City will notify the Union in advance of changes in written work rules except in emergencies. Any dispute with respect to these work rules shall not in any way be subject to final and binding arbitration, but any dispute with respect to the reasonableness of a work rule involving matters primarily related to wages, hours, and conditions of employment may be subject to final and binding arbitration and in such cases the arbitrator's decision shall be strictly limited to a determination of reasonableness. This provision is intended to expand but not to limit the right to arbitration set forth elsewhere in this Contract.

6.3. The City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.

6.4. The City has the right to schedule and assign regular and overtime work as required.

6.5. The City reserves the right to discipline or discharge for cause.

6.6. The Union recognizes that every incidental duty connected with an operation enumerated in a job description is not always specifically described, nevertheless, it is intended that all such duties shall be performed by the employee.

6.7. The City reserves the right to layoff for lack of work or funds, or the occurrence of conditions beyond the control of the City, or where the continuation of work would be wasteful and unproductive.

6.8. 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. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union or to discriminate against any of its members.

The City agrees to a timely notification and discussion in advance of the implementation of any proposed contracting or subcontracting.

The City agrees it will not lay off any employees who have completed their probationary period and who have regular civil service status at the time of the execution of this agreement because of the exercise of this contracting or subcontracting right except in the event of an emergency, strike or work stoppage, or essential public need where it is uneconomical for City employees to perform this work. The economies above will not be based upon the wage rates of the employees of the contractor or subcontractor, and provided it shall not be considered a layoff if the employee is transferred or given other duties at the same pay.

6.9. The fact that an employee is in, or may become in a laid-off status shall not prevent the City from exercising its right to contract or subcontract work as long as the contracting or subcontracting does not cause the layoff of an employee or cause the elimination of the job the employee performed.

6.10. When City departments are merged or separated, 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 7

## *RECOGNITION*

7.1. The City recognizes the Union as the exclusive collective bargaining agent for the appropriate certified bargaining unit and as the certified representative for those employees in this bargaining unit occupying the classifications as defined in the appropriate "Certifications of Representatives" promulgated by the Wisconsin Employment Relations Commission. 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.

## ARTICLE 8

## *UNION NEGOTIATING COMMITTEE*

8.1. The Union shall advise the City of the names of its negotiators. One or more representatives from the Union shall be paid their regular base salary up to a combined maximum of 120 work-hours for time spent in attendance at official negotiating meetings between the City and the Union as directed by the President of the Union. No payment will be made for time outside the representatives' normal work day and in no event will payment be made for time in excess of eight hours per day. Reasonable travel time from site of employment to site of meeting will be allowed.

8.2. The names of the duly chosen representatives of the bargaining unit shall be submitted to the City Labor Negotiator sufficiently in advance of regularly scheduled negotiating meetings to permit notification of the appropriate City departments.

8.3. The City Labor Negotiator shall interpret and administer the provisions of this section.

## ARTICLE 9

## *NON-DISCRIMINATION*

9.1. The parties agree that there shall be no discrimination against any bargaining unit member because of race, color, creed, sex, age, nationality, political affiliation, religious affiliation, sexual preference or handicap.

## ARTICLE 10

## *LIMITATIONS UPON UNION ACTIVITY*

10.1. No Union member or officer shall conduct any Union business on City time except as specified in this Agreement.

10.2. No Union meeting shall be held on City time.

## ARTICLE 11

## *DUES & FAIR SHARE DEDUCTIONS*

11.1. An employee may authorize the City to deduct Union dues from their paycheck by executing an authorization card and submitting it to a City designated administrator. The check-off shall become effective two (2) pay periods after filing.

11.2. 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.

11.3. The City will deduct from the biweekly earnings of all employees represented by the Union who have not authorized dues deductions by dues deduction cards, a fair share amount that is equal to that part of the monthly dues certified by the Union as the dues deduction uniformly required of all members of 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.

11.4. The Union shall file a report with the Division of Labor Relations certifying the amount of the employee dues deduction that is uniformly required of all employees represented by the Union. Changes in uniform employee dues or fair share amounts to be deducted shall be certified by the Union and filed with the Division of Labor Relations at least four (4) weeks before the start of the pay period the changed deduction is to be effective.

11.5. The dues or fair-share deduction will be made to the Union which represents the employee the majority of their time in the pay period. If the time is equal, the dues or fair-share deduction will be made to the Union representing the employee the majority of time in the last week of the pay period.

11.6. 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.

11.7. 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.

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

## ARTICLE 12

## *PROHIBITION OF STRIKES AND LOCKOUTS*

12.1. The Union shall neither cause nor counsel its members, to strike, nor shall it in any manner cause them either directly or indirectly to commit any concerted acts of work stoppage, slowdown, or refusal to perform any customarily assigned duties for the City. However, whether or not the Union is liable for such acts or actions, any employee who commits any of the acts prohibited in this section may be subject to the following penalties:

a. Discharge as provided for by law.

b. Other disciplinary action as may be applicable to the employee.

c. Loss of all compensation, vacation benefits, and holiday pay as determined by the City.

12.2. 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. Such notification by the Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of the City. In the event that a wildcat strike occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue orders and/or take action shall be considered in determining whether or not the Union caused, directly or indirectly, the strike.

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

12.4. In the event a dispute arises between the parties with respect to whether or not the Union has caused or authorized, either directly or indirectly, a strike, acts of work stoppage, slowdown, refusal to perform any customarily assigned duties, or in the event of a dispute arising as to whether or not the City has locked out employees, the disputes shall be determined in final and binding arbitration as set forth in this Agreement.

## ARTICLE 13

## *DISCIPLINE*

13.1. 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.

13.2. Notice for non-emergency disciplinary situations shall not be subject to the provisions of Article 5 of this Agreement, requiring "certified mail," but shall be given, if during business hours, by the most expeditious means, to the President of the Union. Thereafter the notice is to be confirmed in writing within twenty-four (24) hours and if not during normal business hours, notice shall be given or confirmed on the next business day.

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

## ARTICLE 14

## *GRIEVANCE PROCEDURE*

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

14.2. Step One. An employee who has a grievance shall first present the grievance orally to the employee's immediate supervisor, either alone or accompanied by a Union representative, within ten (10) working days of the occurrence of the incident leading to the grievance.

14.3. Step Two. If the grievance is not settled at the first step, it shall be reduced to writing and presented to the Division Head or his/her designee within ten (10) working days of the completion of Step One. Within ten (10) working days of his/her receipt of the written grievance initiation, the Division Head or his/her designee shall furnish the employee and the Union with a written answer to the grievance, except that, in cases where the Division Head or his/her designee determines that a meeting with the Union regarding the grievance is desirable, the time limit for a written response shall be ten (10) working days from the date of such meeting.

14.4. Step Three. If the grievance is not settled at the second step, the Union may appeal in writing within ten (10) working days of the receipt of the second step answer to the Department Head or his/her designee, who shall confer with the aggrieved and the Union and notify the aggrieved and the Union of a decision in writing within ten (10) working days from the date of such meeting.

14.5. When a grievance meeting is held at the third step of the grievance procedure, a named employee who has filed a grievance, and the Union official or representative whose presence for the purpose of giving testimony is required, shall be given notice of at least twenty-four (24) hours before a meeting is held unless the grievant and the Union waive the requirement of this notice.

14.6. If a Union grievance is not settled at the third step, or if any grievance filled by the City cannot be satisfactorily resolved by conference with appropriate representatives

of the Union, either party may proceed to the next step as provided.

14.7. Step Four. If the answer of the Department Head or his/her designee upon a matter which can be submitted to final and binding arbitration is unsatisfactory to the Union, and the Union advances the grievance to arbitration in writing within 30 days of the Step 3 answer, it shall be reviewed at a meeting between the Labor Negotiator and the Director of the Union or their designees held periodically for that purpose within 30 working days from the Union's request to proceed to arbitration. The designated participants in the meeting shall be empowered to settle the grievance and no step in the arbitration process shall occur until the meeting has occurred or the parties by written agreement have waived such meeting.

14.8. All written grievance appeals shall set forth the provision of the Agreement under which the grievance was filed.

## ARTICLE 15

## *ARBITRATION PROCEDURE*

15.1. No item or issue may be the subject of arbitration unless arbitration is requested in writing within 90 working days following the action or occurrence which gives rise to the issue to be arbitrated.

15.2. Arbitration may be initiated by the Union serving upon the City a notice, in writing, of its intent to proceed to arbitration. The notice shall identify the contract provision upon which it relies, the grievance or grievances, the department, and the employees involved.

15.3. Unless the parties, within five working days following the receipt of the written notice agree upon an arbitrator, either party may, in writing, request the Wisconsin Employment Relations Commission to submit a list of five arbitrators to both parties. The parties shall within five working days of the receipt of the list meet for the purpose of selecting the arbitrator by alternately striking names from the list until one name remains.

15.4. Whenever one of the parties deems the issue to be of such significance as to warrant a panel of three arbitrators, each party shall, within five working days of the request to proceed to arbitration, appoint one arbitrator and the two arbitrators so appointed shall agree on a neutral person to serve as the third arbitrator and chairperson, who shall be selected in the manner and in the time specified for the selection of a single arbitrator.

15.5. For purposes of brevity, the term "arbitrator", shall refer either to a single arbitrator or a panel of arbitrators, as the case may be.

15.6. The following subjects shall not be submitted to arbitration:

a. Provisions of the Agreement which relate to or in any manner affect the obligations of the City as expressed or intended by the provisions of Chapter 65, Wisconsin Statutes.

b. The statutory or charter obligations which are by law delegated to the Common Council

c. The elimination or discontinuance of any job, except as provided in the contracting and subcontracting provision of this Agreement.

d. Any pension matter.

e. Disputes or differences regarding the classification of positions, promotion of employees, and elimination of positions.

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

15.7. No issue shall be subject to arbitration unless the issue results from an action or occurrence which takes place following the execution of this Agreement. In the event that this Agreement is terminated or breached for any reason, rights to arbitration shall cease. This provision, however, shall not affect any arbitration proceeding which was properly commenced prior to the expiration or termination of this Agreement.

15.8. 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.

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

the dispute submitted to arbitration.

15.10. No award of any arbitrator may be retroactive for a period greater than 90 working days prior to the formal request for arbitration as herein provided, nor shall it cover or include any period prior to the date of execution of this Agreement.

15.11. The arbitrator shall neither add to, detract from, nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.

15.12. The arbitrator shall expressly be confined to the precise issue submitted for arbitration and shall not submit declarations of opinion which are not essential in reaching the determination of the question submitted unless requested to do so by the parties. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator within sixty (60) working days after the notice of appointment unless the parties to this Agreement shall extend the period in writing by mutual consent.

15.13. All expenses involved in the arbitration proceeding shall be borne equally by the parties. Expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with the proceeding shall be borne by the party at whose request the witnesses or depositions are required.

## ARTICLE 16

## *SENIORITY FOR LAYOFF PURPOSES*

16.1. Seniority for layoff purposes is defined as the relative status of an employee in a particular job title represented by the Union based upon the employee's regular appointment date to such job title or the date he/she transferred to such job on a City Service Commission approved transfer, to which will be added, in case of a reduction of an affected employee to a lower classification represented by the Union, the seniority the affected employee had in that other job title represented by the Union.

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

16.3. For the purpose of layoff, up to three (3) officers of the Union (the president and two additional officers designated by the Union) shall have seniority preference over all other employees in their particular job and job title within the department.

16.4. Upon a reduction in supervisory and/or managerial positions, a supervisory or managerial employee affected may be returned to a job title they previously held in a bargaining unit. An employee promoted to a management or supervisory position after May 15, 1973, from a position within the certified bargaining unit, shall continue to accumulate seniority for not more than a maximum period of two calendar years. Thereafter, they shall retain, but not continue to accumulate, seniority while in a management or supervisory position. For an employee promoted prior to May 15, 1973, the employee would receive their seniority as a member of the bargaining unit plus their seniority as a management or supervisory employee of the City for not less than two years if earned, or a period equal to one-half of their seniority as a managerial or supervisory employee in excess of two years up to a maximum of eight years.

16.5. Should the City find it necessary to effect a reduction in its work force, it shall give

the Union notice and in no case less than four (4) weeks prior to the effective date of the layoff of the initially affected employees. The City and the Union shall meet within three (3) working days of the notice to discuss layoffs. The City, at this meeting, shall provide the Union with a current seniority list of the department. At this meeting, the Union will identify those employees who are subject to the terms of 16.3, above.

16.6. When layoffs are occasioned by an emergency or when the duration is not expected to exceed twenty (20) working days, the foregoing provisions regarding notice and the rules hereinafter set forth shall not apply. In such cases, the City shall notify the Union immediately of the situation and shall meet with the Union within three (3) working days to fully apprise it of its reasons for the layoff and its expected duration.

16.7. When layoffs are occasioned by seasonal fluctuations, the provisions of 16.5 and 16.6 as regards to notice by the City and the requirements of meeting with the Union shall not apply.

16.8. 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 lay off or recall employees out of their order of seniority for a period of up to twenty (20) work days.

16.9. When it becomes necessary to reduce the work force in a particular job, the employee with the least seniority in the job title shall be laid off and bump the least senior employee holding a job title which the affected employee previously 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.

16.10. Breaks in Seniority

a. Union bargaining unit seniority shall be broken when an employee:

(1) Retires;

(2) Resigns from City Service;

(3) Is discharged and the discharge is not reversed;

(4) Is terminated during his/her initial probationary period;

(5) Is not recalled from a layoff for a period of three (3) years if the layoff results in a discontinuation of the employee's service with the City;

(6) Is not recalled from a layoff for a period of seven (7) years if, during the layoff, the employee's service with the City is continuous;

(7) Is recalled from a layoff and does not report for work within three (3) calendar weeks;

(8) Does not return at the expiration of a leave of absence.

(9) 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.

b. Classification seniority shall be broken when an employee:

(1) Is terminated during a probationary period;

(2) Is voluntarily or involuntarily demoted; or

(3) Is not recalled from a layoff for a period of three (3) years if during the layoff the employee's service with the City is continuous.

In case of (2), above, if the employee is reinstated or promoted to the position from which he/she was demoted, the date of such reinstatement or promotion shall become the employee's classification seniority date unless otherwise determined by the City Service Commission. Seniority in a lower classification shall not be affected by demotion from a higher classification.

16.11. An affected employee who bumps to a position in a lower pay range held by an employee with less seniority shall be paid at the normal maximum of the pay range in which the job falls. In no event shall an employee, by application of this provision, be paid in excess of the rate of pay they were earning prior to their reduction.

16.12. When an employee who has been reduced in rank from a position they previously held, is recalled to a job classification in a pay level above their current position but

lower than the pay levels of the original position, they will be paid at a rate nearest the rate paid in the original position. In no event shall an employee by application of this clause, be paid in excess of the rate of pay they were earning prior to their reduction. This paragraph will not apply to the laborer and other related positions now covered by the "time in grade" rules for positions affected by seasonal fluctuations.

16.13. Recall to the job a laid-off employee held 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 they held at the time of their layoff again becomes available.

16.14. Employees in an affected job and job title having the same starting date shall have their seniority status determined by their examination rank on the eligible list and where ranks do not prevail, seniority shall be determined by lot at the Department of Employee Relations with a Union representative present.

16.15. An employee hired on an exempt basis by the City directly into a manpower program or training project, such as the Comprehensive Employment Training Act, which depends for its continued existence on the availability to the City of federal or state funds is not to be regarded as subject to the protection of the provisions of this Article.

16.16. An employee hired or promoted by the City on a regular appointment basis under City Service Commission rules and regulations into a program or project which depends for its continued existence on the availability to the City of federal or state funds shall be regarded as subject to the protection of the provisions of this Article. An employee who is transferred into one of these programs or projects who has attained City Service status at the time of entry into the program or project shall continue to accrue seniority during the course of their service in the program or project and shall be regarded as subject to the protection of the provisions of this Article. Any new program or project which depends for its continued existence on the availability to the City of federal or state funds shall be subject to the protection of the provisions of this article upon mutual consent of the City and the Union.

16.17. Except for employees in positions covered by subsection 16.4., above, employees covered by this Agreement from and after January 1, 1991, shall not be bumped by an employee outside of the Union bargaining unit and shall not have bumping and recall rights to positions outside the Union bargaining unit.

## ARTICLE 17

## *BASE SALARY*

17.1. 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.

17.2. The base salary of an employee shall be paid biweekly and shall be in compensation for the full performance of the regularly scheduled hours of work for the given biweekly pay period in accordance with Article 17 of this Agreement.

17.3. 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. 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.

17.4. An employee who is promoted to the Bridge Operator Lead Worker job classification shall receive a new salary anniversary date.

17.5. The City reserves the right to make corrections of errors to the salary ordinance, if any are found.

17.6. In the event the City discontinues the remote control operations on a permanent basis, an eight dollar biweekly amount shall be subtracted and eliminated from the base salary of Pay Ranges 704 and 710.

17.7. 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 the 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.

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

17.9 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. For Regular employees two (2) furlough days shall be included in the Fall Job Pick schedule and two (2) furlough days shall be included in the Summer Job Pick schedule. For Seasonal employees two (2) furlough days shall be included in the Summer Job Pick schedule. All furlough days shall be in conjunction with a scheduled 'off day'. 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 18

## *SPECIAL PAY PRACTICES*

18.1. An employee assigned to the maintenance crew on a full-day basis, will be paid a premium of $0.50 per hour for the period of such assignment.

## ARTICLE 19

## *HOURS OF WORK*

19.1. The normal work day for an employee covered by this Agreement shall be eight (8) consecutive hours per calendar day. 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 establishment of rotating or shortened work periods.

19.2. The normal work week shall consist of five (5) calendar days. Where departmental operations require work on Saturdays and Sundays, this work shall not constitute overtime work as defined in Article 20 of this Agreement. The City shall have the right to change an employee's work schedule and/or assigned shift and such work shall not constitute overtime work as defined in Article 20 so long as any changes are arranged in advance. "Arranged in Advance" means that an affected employee is notified of the change in their work schedule not less than 48 hours before the start of the changed shift, and not later than quitting time of the last regular shift preceding the scheduled change.

19.3. "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 and time lost due to civil emergencies by employees who were ready, willing, and able to report to work.

19.4. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, per week, or for any other period of time except as may be specifically provided.

19.5. The starting times for employees will be as published by the Infrastructure Services Division-Bridge Operations/Maintenance Unit.

## ARTICLE 20

## *OVERTIME*

20.1. Overtime means authorized work performed outside the regularly scheduled 8-hour shift or in excess of the regularly scheduled 40-hour week as defined in Article 19 of this Agreement, which, within established limits, is compensated for in extra time off or in extra pay. Overtime compensation will only be paid for time actually worked.

20.2. It is the intention of the City to incorporate into this labor agreement the overtime pay benefits which are provided to employees and the terms and conditions under which they are administered. If there is a conflict between the terms of this article and a City Ordinance pertaining to overtime pay in effect at the time this contract is ratified, the City resolves to settle that conflict in a manner that would not cause a diminution of this benefit.

20.3. All employees in the bargaining unit shall be eligible for overtime compensation.

20.4. Overtime compensation shall be as follows:

a. Compensatory Time:

(1) Overtime will be compensated for at the rate of one and one-half (1.5) times the overtime hours actually worked in compensatory time off, except where cash overtime is appropriate as set forth in section (b), below.

(2) The accumulated credit for each employee at no time shall exceed 120 hours worked which is the equivalent on a time and one-half (1.5) basis to 180 hours to be taken off.

b. Cash Overtime:

Cash overtime may be authorized by the Commissioner of Public Works at his discretion and paid at the rate of 1.5 times the actual overtime hours worked for operating and Maintenance employees of the Department of Public Works.

c. Special Overtime Compensation:

For non-scheduled overtime hours which the employee is required to work on Sundays and on normal City holidays designated in this Agreement, the

employee shall be compensated at the rate of one and three quarters (1.75) times regular base salary in compensatory time off or in cash. Non-scheduled overtime is an overtime work assignment that is not "arranged in advance" as defined in section 19.2, Hours of work. Hours of work affected by this paragraph shall be those which fall on a Sunday or a normal City Holiday.

20.5. The Department head or designee shall have the authority to schedule all overtime work to be performed consistent with the provisions of this Article. The City shall have the authority to reduce compensatory time balances.

20.6. Application of the provisions of this Article shall not involve pyramiding of overtime.

20.7. Any payments made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.

## ARTICLE 21

## *SHIFT AND WEEKEND DIFFERENTIAL*

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

a. Second Shift: $0.40 per hour.

b. Third Shift: $0.45 per hour.

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

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

21.4. An employee performing work under Article 20 of this Agreement shall not receive shift or weekend differential pay for the same hours regardless of the period worked.

## ARTICLE 22

## *CALL-IN PAY*

22.1. An employee, who reports for work at a regularly assigned time and who is officially excused and sent home due to lack of work or inclement weather before completing two (2) hours of work shall be credited with two (2) hours of pay at their straight time rate.

22.2. An employee who reports to work on a day other than Sunday or a holiday for an emergency overtime assignment at the direction of competent authority, and who is officially excused before completing three (3) hours of work, shall be credited with three (3) hours of pay at time and one-half (1.5); such credit shall be given in cash or compensatory time off in accordance with Article 20 of this Agreement.

22.3. An employee who is required to work emergency overtime hours on a Sunday or a holiday at the direction of competent authority, and who is officially excused before completing three (3) hours of work shall be credited with three (3) hours of pay at time and three quarters (1.75); such credit shall be given in cash or compensatory time off in accordance with Article 20.

## ARTICLE 23

## *TERMINAL LEAVE*

23.1. 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.

23.2. 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.

23.3. Terminal Leave Compensation benefits shall be made as soon as administratively possible after the employee's effective date of retirement.

23.4. An employee shall receive Terminal Leave Compensation only once during their lifetime.

## ARTICLE 24

## *CLOTHING ALLOWANCE*

24.1. Losses, including claims pending on the date of this contract, limited to $500.00 for wearing apparel or tools, sustained by members of the bargaining unit will be considered for reimbursement by a committee of three (3) selected by the Commissioner of Public Works.

24.2. The City will provide a combined clothing and boot allowance as follows:

Bridge Operators - $80.

Bridge Operators assigned to the Maintenance Crew - $110.

These allowances shall be paid as soon as administratively practicable after December 3lst of each calendar year. An employee must be on the payroll a minimum of eight (8) calendar weeks in a year in order to qualify for this allowance. An employee shall only receive one clothing allowance per year.

24.3. All bargaining unit employees shall procure a pair of boots to be worn during the performance of such duties as cleaning pits. The City may require that the employee wear the pair of boots while engaged in the performance of the duties for which the boots were intended. Maintenance of the pair of boots shall be the responsibility of the employee.

## ARTICLE 25

## *SAFETY SHOE ALLOWANCE PROGRAM*

25.1. All employees in the Union who are required to wear an approved safety shoe must comply with the following requirements and procedures before a safety shoe allowance can be granted:

a. One pair of safety shoes (Classifications USAS Z41.1-1991/75 or the newest ANSI or USAS number identified by the City) must be purchased before the safety shoe allowance can be granted.

b. At least one of the two shoes must be legibly stamped ANSI or USAS Z41.1-1991/75 or with the newest ANSI or USAS number identified by the City.

c. A dated receipt bearing the name of the employee which clearly shows that one pair of ANSI or USAS Z41.1-1991/75 safety shoes, or the newest ANSI or USAS safety shoes identified by the City, have been purchased must be obtained. A duplicate copy of the dated receipt shall be acceptable proof of purchase provided, however, the original dated receipt must be shown at the time a claim for reimbursement is made.

d. The safety shoe receipt must be presented to the immediate supervisor prior to December 31st of the calendar year in which claim is made for the safety shoe allowance.

e. The style of the shoe must meet Department requirements.

f. A minimum of eight calendar weeks on the payroll is required during the year in which a claim is made.

g. Only one safety shoe subsidy, in any form, will be granted to a City employee during a calendar year.

25.2. No employee may participate in more than one City-sponsored program and no employee who is in a classification not required to wear safety shoes but who elects to wear them can claim reimbursement.

25.3. Compensation for an employee in a classification whose work the City determines by rule requires that the employee wear safety shoes, shall be up to one hundred and

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

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

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

## ARTICLE 26

## *TUITION AND TEXTBOOK REIMBURSEMENT*

26.1. 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.

26.2. In the event that an employee is ineligible to receive tuition or textbook reimbursement under the provisions of 26.l, above, and meets the criteria specified under 26.3 and 26.4, below, the City shall provide the employee reimbursement of tuition, laboratory fees and required textbooks for approved courses of study up to an aggregate maximum reimbursement of $1,200 per year in calendar year 2010 and 2011, of which any portion may be used for reimbursement of costs for required laboratory fees and textbooks.

26.3. In order for the employee's courses of study to qualify for reimbursement under 26.2, above, the following criteria must be satisfied:

a. All coursework and related homework must be done on the employee's own time, except that coursework approved to be on City time by both the employee's department head and the 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 a reasonable promotional opportunity in City government.

c. Courses must be taken at accredited institutions or schools currently approved by the Personnel Department.

d. Any portion of the tuition maximum may be used for courses which are less than three weeks in duration that are approved by management.

e. An employee must submit an application for reimbursement (including a copy of official grade report) to a City-designated administrator on a form provided by the City no later than eight (8) weeks following the last course date of the

course for which reimbursement is requested. All receipts for tuition and required textbooks must be submitted with the application within this eight-week time limitation.

26.4. An employee must remain in service for a six-month period after receiving Tuition and Textbook reimbursement from the City or the amount reimbursed will be deducted from the employee's final paycheck.

26.5. Payment of reimbursement described under 26.2, above, shall be made as soon as administratively practicable after the reimbursement application and evidence of successful completion of the approved course(s) of study is received. 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 criteria in Article 26.3., payment will be deducted from the employee's paycheck.

26.6. 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.

26.7. The Employee Relations Director shall administer this program in accordance with practices established for the City's general reimbursement program.

## ARTICLE 27

## *SICK LEAVE*

27.1. Eligibility for sick allowance shall begin after the completion of six months of actual service following regular appointment, but accumulations shall be retroactive to the time of regular appointment.

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

27.3. The maximum sick leave accrual for all employees will be capped at 120 days.

27.4. Management will meet with employees to discuss sick leave records prior to the issuance of any sick leave warning notices.

27.5. 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.

27.6. An employee will not be subject to home visits or phone calls if the employee has not used sick leave for 26 consecutive pay periods, so long as the employee is not subsequently issued a Sick Leave Control Letter. If an employee is issued a Sick Leave Control Letter, the employee will again be subject to home visits and phone calls until such time as the employee completes 26 consecutive pay periods with no sick leave use following the issuance of the Sick Leave Control Letter. During Pay Period 1 of each fiscal year, the Division will identify employees who have not used sick leave during the previous fiscal year and will release them from the home visit/phone call requirement. Employees who, in a pay period other than the last pay period of a fiscal year, complete 26 consecutive pay periods with no sick leave use are responsible for notifying the Division of such completion if they wish to be released from the home visit/phone call requirement. For purposes of this section, "fiscal year" shall be defined as Pay Periods 1-26 or 1-27, whichever is appropriate.

27.7. It is the intention of the City to incorporate into this labor agreement the sick leave benefits which are provided to an employee and the terms and conditions under which they are administered. If there is a conflict between the terms of this Article and City Ordinance, City Service Commission Rule or Regulation pertaining to sick leave pay in effect at the time this contract is ratified, the City resolves to settle that conflict in a manner that would not cause a diminution of this benefit.

27.8. 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 Period 1-9

Trimester 2 - Pay Period 10-18

Trimester 3 - Pay Period 19-26 or 19-27, whichever is applicable

c. An employee shall be eligible for a trimester sick leave incentive benefit only if:

(1) During the full term of the trimester, the employee did not use any paid sick leave, did not receive injury pay, was not on an unpaid leave of absence, was not AWOL, was not tardy, was not suspended from duty for disciplinary reasons and did not take any unpaid time off the payroll; and

(2) During the full term of the trimester, the employee was in active service; and

(3) At the beginning of the trimester, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 120 hours; and

d. An employee on seasonal layoff who meets all the criteria set forth in section 27.8.c., except for the fact that he/she was on seasonal layoff status for two (2) pay periods or less during the trimester, shall be eligible for a trimester

sick leave control incentive benefit as provided in section 27.8.e. on a prorated basis.

e. In a Trimester period set forth in subsection a. and b., above, that an employee is eligible for a sick leave control incentive program (SLIP) benefit, the Department/Division-head shall determine which one of the two types of SLIP benefits listed below the eligible employee shall receive (at the Division/Department Head's discretion, the employee may make this determination in accordance with procedures established for that purpose by the Division/Department head):

(1) A special sick leave incentive payment

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

(2) A special incentive leave

An employee receiving a special incentive leave, shall earn one eight-hour day off with pay. Such 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 may be used any time in the following fiscal year. An employee may use such day off with pay on a date he/she has requested provided the employee gives his/her supervisor at least forty-eight hours notice in advance of the date requested, management approves the requested date and no overtime results for any employee

because of the requested day. 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 28

## *VOLUNTARY POLITICAL CHECK-OFF*

28.1. The City shall, during each pay period during the term of this Agreement, deduct from the biweekly earnings of employees in the bargaining unit, the employees' voluntary political contribution, and submit said deduction to the Union on a biweekly basis. The political check form shall be as provided by the Union and in compliance with Federal Election Commission requirements.

## ARTICLE 29

### *DUTY INCURRED DISABILITY PAY*

29.1. An employee with regular Civil Service status, who sustains an injury while performing within the scope of their employment, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), may receive up to 80% of his/her base salary, as "injury pay," in lieu of Worker's Compensation for the period of time he/she may be temporarily, totally or partially, disabled because of this injury, not to exceed a total of one calendar year. For an employee receiving eighty (80) hours of "injury pay" in a pay period, the "injury pay" of the employee for such pay period shall not exceed the amount of net pay he/she would have received if he/she had not been on "injury pay" during such pay period. For purposes of this Article, net pay is defined as the employee's base salary minus the following, as determined by the City: (1) FICA withholding, (2) Medicare withholding and (3) the federal and state income tax withholding as prescribed by law for the pay period immediately prior to the pay period for which he/she is determined to be eligible for "injury pay". For an employee receiving less than eighty (80) hours of "injury pay" in a pay period, the "injury pay" of the employee for such hours shall be 80% of his/her base salary.

29.2. An employee may not receive "injury pay" for more than one year (250 working days) during their employment regardless of the number of compensable injuries sustained. For an employee receiving eighty (80) hours of "injury pay" in a pay period, the employee may not receive less than the minimum amount required by the Worker's Compensation Act.

29.3. In providing injury pay in an amount as indicated in 29.1. and 29.2., above, the employee agrees to allow the City to make the applicable payroll adjustment to his/her biweekly pay check and to 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 receiving injury pay.

29.4. 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.

29.5. Questions involving eligibility for "injury pay" shall be determined under the applicable law and the substantive and procedural rules of the Department of Workforce Development (formerly the Department of Industry, Labor and Human Relations) relative to Worker's Compensation and in the event of a dispute between the City and the employee relative to such eligibility, the Department of Workforce Development and the courts, upon the statutorily prescribed review thereof, shall be the sole and final arbiters of such dispute.

29.6. Notwithstanding 29.1 through 29.5, above, an employee who has not successfully completed his/her initial probationary period with the City shall not be entitled to "injury pay" (Duty Incurred Disability Pay).

29.7. If the Internal Revenue Service (IRS) determines that the injury pay benefits provided hereunder are taxable as wages, then beginning with the effective date of this determination, the City will no longer require the applicable employee deduction from injury pay benefits provided for in section 29.3., above.

## ARTICLE 30

## *LONG TERM DISABILITY PROGRAM*

30.1. The City will offer a Long-Term Disability ("LTD") Benefit Program.

30.2. 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.

30.3. 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.

30.4. 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.

30.5. 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 31

## *VACATIONS*

31.1. An employee shall earn vacation time in the following manner:

a. 3.4 hours per pay period for employees who have completed less than 4 years creditable service.

b. 5.0 hours per pay period for employees who have completed at least 4 but less than 9 years of creditable service.

c. 6.5 hours per pay period for employees who have completed at least 9 but less than 14 years of creditable service.

d. 8.0 hours per pay period for employees who have completed at least 14 years of creditable service.

31.2. 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 31.1. 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) hours in a pay period shall not count toward vacation accrual.

31.3. 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.

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

a. 128 hours for employees who have completed less than 4 years of service.

b. 168 hours for employees who have completed at least 4 years of service but less than 9 years of service.

c. 208 hours for employees who have completed at least 9 years of service but less than 14 years of service.

d. 248 hours for employees who have completed at least 14 years of service.

e.

31.5. 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 eighty (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.

31.6. 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.

31.7. 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.

31.8. a. In addition to Article 31.8.b below, one of the vacation days earned per fiscal year may be scheduled as a single day off. Anytime during a fiscal year, employees may request the scheduling of such day at least forty-eight hours in advance and the request is subject to the approval of management.

b. Employees assigned to the Maintenance Crew shall be allowed to schedule one

(1) week (five days) of their earned vacation as single days off. Employees shall request the scheduling of these days at least forty-eight (48) hours in advance and the request is subject to the approval of management.

31.9. Transitional Vacation Account

The amount of vacation earned by an employee in 1995 for use in 1996 that was placed in a Transitional Vacation Account (TVA) 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.

31.10. Upon written request, the Division Head may credit vacation accounts to compensate employees who take an approved leave of absence of 5 days or less.

31.11. When an employee is recalled from a winter layoff, a positive eight hour vacation adjustment will be added to such employee's vacation account. Not more than one eight hour adjustment will be allowed per calendar year.

## ARTICLE 32

## *HOLIDAYS*

32.1. Employees in classifications covered by this Agreement shall receive time off for work on holidays.

32.2. Such days off shall be granted with pay during the non-navigable season at the rate of time and one-half (1 1/2X). The non-navigable season shall be defined as from the first week in December through the last week of April.

32.3. Holiday allowance shall be granted at the rate of seven-eights (7/8) of a day per month at time and one-half (1 1/2X) for all service of less than one (l) calendar year.

32.4. Administration and scheduling of holiday benefits shall be controlled by management. Employees shall be allowed to schedule one (l) week of days off for work on holidays as single days off, provided:

a. A request is made twenty-four (24) hours in advance of the date requested.

b. Management approves the requested day.

c. No overtime results for any employee because of the requested day.

32.5. The recognized holidays are:

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

32.6. Whenever Independence Day (July 4) falls on a Saturday, the preceding Friday shall be observed as a holiday.

32.7. Whenever New Year's Day, Independence Day, or Christmas Day falls on a Sunday, the following Monday shall be observed as a holiday.

32.8. Whenever New Year's Day or Christmas falls on a Saturday, the following Monday shall be observed as a holiday.

32.9. An additional day off with pay shall be granted at straight time in recognition of Martin Luther King's birthday subject to the following terms and conditions:

a. Administration and scheduling of this day off shall be controlled by management.

b. A request is made forty-eight hours in advance of the date requested.

c. Management approves the requested day.

d. No overtime results for any employee because of the requested day.

e. Paragraphs 32.1 through 32.8 of this Article, above, shall not apply to this day off given in recognition of Martin Luther King's Birthday.

32.10. The provisions of this Article shall not in any way abridge the City's right to schedule an employee to work on recognized holidays.

32.11. 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 33

## *MILITARY LEAVE*

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

a. Subject to the terms and conditions provided in subsections 33.1.b. through d., below, an employee shall be entitled to time off with pay when required to take leave of absence for: (i) military training duty and/or (ii) military duty in the State of Wisconsin because of riot or civil disturbance.

b. Maximum Amount of Time Off With Pay

(1) If training is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays, Sundays and legal holidays during a calendar year. If civil disturbance leave is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays, Sundays and legal holidays during a calendar year.

(2) If training and/or civil disturbance leave is taken on an intermittent basis during a calendar year by permanent full-time employees whose normal hours of duty average 40 hours per week, said leave shall not exceed ten work days, including Saturdays, Sundays and legal holidays during a calendar year for training and ten work days, including Saturdays, Sundays and legal holidays, during a calendar year for civil disturbance duty. Said leave shall be granted by the head of the department in which the employee works upon presentation of satisfactory evidence of military, air force or naval authority to take such training.

c. All employees who, because of honorable service in any of the wars of the United States, are eligible for veterans' preference for employment by the City and/or as provided in Section 45.35(5) of the Wisconsin Statutes shall receive full City pay plus all military pay for duty covered under subsection 33.1.b. In all other cases, the employee agrees to allow a payroll adjustment to their

biweekly pay check, deducting an amount equal to their military pay for duty (up to a maximum equal to the City pay received under subsection 33.1.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.

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

a. An employee who enlists or is inducted or ordered into active service in the Armed Forces of the United States or the State of Wisconsin, pursuant to an act of the Congress of the United States or the Legislature of the State of Wisconsin or an order of the Commander-in-Chief, shall be granted a leave of absence during the period of such service.

b. Upon completion and release from active duty under honorable conditions and subject to the terms and conditions provided in subsection 33.2.c., below, an employee on military leave of absence shall be reinstated into the position held at the time of taking leave of absence or to a position of like seniority, status, pay and salary advancement, provided, however, that they are still qualified to perform the duties of their position or similar positions.

c. The right to reinstatement provided in subsection 33.2.b., shall be terminated unless the employee satisfies the following conditions:

(1) Reinstatement From Military Reserve or National Guard Duty

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

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

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

(b) All Other Active Duty

Subject to Section 673(b), Title 10, United States Code, an employee not covered under subsection 33.2.c (1)(a), shall report back for work with the City: (i) at the beginning of the employee's next regularly scheduled work shift after the expiration of the last calendar day necessary to travel from the place of training to the place of employment following the employee's release from active duty, or (ii) the employee's discharge from hospitalization incident to active duty for training or one year after the employee's scheduled release from training, whichever is earlier.

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

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

An employee inducted or enlisted into active duty with the Armed Forces of the United States for a period of at least 90 consecutive days, where active duty is not covered by subsection 33.2.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 33.2.c(1) or 33.2.c(2), 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.

33.3. 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.

33.4. 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.

33.5. 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 34

### *TIME OFF FOR JURY DUTY*

34.1. An employee shall be granted time off with pay for reporting for jury duty upon presentation of satisfactory evidence of jury duty service. The employee agrees to allow a payroll adjustment to his/her biweekly paycheck, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such duty or service performed on off-duty days) for such duty or service. No greater amount of time off shall be granted than necessary, and in any case where an employee is called for jury duty and reports without receiving a jury assignment for that day, or in a case where an employee is engaged in jury duty for a part of a day, the employee shall call their supervisor and if directed, shall report for the performance of City duties for the remainder of the day.

34.2. 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.

34.3. An employee shall not be eligible for overtime while on jury duty or being under subpoena even if jury duty or being under subpoena extends beyond eight hours in one day.

34.4. An employee scheduled to work second or third shift assignments shall be reassigned to the first shift during jury duty or when under subpoena per 34.2., above for shifts which occur Monday through Friday; if the employee performs jury duty or is under subpoena per 34.2., above on Saturday or Sunday and is scheduled to work a second or third shift assignment(s), the employee will be reassigned to the first shift.

## ARTICLE 35

## *FUNERAL LEAVE*

35.1. 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 January 2, 2005, for purposes of this Article only, include spouse's sibling's spouse in the definition of brother-in-law and sister-in-law.

c. Effective January 2, 2005, for purposes of this 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.

35.2. 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 an employee's scheduled day off, then the following work day shall be treated as the day after the funeral for purposes of this article.

35.3. In the case of a death of the employee's grandparent the employee may use one work day with pay to attend the funeral of that grandparent.

35.4. 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.

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

## ARTICLE 36

## *PENSION BENEFITS*

36.1. 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:

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. 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.

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 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.

   In order to be eligible for this benefit the employee shall provide notice, of his or her intent to retire in 2010, to the Department Head or designee by August 31, 2010.

   This provision shall expire December 31, 2010.

## ARTICLE 37

## *HEALTH INSURANCE*

37.1. Benefits

a. Basic Plan

During the term of this Agreement, Basic Plan health insurance benefits shall be the same as the Basic Plan benefits that were provided in the 2007-2009 City/Union Agreement and as follows:

(1) Every medical procedure that can be performed on an outpatient basis shall not be covered by these benefits when the procedure is performed on a hospital inpatient basis. Procedures that can be performed on an outpatient basis that are done on an inpatient basis in conjunction with other procedures requiring inpatient status, or any procedures performed on an inpatient basis that constitute a medically verifiable exception (as determined by the Utilization Review Contractor) to the requirement that it be performed on an outpatient basis, shall be covered.

(2) Existing benefits provided under the "Hospital Surgical-Medical Contract Base Coverage" part of the Basic Plan for inpatient hospital treatment of alcoholism, drug abuse and nervous and mental disorders shall be available to each participant for a maximum of thirty (30) days during any one calendar year; provided, however, that for inpatient hospital treatment of nervous and mental disorders only, an extension 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, including the current maximum benefits provided under the "Major Medical Coverage" part of the Basic Plan type of nervous or mental care rendered to a patient without confinement shall be 80% of two thousand dollars ($2,000) of charges.

(4) 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 and substance abuse and home health services. The program would 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 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 of denial of the procedure.

(5) A medical "hot-line" as established by the City shall continue. This "hot-line" shall put employees and their families in immediate touch with health care professionals for information on the value, availability, use and price of the various health care services in the area.

(6) Transplant Benefits

(a) Medically necessary human to human heart transplants shall be a covered benefit under the Basic Plan. The participant must obtain prior authorization from the Utilization Review Contractor and is subject to the terms and conditions of the Pre-Admission Review Program set forth in subsection 37.1.a.(4) of this Article, above.

(b) The aggregate lifetime maximum benefit limit per participant for all organ or tissue transplant services for all covered transplant procedures is $250,000. This aggregate lifetime maximum benefit limit applies to all benefits arising out of an organ or tissue transplant.

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

(8) The Major Medical lifetime maximum shall be $500,000.

b. Health Maintenance Organization (HMO) Plans

(1) Except as provided in subsection 37.1.b.(2), 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 37.1.b.(3), the benefits for employees enrolled in an HMO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations.

(2) The City may offer to employees an Exclusive Provider Organization (EPO) Plan instead of or in addition to a Health Maintenance Organization (HMO) Plan. An EPO Plan offered by the City shall use a Southeastern Wisconsin network and shall only include in-network benefits. There shall be no coverage for services obtained outside of the EPO Plan network. The benefits for employees enrolled in an EPO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from 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 37.1.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 selected shall be as established by the provider of that PDP.

e. Cost Containment Provisions Applicable to All Plans:

(1) The City will not pay for any services or supplies that are unnecessary according to acceptable medical procedures.

(2) The City shall have the right to require an employee to execute a

medical authorization to the applicable Group to examine employee medical and/or dental records for auditing purposes.

(3) The City shall have the right to establish the methods, measures and procedures it deems necessary to restrict excessive costs in the application of the benefits provided under subsections 37.1.a. through 37.1.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 B.

37.2. 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 37.1, above, during the time period he/she is employed on a provisional, emergency, part-time (for purposes of this provision, an employee shall be termed a part-time employee when his/her normal hours of work average less than 20 hours per week), temporary, student-aide type or seasonal basis.

c. An employee in active service shall be entitled to Dental Plan benefits provided in subsection 37.1.c. or 37.1.d., above, so long as he/she remains in active service. Individuals not in active service shall not be entitled to

participate in the Dental Plan.

d. An employee in active service who commences receiving a duty disability retirement allowance during the term of this Agreement shall be entitled to the benefits provided in subsections 37.1.a. or 37.1.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 37.1.a. or 37.1.b., during the term of this Agreement, so long as they are at least 60 and less than age 65; and 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 37.1.a. and 37.1.b. during the term of this Agreement. 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 set forth in subsection 37.2.c., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have obtained age 65.

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 37.2.e, subject to the provisions of that section, and shall be subject to the cost of coverage provisions under Article 37.3.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 37.2.e and shall be subject to the cost of coverage provisions under Article 37.3.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.

37.3. 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 37.5., 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 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. [Note: The deduction of January coverage is deducted from the employee's December paycheck.]

(b) Except as provided in subsections 37.5, 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 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 37.3.a.(1)(b)i., above, for each adult covered by the plan (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.

iii. For an employee in the single plan and for an employee and his or her spouse (if applicable) in the family plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be $75.00 per month for single enrollment when an employee's enrollment status is single and $150.00 per month for family enrollment when an employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

(2) For Employees Enrolled in a Health Maintenance Organization Plan for calendar years 2010 and 2011.

(a) Except as provided in subsection 37.5., 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 up to 100% of the calendar year monthly subscriber cost of enrollment in the HMO offered by the City pursuant to subsection 37.1.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 37.1.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 37.5, 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 37.5, 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 37.3.a(2)(c)i., above, for each adult (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.

iii. For an employee in a single HMO plan and for an employee and his or her spouse (if applicable) in a family HMO plan who participate fully in the HRA and who do

not smoke (as determined by the HRA), the employee contribution shall be reduced to $20.00 per month for single enrollment when an employee's enrollment status is single and $40.00 per month for family enrollment when an employee's enrollment status is family.

(d) In addition to the amounts specified in subsections 37.3.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. The City's contribution towards the cost of maintaining the benefits during this period shall be as provided for respectively in subsection 37.3.a.(1), above. The provisions of this subsection shall not cover retirees (including disability retirements).

b. Duty Disability

Depending on the individual's single/family enrollment status for calendar years 2010 and 2011 the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection 37.3.a.(1), above.

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

(1) Except as noted below, eligible employees under subsection 37.2.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 subsection 37.2.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 37.1.a. or b., above, having the lowest single enrollment subscriber cost for retirees to the City. For eligible employees under subsection 37.2.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 37.1.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 37.3.c. shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsection 37.2.e. or of this Article.

37.4. 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. 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.

37.5. Prorata Credit for Half-time Employees

The City's contribution for an eligible employee whose normal hours of work average 20 hours per week on a year-round basis in a position which is budgeted as half-time shall not exceed 50% of the maximum City contributions required under subsections 37.3. or 37.4, above.

37.6. 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 37.1., 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 37.3., 37.4., and 37.5., 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 37.3., 37.4., and 37.5., above, if the provision was not in effect.

37.7. Non-Duplication

a. If more than one City employee is a member of the same family, as that term

is defined in provisions of the Plans defined in subsection 37.1.a. or 37.1.b., the coverage shall be limited to one family plan.

b. In the event a program of health insurance is adopted by the Federal or State government and the City is required to, or elects to participate in it, benefits under the City Plan shall be coordinated with such systems but shall not operate to increase or diminish the extent of the coverage.

c. When a member of the employee's family, as the term "family" is defined in the provisions of the Plans defined in subsections 37.1.a. or 37.1.b. of this Article, above, is a City retiree receiving City Health Insurance benefits, the coverage shall be limited to one family plan.

d. 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 37.1.a. or 37.1.b. hereof, the retiree coverage provided by the City shall be limited to one plan.

37.8. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in subsections 37.1.a. or 37.1.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.

37.9. 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 Section 37.1., 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.)

37.10. An employee hired on or after January 1, 1982, shall have a 270-day waiting period for a pre-existing condition for the benefits provided in Section 37.1.a..

37.11. 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 38

## *LIFE INSURANCE*

38.1. Amount of Life Insurance Coverage

Employees under age 65 shall be eligible to elect and maintain life insurance coverage in an amount equivalent to their annual base salary rate, rounded to the next higher thousand dollars, so long as they remain in active service and under age 65. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for 100% of annual base salary on the day immediately preceding his/her 65th birthday is entitled shall be reduced by 33-1/3% on his/her sixty-fifth (65th) birthday and by an additional 16-2/3% on his/her seventieth (70th) birthday.

38.2. Adjustment of Coverage

The amount of life insurance coverage to which an employee is entitled shall be adjusted semiannually on January l and July l 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).

38.3. Optional Coverage

Changes in supplemental coverage shall be made available to eligible employees following the execution date of this agreement, effective the first day of the next month following next open enrollment (as determined by the City) for supplemental life insurance, under the terms and conditions listed below:

a. An employee in active service or who later retires on disability (while under the age of 65 and eligible for and taking base coverage) shall be eligible for supplemental life insurance, at his/her option in increments of $1,000 to a maximum of 1.5 times his/her annual base salary rounded to the next higher thousand dollars of earnings or in excess of 1.5 times his/her annual base

salary rounded to the next higher thousand dollars of earnings at up to $100,000 of coverage. This coverage shall be made available to eligible employees applying for supplemental coverage no later than 30 days prior to the date established by the City and annually thereafter during periods of open enrollment.

b. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for 100% of annual base salary on the day immediately preceding his/her 65th birthday is entitled shall be reduced by 33-1/3% on his/her sixty-fifth (65th) birthday and, by an additional 16 2/3% on his/her seventieth (70th) birthday.

c. 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.

38.4. Conditions and Eligibility for Election of Coverage

a. Subject to the terms and conditions provided under 38.4.b. through 38.4.f., below, an employee shall be entitled to elect the amount of life insurance coverage provided under 38.1., above, upon completion of 180 consecutive calendar days of active service (consecutive means without a break of more than five consecutive days) 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 38.1., 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.

38.5. Cost of Life Insurance Coverage

An employee eligible for the life insurance coverage described under 38.1., above, who elects such coverage, shall pay to the City 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 base 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 base 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 38.1., above.

38.6. 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 38.l., 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.

38.7. 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 39

## *MUTUAL OBLIGATIONS*

39.1. The Union covenants, agrees and represents to the City that the Union is duly authorized and empowered to covenant for and on behalf of all employees in the bargaining unit and represents that it and its members will faithfully and diligently abide by and be strictly bound to all the provisions of this Agreement. The parties agree that in conferences and negotiations, the Union will represent all employees in the bargaining unit.

39.2. The City covenants, agrees, and represents to the Union that the City is duly authorized and empowered to covenant for and on behalf of the City and represents that the City will faithfully and diligently abide by and be strictly bound by all the provisions of this Agreement.

39.3. It is intended by the parties that the provisions of this Agreement shall be in harmony with the duties, obligations, and responsibilities which by law are delegated to the Common Council, and these provisions shall be applied in such a manner as to preclude a construction which will result in an unlawful delegation of powers unilaterally delegated to the Common Council.

## ARTICLE 40

## *MISCELLANEOUS*

40.1. The City agrees that the department will notify the Union, at the time requests to fill bargaining unit vacancies are filed with the Board of Estimates, of the job(s) involved in each such request.

40.2. The City is in accord with the principle that supervisors should not, as a regular procedure, do work which has normally been assigned only to employees represented by the Union. The Union, on the other hand, recognizes that the nature of the City's operations require some degree of flexibility in that regard in order to meet emergencies, permit experimentation and equipment testing, provide for the training of employees, permit appropriate use to be made of all skills and abilities, and to meet operational needs. If such dispute goes to arbitration, the standards for determining compliance or non-compliance with this paragraph shall be whether the City has acted without proper regard for the principles stated in this paragraph. Enforcement of this paragraph shall be in accordance with Articles 13 and 14 of this Agreement.

40.3. If the City, during the term of this Agreement, transfers an institution, department or a function to another unit of government, the City shall take reasonable steps to persuade the successor agency to retain affected employees under terms and conditions as nearly as practicable the equivalent of those established under this Agreement.

40.4. The City will supply the Union with an up-to-date seniority list of employees.

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

## ARTICLE 41

## *TRADING OF WORK SCHEDULES*

41.1. Bridge Operators may make trades of their work schedules under the following terms and conditions:

a. The trade must involve a period of one day to a maximum of one week.

b. The pay back for the traded period must be within the same pay period.

c. A trade must be reported at least 24 hours in advance to, and approved by, the Bridge Operator Supervisor before the trade is made and a copy of the trade agreement with signatures of trading partners must be submitted to the office of the Infrastructure Services Division-Bridges Operations/Maintenance Unit prior to the effective time of the trade.

d. A Bridge Operator participating in a trade may not, by reason thereof, work successive shifts.

e. No overtime will accrue to any party by reason of a trade.

## ARTICLE 42

## *JOB ASSIGNMENTS*

42.1. All Bridge Operator assignments, including maintenance crew assignments, shall be made available for picking at the Fall and Spring pick, except at the Fall pick, Bridge Operators who may be laid off shall not be eligible to select an assignment and shall be assigned as needed.

42.2. Bridge Operator assignments shall be made by seniority.

42.3. Vacancies in Bridge Operator assignments which occur during the year shall be filled by management.

42.4. A Bridge Operator Lead Worker may participate in the selections outlined in subsection 42.1 provided his/her position of Bridge Operator Lead Worker can be filled.

## ARTICLE 43

## *BULLETIN BOARDS*

43.1. The City will furnish for the Union one bulletin board at each of the agreed upon locations. The board shall be used only for the following notices:

a. Recreational and social affairs of the Union.

b. Union meetings.

c. Union elections.

d. Reports of Union committees.

e. Rulings or policies of the International Union.

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

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

## ARTICLE 44

## *JOINT LABOR MANAGEMENT MEETINGS*

44.1. A designated division and union representative shall meet as needed for the purpose of exploring and, if possible, agreeing on practical means not inconsistent with department needs and requirements of giving recognition to the following:

a. Seniority preference in areas of practical application.

b. Matters of safety improvement which may be discussed and recommendations made to the City Labor Negotiator.

c. On-the-job training opportunities for City employees.

## ARTICLE 45

## *AMERICANS WITH DISABILITIES ACT (ADA)*

45.1. 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 46

## *JOINT CITY-UNION EARLY INTERVENTION PROGRAM*

46.1. Joint City-Union Early Intervention Program a Joint City-Union Early Intervention Program shall be established in accordance with the March 28, 1995 agreement between the City and the Union.

## ARTICLE 47

## *AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT*

47.1. For purposes of construction and interpretation of the various provisions, excluding Article 17.7, this agreement shall be considered to have been executed on the date the successor labor agreement is approved by the Common Council.

## ARTICLE 48

## *SAVINGS CLAUSE*

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

## ARTICLE 49

## *ENTIRE AGREEMENT*

49.1. The foregoing, including Appendix A and B attached, constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions. The parties acknowledge that the City is responsible for implementing the benefits contained in this Agreement. The City may within its discretion implement these benefit provisions by ordinance, resolution or the establishment of administrative procedure. Any such ordinance, resolution or administrative procedure shall not be deemed to be a part of this Agreement.

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

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

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, LOCAL #195

BY: _____
Michael Wink, President

_____
Thomas Ebert
Vice President

_____
Carol Florenza
Recording Secretary

_____
Lynn Harper
Treasurer

_____
Michael Mueller
Bargaining Team Member

CITY OF MILWAUKEE
A Municipal Corporation

_____
Maria Monteagudo
Employee Relations Director

_____
Troy M. Hamblin
City Labor Negotiator

_____
Nicole M. Fleck
Staff Representative

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 & Personnel Committee

# APPENDIX A

## 2010-2011 RATES OF PAY

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

Pay Range 704

Official Rate – Biweekly

$1,501.49 $1,535.16 $1,570.58 $1,607.89 $1,647.18

Bridge Operator

Pay Range 710

Official Rate – Biweekly

$1,580.98 $1,614.69 $1,650.07 $1,687.47 $1,738.34

Bridge Operator Lead Worker

# APPENDIX B

## WELLNESS AND PREVENTION

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

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

A Wellness and Prevention Committee shall be established to assist the consultant in the design of the Wellness and Prevention Program and to provide oversight of the program. The Wellness and Prevention Committee shall be comprised of nine union members appointed by the unions and three management representatives appointed by the Mayor. The City has agreed that two of the nine union members on the Wellness and Prevention committee shall be Milwaukee District Council 48, AFSCME members as determined by District Council 48. 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 to attend and participate in all Committee meetings, but only the nine members of the Committee will be allowed to officially make decisions and/or vote if necessary.

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

The City shall develop a Request for Proposal (RFP) and solicit bids from third party vendors qualified to implement the Wellness and Prevention Program. Upon conclusion of the bidding

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

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

# AGREEMENT

Between

CITY OF MILWAUKEE

And

LOCAL #195, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

Effective January 1, 2010 through December 31, 2011

MEMORANDUM OF UNDERSTANDING
Between
LOCAL #195, IBEW, AFL-CIO
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 on January 1, 2010, and expiring December 31, 2011. The negotiating committee for Local #195, IBEW, AFL-CIO, (their signatures appear below) agree to recommend and support ratification and adoption of this Agreement to their principals.

Upon receiving notice from the negotiating committee of Local #195, IBEW, AFL-CIO, that their membership has properly ratified and adopted this Agreement, the City of Milwaukee Negotiating Team agrees to recommend the items contained in this Agreement to the Common Council of the City of Milwaukee and support their adoption.

Dated this _____ day of _____, 2009

| Representatives of<br>Local #195, IBEW, AFL-CIO | City of Milwaukee<br>Negotiating Team |
|---|---|
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AGREEMENT
Between
CITY OF MILWAUKEE
And
LOCAL #195, IBEW, AFL-CIO

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City of Milwaukee

Department of Employee Relations

**Tom Barrett**
Mayor

**Maria Monteagudo**
Director

**Michael Brady**
Employee Benefits Director

**Troy M. Hamblin**
Labor Negotiator

December 10, 2009

Mr. Michael Wink, President
Local #195, IBEW, AFL-CIO
3611 S. 14th Street
Milwaukee, WI 53221

Re: Pay Step Advancement Letter Dated June 3, 2009

Dear Mr. Wink:

Per the settlement agreement for the 2007-2009 Agreement between the City of Milwaukee and Local 195, the City agrees to withdraw the letter dated June 3, 2009 regarding pay step advancement.

Sincerely,

Troy M. Hamblin
Labor Negotiator

cc: File

TMH:lk

WithdrawStepLetter_Lo-195_MW_12 10 2009.doc
LABR/Local 195

IBEW, Local Union 195
Bridge Operator's
P.O. Box 650
Milwaukee, WI 53202-0650

DECEMBER 4, 2009

DEAR MS. FLECK,

ON NOVEMBER 30, 2009 LOCAL 195 IBEW RATIFIED TWO LABOR AGREEMENTS WITH THE CITY OF MILWAUKEE. ONE FOR 2007 THRU 2009 AND THE OTHER FOR 2010 AND 2011.

RESPECTFULLY YOURS.
MICHAEL J WINK
PRESIDENT LOCAL 195 IBEW

'09 DEC 7 AM 11:44

**NOTICES SENT TO FOR FILE NUMBER: 070019**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Maria Monteagudo | Dept. of Employee Relations | 12/9/09 | | |
| Troy Hamblin | Labor Negotiator | 12/9/09 | | |
| | | | | |
| | | | | |
| | |

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 070020 **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 Plumbers' Local 75, AFL-CIO.

**Sponsors:** THE CHAIR

**Indexes:** AGREEMENTS, LABOR CONTRACTS

**Attachments:** Dept. of Employee Relations Introduction Cover Letter, Cover Letter from Dept of Employee Relations, Fiscal Note 2007-2009, Fiscal Note 2010-2011, Summary of Wage and Fringe benefits 2007-2009, Summary of Wage and Fringe benefits 2010-2011, Agreement 2010-2011, Agreement 2007-2009, Letters between Local 75 and Labor Negotiator, Signed Memorandum of Understanding, 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 | | |
| 12/9/2009 | 0 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |
| 12/10/2009 | 1 | CITY CLERK | DRAFT SUBMITTED | | |



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Number
070020
Version
SUBSTITUTE 1
Reference

Sponsor
THE CHAIR
Title
Substitute resolution to ratify and confirm the final agreements between the City of Milwaukee and Plumbers' Local 75, AFL-CIO.
Analysis

The purpose of this resolution is to confer common council approval, ratification and confirmation on memoranda of understanding between the City of Milwaukee negotiating team and Plumbers' Local 75, AFL-CIO covering wages, hours and conditions of employment for the time periods commencing January 1, 2007, through December 31, 2009 and January 1, 2010, through December 31, 2011.

Body
Whereas, The total agreements between the city negotiating team and Plumbers' Local 75, AFL-CIO, for the time periods commencing January 1, 2007, through December 31, 2009 and January 1, 2010, through December 31, 2011 have been reduced to writing; and

Whereas, The memoranda of understanding embodying the agreements reached by the parties to such negotiations, copies of which are attached to Common Council File No. 070020 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. 070020 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 Plumbers Local 75, AFL-CIO be approved; and, be it

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

Further Resolved, That the proper city officials are hereby authorized and directed to execute formal contracts between the City of Milwaukee and Plumbers' Local 75, AFL-CIO which reflect the terms of the agreements; and, be it

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

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



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accounting requirements.

Requestor
Department of Employee Relations
Drafter
NMF:
070020 res
labr/LO-75/2007-2009/07-09,10-11 Implementation



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City of Milwaukee

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

Office of the Comptroller

December 14, 2009

Ref: Pay Admin

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

Dear Committee Members:

Re: Common Council File No. 070020

I have reviewed the fiscal note in the above file, which reports the impact of the wage agreement prepared by the Labor Negotiator for Local 75-Plumbers 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:

| | Year 1 | Year 2 | Year 3 |
|---|---|---|---|
| Salaries – Base pay | $ 17,865 | $ 31,568 | $ 50,161 |
| Salary Rollups – Workers' Comp, Unemploy. Comp, Terminal Leave, Overtime, and Group Life | 439 | 776 | 1,233 |
| Pension & FICA | 2,350 | 4,152 | 6,597 |
| Health Ins. Contribution | - - - | - - - | (1,920) |
| Pension Changes and Sunset for Military | 902 | 916 | 934 |
| Health Plan Co-Pays | - - - | - - - | (1,776) |
| **Total Contract Costs:** | **$ 21,556** | **$ 37,412** | **$ 55,229** |

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

| | Year 1 | Year 2 |
|---|---|---|
| Salaries – Base pay | $ - - - | $ - - - |
| Salary Rollups – Workers' Comp, Unemploy. Comp, Terminal Leave, Overtime, and Group Life | - - - | - - - |
| Pension & FICA | - - - | - - - |
| Early Retirement | 27,000 | - - - |
| Wellness Program | 5,985 | - - - |
| Employee Pension Contributions | (3,476) | (6,952) |
| **Total Contract Costs:** | **$ 29,509** | **$ (6,952)** |

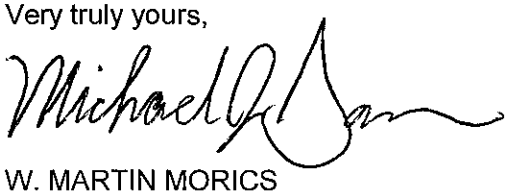
Room 404, City Hall, 200 East Wells Street, Milwaukee, Wisconsin 53202 - 3566 Phone: (414) 286-3321, Fax: (414) 286-3281

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 22, 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 plumbers 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 6 workers. Using a three year average for hires, the savings for the pension contributions are significant enough to report.

Due to the timing of this contract's settlement, the Wellness Program expenditures could not reasonably be borne in 2009, instead my office found it prudent to place these expenditures in 2010.

Very truly yours,



W. MARTIN MORICS
Comptroller

WMM:JB
UN34 Plumbers-local 75 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 Fighers' 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

December 10, 2009

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

Dear Committee Members:

Re: Common Council File #070020

Agreements on Memoranda of Understandings have been reached between the City Negotiating Team and Plumbers' Local 75, AFL-CIO. The Memoranda of Understandings cover wages, hours and conditions of employment for the periods commencing January 1, 2007 through December 31, 2009, and January 1, 2010 through December 31, 2011.

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

It is recommended that the attached resolution be approved.

Sincerely,

Troy M. Hamblin
City Labor Negotiator

Attachments

NMF:lcs
F&P_TA-Lo-75_07-11
labr/LO-75/2007-2009/07-09, 10-11 Implementation

DER-VERS (9/97)

# CITY OF MILWAUKEE FISCAL NOTE

CC-170(REV.6/86)

**A) Date:** 12-10-09

**File Number:** 070020

Original Fiscal Note ■ Substitute Γ

**Subject:** Resolution to ratify and confirm the 2007-2009 final Agreement between the City of Milwaukee and Plumbers' Local 75, AFL-CIO.

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

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

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

| E) Purpose | Specify Type/Use | Account | Expenditure | Revenue | Savings |
|---|---|---|---|---|---|
| Salaries/Wages: | | | 100,530 | | |
| Pensions: | | | 16,440 | | |
| Health Ins: | | | | | 3,696 |
| Life Ins: | | | 4,680 | | |
| Equip Repair: | | | | | |
| Other: Auto | | | | | |
| | | | | | |
| **Totals** | | | 121,650 | | 3,696 |

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**.

| | | |
|---|---|---|
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 3-5 Years | |

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

Costs of $72,246 and savings of $14,784 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 Γ

DER-VERS (9/97)

# CITY OF MILWAUKEE FISCAL NOTE

CC-170(REV.6/86)

**A) Date:** 12-10-09

**File Number:** 070020

Original Fiscal Note ■ Substitute Γ

**Subject:** Resolution to ratify and confirm the 2010-2011 final agreement between the City of Milwaukee and Plumbers' Local 75, AFL-CIO.

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

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

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

| E) Purpose | Specify Type/Use | Account | Expenditure | Revenue | Savings |
|---|---|---|---|---|---|
| Salaries/Wages: | | | | | |
| Pensions: | | | 27,000 | | |
| Health Ins: | | | | | |
| Life Ins: | | | | | |
| Equip Repair: | | | | | |
| Other: | | | | | |
| | | | | | |
| **Totals** | | | $27,000 | | |

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**.

| | | |
|---|---|---|
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 3-5 Years | |

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

Costs of $27,000 will recur on an annual basis during the period of amortization of this cost. An estimated savings of $1,000 recur during 2010 and 2011 due to the elimination of pay step advancement.

H) Computations used in arriving at fiscal estimate:

Current staffing levels.

Please list any comments on reverse side and check here Γ

**Summary of Wage and Fringe Benefit Modifications in the Tentative Agreement Between the City of Milwaukee and Plumbers' Local 75, AFL-CIO Three-year Agreement CC# 070020**

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 23:

    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 23.3.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 23.5 of this Agreement

4. <u>Pension Benefits, Article 22:</u>

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 14:

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

6. Layoffs:

   The City agrees that there will be no layoffs of Lo. 75 employees from November 3, 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. City Letter:
   The City agrees to withdraw its June 3, 2009 letter regarding ceasing of the practice of providing pay step advancement during a contract hiatus.

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

NMF/LK
LABR/LO-75/2007-2009/07-09, 10-11 Implementation

**Summary of Wage and Fringe Benefit Modifications in the Tentative Agreement Between the City of Milwaukee and Plumbers' Local 75, AFL-CIO Two-year Agreement CC# 070020**

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 or Pay Period 25, 2009 for employees in the Landscape and Irrigation Specialist classification.

    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 22:

    a. Effective 1/1/2010 through 12/31/2011 employees who retire from active service on a normal service retirement during the term of the Agreement shall receive a 2% COLA increase after the first twelve months of retirement.
        - This provision shall expire 12/31/2011.

    b. Employees who retire from active service between 1/1/2010 and 12/31/2010 on a normal service retirement shall be eligible for a bonus year. That year may be, at the discretion of the employee, added to either age, for eligibility qualification, or years of service. The bonus year may be split into portions no smaller than full months and used for a combination of age and service not to exceed 12 months in total. If the bonus year is used as an additional year of service credit the total years of service cannot exceed 35, and will not be used to break the 70% cap. In order to be eligible for this benefit, employees must provide notice only of their intent to retire during 2010 to their Department head or designee by August 31, 2010.
        - This provision shall expire 12/31/2010.

    c. Employee's hired on or after 1/1/2010 shall be required to pay member contributions equal to 5.5%.

4. Health Insurance, Article 23:

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 23.2.e or f and costs under subsection 23.3.c.(1) or (2).

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

5. Sick Leave, Article 14:

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

6. Layoffs:

The City agrees that there will be no layoffs of Lo. 75 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.

NMF/LK
LABR/LO-75/07-09, 10-11 Implementation

AGREEMENT

Between

CITY OF MILWAUKEE

and

PLUMBERS' LOCAL 75, AFL-CIO

Effective January 1, 2010

## PREAMBLE

This agreement is made at Milwaukee, Wisconsin, pursuant to the provisions of Section 111.70, Wisconsin Statutes, by the CITY OF MILWAUKEE, as municipal employer, hereinafter referred to as the "City," and LOCAL 75, JOURNEYMAN PLUMBERS' and GASFITTERS' UNION, AFL-CIO, as representative of bargaining unit employees who are employed by the City of Milwaukee, and hereinafter referred to as "Union."

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

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

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 relating to the Municipal Budget Law (as set forth in Chapter 65 of the Wisconsin Statutes) and any other statutes applicable to the City and insofar as applicable, the rules and regulations relating to or promulgated by the City Service Commission.

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***

l. This agreement shall remain in full force and effect commencing on January 1, 2010, and terminating at 12:01 a.m. on January 1, 2012, unless both parties agree to extend at it beyond that date. 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. If the 2010-2011 City/Union contract is not executed until after July 1, 2011, changes for a succeeding contract shall be requested within 30 days after the execution date of this Agreement.

## ARTICLE 2

## *RECOGNITION*

1. The City recognizes the Union as the exclusive collective bargaining agent on the subjects of wages, hours and conditions of employment for employees who have passed the City's probationary period and who are in the following classifications:

   Plumbing Inspector I

   Plumbing Inspector II

   Landscape and Irrigation Specialist

   Mechanical Plan Examiner II

   Mechanical Plan Examiner III

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

3. 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 these 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 these positions shall be deemed part of the bargaining unit, and they shall be represented by the Association and also be covered by this Agreement.

## ARTICLE 3

## *MANAGEMENT RIGHTS*

1. The Union recognizes that it is the prerogative of the City to determine the mission of the City and each of its departments, to determine the means, manpower, procedures and methods by which such mission will be accomplished, to operate and manage its affairs in all respects; and the powers and authority which the City has not officially abridged, delegated or modified by this agreement are retained by the City. Specifically, and without limitation thereto, by reason of enumeration, the Union recognizes:

   l. The exclusive right of the City to establish reasonable work rules.

   2. That the City has the right to schedule regular and overtime work as required in a manner it deems most advantageous to the City.

   3. That the City reserves the right to discipline or discharge for cause.

   4. No action of the City in admonishment of an employee or in encouraging the employee to improve his/her performance, attendance or punctuality shall in any case be deemed an appropriate subject for the grievance procedure, provided said admonishment shall not result in any formal discipline. Neither the Union or City shall have the right or obligation to discuss same as a grievance.

   5. That the City reserves the right to lay off employees.

   6. 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.

   7. That the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations and the City may act to contract or subcontract any part or portion of its work without violation of its obligations hereunder to the Union or its members. The right of contracting or

subcontracting is vested in the City. Except in cases which the City deems to be an emergency situation, the City will give reasonable and timely notification of and discuss with the Union any proposed contracting or subcontracting.

The City will give the Union reasonable and timely notice in cases in which the Union's bargaining unit personnel are involved and affected wherein City departments are merged or separated and will afford the Union an opportunity to present its position with respect to the City's action.

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

## ARTICLE 4

### *GRIEVANCE PROCEDURE*

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

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

Step 2. (Written) If the grievance is not settled at the first step, it shall be reduced to writing and presented by the grievant to his/her immediate supervisor within the above time limits. Within ten (10) working days of receipt of the written grievance, the supervisor shall furnish the employee and the local Union Business Manager with a written answer to the grievance.

Step 3. (Dept. Head) If the grievance is not settled at the second step, the local Union Business Manager may appeal in writing within ten (10) working days to the department head, who shall notify the aggrieved and the Union of the City's decision in writing within ten (10) working days from receipt of the appeal.

Step 4. (Labor Negotiator) If the Union advances to arbitration a third step decision appropriate under the following criteria, it shall be reviewed at a meeting between the Labor Negotiator, or his designee, and the Business Manager of the Union, or his designee, held periodically for that purpose. The parties are empowered to settle such grievance, and no further step in the arbitration process shall occur until such meeting has occurred, or the parties, by written agreement, shall have waived such meeting.

B. When a grievance hearing is held at the third (department head) step of the grievance procedure, a named employee who has filed a grievance and the Union official or representative, the presence of whom is required for the purpose of giving testimony,

shall be given notice of at least 24 hours before a meeting is held. The Union may waive this requirement.

C. Each written grievance shall set forth on the form prescribed the specific provision of the agreement which the individual or the Union claims has been violated. The written grievance shall list the time, place and circumstances or facts that are being grieved and shall contain a specific requested remedy.

D. No claim of violation of the Management Rights clause shall be regarded by the parties hereto as a grievance. Unless an allegation in the original grievance is made that a specific exception in the clause itself is made, no individual, the Union, or the City shall have the right or obligation to discuss same as a grievance.

E. "Days," when the word is used in this article, refers to working days. Any grievance which the Union does not elect to advance in the grievance procedure within the prescribed period shall be deemed a dropped grievance and deemed settled on the basis of the last answer which the City has given in the last completed step of the grievance procedure unless the parties have, in writing, in unusual circumstances, agreed to an extension of time for a definite period or have waived the step completely.

## ARTICLE 5

## *ARBITRATION*

A. No item or issue may be the subject of arbitration unless such arbitration is requested in writing within 60 working days following the action or occurrence which gives rise to the issue to be arbitrated.

Arbitration may be initiated by the Union serving upon the City's Labor Negotiator a notice in writing of its intent to proceed to arbitration. Said notice shall identify the contract provision listed in the original grievance upon which the Union relies, the grievance or grievances, the department and the employees involved.

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 following subjects shall not be submitted nor subject to arbitration:

1. Provisions of the agreement which affect the obligations of the City under provisions of Wisconsin Statutes or make the performance of such obligations more difficult.
2. The elimination or discontinuance of any job, except as provided in the contracting and subcontracting provision.
3. Any pension matter.
4. Any matter which is covered by Wisconsin Statutes and relates to the operation and jurisdiction of the City Service Commission, including rules which the Commission is authorized to promulgate.

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

specifically set forth herein.

No issue shall be subject to arbitration unless such issue results from an action or occurrence which takes place following the execution of this Agreement, and no arbitration determination shall cover any period of time which is prior to the date of execution of this Agreement.

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

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

D. Arbitrators shall expressly confine themselves to the precise issue submitted for arbitration and they shall not submit declarations of opinion which are not essential in reaching the determination of the question submitted unless requested to do so by both parties.

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

## ARTICLE 6

## *UNION RIGHTS AND OBLIGATIONS*

The Union recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consistent with its obligations to the employees it represents.

Pay for Union Negotiators

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 departments. One or more representatives from the Union shall be paid regular base salary up to a combined maximum of 17 man-hours for time spent annually in negotiations during regular working hours, except no payment will be made for negotiating time outside the representatives' normal workday and in no event will payment be made for time in excess of eight hours. Reasonable travel time from site of employment to site of meeting will be allowed.

The provisions of this agreement shall be limited to day conferences or negotiations held during the years 2010-2011 with respect to wages, hours and conditions of employment thereafter. The City Labor Negotiator shall interpret and administer the provisions of this section.

Check Off of Union Dues

For each non-probationary employee in the bargaining unit, the City will honor a statutorily acceptable dues check off request during the term of this agreement or any extension thereof.

The City will pay amounts deducted from the employee's earnings to the treasurer of the Union within ten (10) days after the pay day on which the deduction was made, together with a list of employees from whose pay the deduction was made.

Fair Share Deductions

For each non-probationary employee in the bargaining unit who has not submitted a

statutorily acceptable dues check off request, the City, during the term of this agreement or any extension thereof, will deduct from the pay of such employee an amount which the Union certifies to the City is the prorata cost to the Union of negotiating and administering the labor agreement. Such certified sum shall not exceed the amount of the dues the employee would be required to pay had the employee executed a check off request. Remittance to the Union of the sums so deducted shall be as prescribed in the preceding paragraph.

Changes in dues or fair share amounts to be deducted shall be certified by the Union at least four (4) weeks before the start of the pay period the changed deduction is to be effective.

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 fair-share deductions or the interpretation, application or enforcement of this provision. The Union shall have no responsibility to reimburse the City for any court costs or legal fees the City incurs on its own behalf in the event that the City retains its own attorneys based upon its determination that its interests require representation.

## ARTICLE 7

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

Neither the Union nor any member thereof shall cause nor counsel its members, or any of them individually, to strike nor shall it in any manner cause them either directly or indirectly to commit any concerted acts of work stoppage, slowdown or refusal to perform any assigned duties for the City. Any employee who commits any of the acts prohibited in this section may be subject to the following penalties:

1. Discharge.
2. Other disciplinary action.
3. Loss of all compensation, seniority rights, vacation benefits and holiday pay as determined by the City.

Upon notification confirmed in writing by the City Labor Negotiator to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately, in writing, order such members to return to work immediately, provide the City with a copy of such an order and a responsible official of the Union shall publicly order them to return to work.

If a wildcat strike occurs, the Union agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue such orders and/or take such action shall be considered in determining whether or not the Union caused or authorized, directly or indirectly, the strike.

No Lockout

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

## ARTICLE 8

## *HOURS OF WORK*

This Article defines the normal hours of work per day and per week in effect at the time of execution of this Agreement. Nothing contained herein prevents the City from restructuring the normal work day or work week when the City deems such restructuring will best serve its needs or promote the efficiency of its operations or from establishing and from time to time changing, the work schedules of employees.

Work Day

The "normal work day" shall be an eight-hour day excluding an unpaid lunch break; with starting times, lunch periods and quitting times established by general rule or individual employee assignments by departmental managers.

Work Period

The "work week" shall be ten (10) workdays during each fourteen (14) day period.

Nothing in this Agreement shall be construed as a guarantee of, or limitation on, the number of hours to be worked per day, per week or any other period of time.

## ARTICLE 9

## *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, except for Landscape and Irrigation Specialist. This provision shall expire at the end of Pay Period 26, 2011.

e. Effective Pay Period 14, 2009 (June 28, 2009)

Pay Range 785 (Plumbing Inspector I)

| | | | | |
|---|---|---|---|---|
| $2,100.45 | 2,163.47 | 2,228.36 | 2,295.24 | 2,364.09 |

Pay Range 788 (Plumbing Inspector II)

| | | | | |
|---|---|---|---|---|
| $2,295.24 | 2,364.09 | 2,435.00 | 2,508.04 | 2,583.28 |

Pay Range 796 (Mechanical Plan Examiner II)

| | | | | |
|---|---|---|---|---|
| $2,139.40 | 2,242.14 | 2,349.74 | 2,462.50 | 2,580.68 |
| 2,704.57 | 2,834.38 | | | |

Pay Range 798 (Mechanical Plan Examiner III)

| | | | | |
|---|---|---|---|---|
| $2,488.35 | 2,597.85 | 2,712.14 | 2,831.50 | 2,956.08 |
| 3,086.15 | 3,221.92 | | | |

Recruitment for the Plumbing Inspector I position shall be up to the third step of the pay range at the discretion of Department Head. Effective on the appointment date of a Plumbing Inspector I who is appointed in Pay Period 1, 2006 or after, Plumbing Inspector I's who were appointed prior to Pay Period 1, 2006, who are in a pay step lower than the pay step of the newly appointed Plumbing Inspector I, shall advance to the same pay step as the newly appointed Plumbing Inspector I.

Effective Pay Period 1, 2010 thru Pay Period 26, 2011, the biweekly base salary paid to employees in the Landscape and Irrigation Specialist classification shall be those rates that became effective Pay Period 25, 2009. This provision shall expire at the end of Pay Period 26, 2011.

a. Effective Pay Period 25, 2009, the wage rate for Landscape and Irrigation Specialist covered by this Agreement shall be ninety-two percent (92%) of the hourly wage rate agreed upon in the contract between the Union and the Contractors Association for Journeymen Plumbers for the period from June November 28, 2009, up to and including May 31, 2010, provided, however, that for calculation purposes, the hourly wage rate for Landscape and Irrigation Specialists covered by this Agreement shall be reduced by an amount equal to any reduction or elimination of any fund contributions such as health and welfare fund, pension fund, and vacation fund.

b. Effective Pay Period 25, 2009, when the Landscape and Irrigation Specialist is assigned to supervisory or lead worker duties, determining and writing specifications for irrigation materials consistent with industry standards or assisting of irrigation systems, his/her wage rate shall be 95% of the hourly wage rate agreed upon in the contract between the Union and the Contractors Association for Journeymen Plumbers for the period November 28, 2009, up to and including May 31, 2010, provided, however, that for calculation purposes, the hourly wage rate for the Landscape and Irrigation Specialist covered by this Agreement shall be reduced by the amount equal to any reduction or elimination of any fund contributions such as health and welfare fund, pension fund and vacation fund.

g. The Union shall certify to the City the rate of pay for Journeymen Plumber for the period of November 28, 2009 through May 31, 2010, as soon as such rates become available to the Union.

3. The base salary of an employee shall be paid biweekly and shall be in compensation for the full performance of the regularly scheduled hours of work for the given biweekly pay period in accordance with the Hours of Work Article of this Agreement.

4. The City reserves the right to make corrections of errors to the Salary Ordinance if any are found.

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

6. Unless otherwise specified, employees shall move from the minimum step in annual increments. The administration of the pay plan shall be in accordance with the salary ordinance. 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.

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

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 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 10

## *SHIFT AND WEEKEND DIFFERENTIAL PAY*

1. An employee who works at least four (4) hours of his/her regularly scheduled eight-hour shift within the second or third shift as defined in subsection 1.a. or 1.b., below, shall be paid, in addition to his/her base salary, the following shift differential premium for all the hours worked during that shift:
   a. Second Shift --- 3:00 p.m. to 11:00 p.m. --- $0.40 per hour.
   b. Third Shift ---- 11:00 p.m. to 7:00 a.m. --- $0.45 per hour.
2. Shift premium in the above amounts shall be paid for all hours for which an employee would have received a regular shift assignment but for the fact that the employee was on vacation, personal day, holiday, sick leave or funeral leave.
3. Weekend differential for regularly scheduled Saturday work paid to an employee shall be in the amount of $0.50 per hour and the weekend differential for regularly scheduled Sunday work and holidays paid to an employee shall be in the amount of $0. 60 per hour.
4. An employee performing work under the OVERTIME provision of this Agreement shall not receive shift or weekend differential for the same hours regardless of the period worked.

## ARTICLE 11

## *OVERTIME*

1. Overtime is assigned work performed before, beyond, and/or in addition to the 8-hour shift, or in excess of the hours defined in the HOURS OF WORK provision of this Agreement, or for work performed on holidays, which is compensated for in extra time off or in extra pay.
2. Overtime compensation will only be paid for time actually worked.
3. Compensatory Time: Overtime will be compensated for at the rate of one and one-half (l.5) times pay for hours actually worked. The accumulated credit for each employee at no time shall exceed 120 hours.
4. Application of these provisions of this Article shall not involve pyramiding of overtime.
5. Any full time employee who reports for work at a regularly assigned time and who is sent home due to lack of work, inclement weather or a decision by the City not to prosecute work for any reason, shall be paid for reporting with 2 hours pay at his or her regular rate of pay.
6. Any payments made under the provisions of this Article shall not be included in the determination of pension benefits or other fringe benefits.

## ARTICLE 12

## *PAY FOR TIME NOT WORKED*

12.1. An employee shall earn vacation time in the following manner:

a. 3.7 hours per pay period for employees who have completed less than 4years of 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 years of creditable service, but less than 21 years of creditable service;

e. 9.9 hours per pay period for employees with at least 21 years of creditable service.

12.2. 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 section 1., above. An employee on the payroll less than eighty (80) hours in a pay period will earn vacation on a pro rata basis. Hours on the payroll in excess of eighty (80) in a pay period shall not count toward vacation accrual.

12.3. 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 for 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.

12.4. 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 at least 21 years of service.

12.5. 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.

12.6. 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.

12.7. 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.

12.8. 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.

12.9. Transitional Vacation Account

Effective Pay Period 1, 1996, the amount of vacation earned by an employee from his/her 1995 anniversary date through December 30, 1995 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 13

## *HOLIDAYS*

1. The holidays which the City observes and for which an eligible employee receives pay at his/her regular rate of pay without working are:

    a. New Years 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. If any of the above-named holidays fall on Saturday or Sunday, the City may move the holiday to the preceding or subsequent workday normally scheduled and that day shall constitute the holiday.

3. "An eligible employee," within the meaning of paragraph 1., is one whose job title and classification is one which does not require him/her to work on regular holidays or according to a schedule in which holidays are included, or who receives as part of regular pay compensation in cash or alternative off time for working on holidays.

4. Nothing herein abridges the City's right to schedule and/or to require an employee to work on a holiday. An eligible employee required to work on a holiday shall receive in addition to holiday pay as such, time and one-half the regular pay either in cash or compensatory time off for each hour he/she works.

## ARTICLE 14

## *SICK LEAVE*

1. Definition: "Sick Leave" shall mean all necessary absence from duty because of illness, bodily injury, or exclusion from employment because of exposure to contagious disease. Sick leave benefits shall be limited to the period of time, the employee would have worked in accordance with the HOURS OF WORK provision of this Agreement.
2. a. Eligibility for sick leave shall begin after the completion of six months of actual service following regular appointment, but accumulations shall be retroactive to the time of regular appointment.

   b. Whenever an employee eligible for sick leave allowance leaves the service of one employing unit of the city government and accepts, by certification of transfer, service in a position in another employing unit of city government, obligations for any accumulated sick leave allowance shall be assumed by the new employing unit. Separation from service by resignation or for cause shall cancel all unused accumulated sick leave allowances. 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. Sick leave shall automatically terminate on the date of retirement of the employee.
3. Permanent full-time employees shall earn sick leave with pay at the rate of one and one-quarter (1 1/4) working days for each month of active service or 4.6 working hours for each two (2) weeks of active service. Employees who work an average of twenty (20) 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 (2) weeks of service.
4. Sick leave allowance may accumulate up to 120 working days.
5. The City shall maintain and verify the official sick leave records. The sick leave record of an employee who is under a medical doctor certificate requirement shall be reviewed at intervals not sooner than six months nor later than eight months of actual service, as long

as the requirement is in effect. The employer shall notify the employee in writing of the results of this review.

6. When sick leave extends beyond three (3) consecutive workdays, acceptable medical substantiation from the employee's private physician certifying the nature and seriousness of the sickness or pregnancy disability shall be furnished to the department head and to the City Service Commission.
7. 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.
8. If the employee who has been paid sick leave effects a recovery from a third party, the City shall have the right to recoup from the employee payments the City has made; and, upon recovery of such sums, it shall restore to the sick leave account of the employee the days which were charged to the account.
9. Should the federal or state or any local unit of government enact or interpret legislation to confer non-taxable status upon payments made to an employee under the terms of this article, the City by general rule and without further negotiation, shall make a downward adjustment in the rates of pay hereunder to make the payments more nearly conform to the concept of an obligation for replacement pay.
10. <u>Sick Leave Incentive Control Program</u>
    a. The Sick Leave Control Incentive Program shall be in effect beginning Trimester 1, 2010, through and ending Trimester 3, 2011. Nothing herein shall be construed as requiring the City to continue the program for time periods after Trimester 3, 2011.
    b. The trimester periods for each calendar year are defined as follows:

       Trimester 1 - Pay Period 1-9

       Trimester 2 - Pay Period 10-18

       Trimester 3 - Pay Period 19-26 or 19-27, whichever is appropriate.
    c. An employee shall be eligible for a trimester sick leave incentive benefit only if:

(1) During the full term of the trimester, the employee did not use any paid sick leave, did not receive injury pay (except in cases when the employee suffered a verifiable lost-time work-related injury and returned to work for his/her next regularly-scheduled work shift following the occurrence of the injury), was not on an unpaid leave of absence, was not AWOL, was not tardy, was not suspended from duty for disciplinary reasons and did not take any unpaid time off the payroll; and

(2) During the full term of the trimester, the employee was in active service; and

(3) At the beginning of the trimester, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 30 days; and

(4) The employee was represented by the Union for at least 560 hours in the trimester period.

d. In a Trimester period set forth in subsection a. and b., above, that an employee is eligible for a sick leave control incentive program (SLIP) benefit, the Department/Bureau-head shall determine which one of the two types of SLIP benefits listed below the eligible employee shall receive (at the Bureau/Department Head's discretion, the employee may make this determination in accordance with procedures established for that purpose by the Bureau/Department head):

(1) A special sick leave incentive payment

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

Period in which they were earned.

(2) A special incentive leave

An employee receiving a special incentive leave, shall earn one eight-hour day off with pay. Such day off with pay earned in Trimester 1 or 2 must be used by the employee in the remainder of the fiscal year. A day off with pay earned in Trimester 3 may be used any time in the following fiscal year. An employee may use such day off with pay on a date he/she has requested provided the employee gives his/her supervisor reasonable advance notice of the date requested and the date is determined available by the supervisor in accordance with the needs of the Department. The processing of employee requests for time off earned under the sick leave incentive control program shall be on a first-come, first-served basis. 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.

## ARTICLE 15

### *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 16

### *DUTY INCURRED DISABILITY PAY*

1. If an employee having regular City service status sustains an injury which meets the requirements of Chapter 102, Wisconsin Statutes, (the Worker's Compensation Act), the City undertakes to protect the employee after tax take-home pay for a maximum of two hundred fifty (250) days during the course of the employee's lifetime work career with the City.
2. a. Except as provided in 2.b., below, the City will pay a disabled employee whose injury meets statutory standards an amount of seventy percent (70%) of the amount he/she would have earned as regular pay during the period in question.
   b. An employee who has not successfully completed his/her initial probationary period with the City shall not be entitled to Duty Incurred Disability Pay.
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.
4. If the Internal Revenue Service (IRS) determines that the duty-incurred disability pay benefits provided hereunder are taxable as wages, then beginning with the effective date of this determination, the City will no longer require the 30% employee deduction from injury pay benefits provided for above.

## ARTICLE 17

## *OWED TIME*

An employee who is officially excused before the end of his/her normal shift because of inclement weather conditions or because of civil disturbance which makes initiation or prosecution of 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 and to the extent that the debt is not discharged by the employee's not working overtime assignments which he/she is offered without an excuse acceptable to the City, the sum shall be deducted from the employee's pay for the period in which the overtime was offered to the employee. Any remainder of unpaid "owed time" shall be deducted from pay due to an employee at the time of termination or when the employee transfers to a new employing unit, as for instance, another bureau.

When an employee makes up "owed time," the rate of pay shall be at the appropriate overtime rate.

## ARTICLE 18

## *MILITARY LEAVE*

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.

   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.

4. An employee shall be entitled to time off with pay for time spent taking physical or mental examinations to determine their eligibility for induction or service in the armed forces of the United States; but time off with pay shall be granted only for examinations conducted by a United States military agency.

5. The City shall have the authority to establish rules and procedures that it deems necessary

to administer the military leave benefits provided by this Article. These rules and procedures shall cover, but not be limited to, a requirement that an employee provide the City with reasonable advance notice of any contemplated military leave and the appropriate military orders and papers that fully document such military leave.

## ARTICLE 19

### *TIME OFF FOR JURY DUTY*

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

## ARTICLE 20

## *TERMINAL LEAVE*

The City shall pay to an employee retiring on normal (unreduced) pension, a lump sum payment equal to thirty (30) days of the employee's accumulated and unused sick leave.

Such payment shall be at the rate of pay the employee earned in his/her last two (2) week period of active employment.

## ARTICLE 21

## *FUNERAL LEAVE*

1. DEFINITIONS:
   a. "Funeral Leave" is defined as absence from duty because of either a death in the employe's immediate family (as the term "immediate family" is hereinafter defined), or because of the death of the employe's 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 April 24, 2005, for this Article only, include spouse's siblings spouse in definition of brother-in-law and sister-in-law.
2. In the case of a death in the employe's "immediate family", the employe shall be granted a leave of absence not to exceed three workdays with pay; these workdays shall be contiguous to the day of death or the day after the funeral. If the actual day after the funeral occurs on a Saturday, Sunday or holiday, then the following work day shall be treated as the day after the funeral for purposes of this article.
3. In the case of a death of the employe's grandparent, the employe may use one workday with pay to attend the funeral of that grandparent.
4. The Director of the City's Department of Employee Relations or his/her designee 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 22

## *PENSION BENEFITS*

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

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

In order to be eligible for this benefit the employee shall provide notice, of his or her intent to retire in 2010, to the Department Head or designee by August 31, 2010.

This provision shall expire December 31, 2010.

## ARTICLE 23

## *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 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, 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.

(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) A medical "hot-line" shall be established by the City. This "hot-line" shall put employees and their families in immediate touch with health care professionals for information on the value, availability, use and price of the various health care services in the area.

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

(8) Transplant Benefits

(a) Medically necessary human-to-human heart transplants shall be a covered benefit under the Basic Plan. The participant must obtain prior authorization from the Utilization Review Contractor and is subject to the terms and conditions of the Utilization Review/Case Management program set forth in subsection 23.1.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 $500,000. 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 subsections 23.1.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 23.1.b.(3), hereunder, the benefits for employees enrolled in an HMO plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations.

(2) The City may offer to employees an Exclusive Provider Organization (EPO) Plan instead of or in addition to a Health Maintenance Organization (HMO) Plan. An EPO Plan offered by the City shall use a Southeastern Wisconsin network and shall only include in-network benefits. There shall be no coverage for services obtained outside of the EPO Plan network. The benefits for employees enrolled in an EPO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from 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 23.1.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 Drug co-payment equal to $5.00;

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

c. Basic Dental Plan

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

d. Prepaid Dental Plan

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

e. Cost Containment Provisions Applicable to All Plans:

(1) The City will not pay for any services or supplies that are unnecessary according to acceptable medical procedures.

(2) The City shall have the right to require an employee to execute a medical authorization to the applicable Group to examine employee medical and/or

dental records for auditing purposes.

(3) The City shall have the right to establish the methods, measures and procedures it deems necessary to restrict excessive costs in the application of the benefits provided under subsections 23.1.a. through 23.1.d.

(4) The City, in conjunction with its insurance administrator, carrier, or provider shall have the right to develop and implement any other cost containment measures it deems necessary.

(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.

2. Eligibility for Benefits

a. 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, shall be entitled to health insurance benefits through either the Basic Plan or an HMO Plan at their option.

b. Employees shall not be eligible for the benefits provided in subsection 23.1., 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.

c. Employees in active service shall be entitled to Dental Plan benefits provided in subsection 23.1.c. or 23.1.d. above so long as they remain in active service. Individuals not in active service shall not be entitled to participate in the Dental Plan.

d. An employee in active service who commences receiving a duty disability retirement

allowance during the term of this Agreement shall be entitled to the benefits provided in subsections 23.1.a. or 23.1.b., for the term of this Agreement.

e. Employees who retire 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 23.1.a. or 23.1.b., during the term of this Agreement so long as they are at least age 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 23.2.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 prior to 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 23.1.a. and 23.1.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 23.2.c., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have obtained age 65.

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 23.2.e, subject to the provisions of that section, or if the employee has at least 30 years of creditable service, which may include the Bonus Year, to the benefits referenced in subsection 23.2.f, subject to the provisions of that section, and shall be subject to the cost of coverage provisions under Article 23.3.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 23.2.e or f and shall be subject to the cost of coverage provisions under Article 23.3.c.(1) or (2).

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

a. Employees in Active Service

(1) For Employees Enrolled in the Basic Plan

(a) Except as provided in subsection 23.5., 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 paycheck on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

(b) Except as provided in subsections 23.5, 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 when an employee's enrollment status is family.

ii. The employee contribution shall also increase $20.00 per month over the amounts specified in subsection 23.3.a.(1)(b)i., above, for each adult covered by the plan (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.

iii. For an Employee in the single plan and for an employee and his or her spouse (if applicable) in the family plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be $75.00 per month for single enrollment when an employee's enrollment status is single and $150.00 per month for family enrollment when an employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

(2) For Employees Enrolled in a Health Maintenance Organization Plan for calendar years 2010 and 2011.

(a) Except as provided in subsection 23.5., 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 single enrollment in the HMO Plan elected of 100% of the respective calendar year monthly subscriber cost of enrollment in the HMO

offered by the City pursuant to subsection 23.1.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 23.1.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 23.5, 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 23.5, 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 23.3.a(2)(c)i., above, for each adult (maximum of two, excluding dependent

children) who chooses not to fully participate in and complete the HRA.

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

(d) In addition to the amounts specified in subsections 23.3.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) After December 31, 2011 the dollar maximum City contribution provided for calendar year 2011 shall continue unchanged until the successor labor contract between the parties is executed.

(5) An employee who exhausts his/her sick leave during the term of this

Agreement, shall be permitted to maintain the benefits for the plan he/she was covered under on the date his/her sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. The City's contribution towards the cost of maintaining the benefits during this period shall be as provided for, respectively, in subsection 23.3.a.(1) or subsection 23.3.a.(2), above. The provisions of this subsection shall not cover retirees (including disability retirements).

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 23.3.a. of this Article, above.

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

(1) Eligible employees under subsections 23.2.e. or 23.2.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) For eligible employees under subsections 23.2.e. or 23.2.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 23.1.a. or 23.1.b. above, having the lowest single enrollment subscriber cost for retirees to the City. For eligible employees under subsections 23.2.e. or 23.2.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 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 23.1.a. or 23.1.b., above, having the lowest family enrollment subscriber cost for retirees to the City. If the per capita subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the retiree shall have the amount of excess cost deducted from his/her pension check. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for single enrollment for retirees in an HMO Plan of 100% of the monthly subscriber cost of single enrollment for retirees in the Basic Plan. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting

the subscriber cost of 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 23.3.c.(1) or 23.3.c.(2) shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsection 23.2.e. or 23.2.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 paycheck on a monthly basis.

5. Prorata Credit for Half-time Employees

The City's contribution for an eligible employee whose normal hours of work average 20 hours per week on a year-round basis in a position which is budgeted as half-time shall not exceed 50% of the maximum City contributions required under subsections 23.3.a. or 23.4. of this Article, above.

6. Self-Administration Offset

The per capita subscriber costs associated with the health or dental insurance coverage provided by each of the plans listed in subsection 23.1., 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 23.3., 23.4. and 23.5., above, for employees covered by such a self-administered plan shall be reduced by an amount equal to ninety percent (90%) 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.

7. Non-duplication

a. If more than one City employee is a member of the same family, as that term is defined in provisions of the Plans defined in subsection 23.1., above, the coverage shall be limited to one family plan, regardless of the date either spouse entered City Service.

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.

d. 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.

e. 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%.

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 23.3. above towards the cost of coverage for the City's Medicare Supplemental Plan.

8. Right of City to Select Carrier

a. 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 23.l., 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).

9. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in subsections 23.1.a. or 23.1.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. 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 subsection 23.1.a., 23.1.b., 23.1.c., or 23.1.d., above.

11. 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 24

## *LIFE INSURANCE*

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. 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.

   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 S350-25(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 Ordinances.

2. Adjustment of Coverage

   The amount of life insurance coverage to which an employee is entitled shall be adjusted

semi-annually on January l and July l 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.

3. Conditions and Eligibility for Election of Coverage

a. 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.

b. The election of life insurance coverage shall be in a manner prescribed by the City.

c. An employee meeting the eligibility requirements for election of life insurance coverage must make such election within 30 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.

d. An employee shall become entitled to these life insurance coverage benefits 30 calendar days after electing such coverage.

e. 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.

f. 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.

4. Cost of Life Insurance Coverage

Eligible employees who elect life insurance coverage shall pay to the City an amount equal to 21 cents per month for each $1,000 of coverage in excess of $22,000 for the

calendar years 2010 and 2011. The City shall make all other necessary payments for the life insurance coverage.

5. Conditions and Limitations on Benefits

   a. An employee eligible to elect life insurance coverage must elect the maximum amount to which he is entitled.

   b. Life insurance benefits payable under any State of 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 of Federal benefits.

   c. The terms and conditions for receipt of life insurance benefits 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.

6. 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 25

## *TUITION AND TEXTBOOK 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 1., above, and meets the criteria specified under 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 calendar year for calendar years 2010 and 2011.
3. In order for the employee's courses of study to qualify for reimbursement under 2., above, the following criteria must be satisfied:
    a. All coursework and related homework must be done on the employee's own time, except that effective the next pay period following the execution date of this Agreement, coursework approved to be on City time by both the Department Head and the Employee Relations Director may be on City time.
    b. All courses of study shall be related to an employee's job or to a reasonable promotional opportunity and be approved by a City-designated administrator. Graduate courses must be directly related to an employee's present position, or to a reasonable promotional opportunity and be approved by a City-designated administrator.
    c. Courses must be taken at accredited institutions or schools currently approved by the Department of Employee Relations.
    d. Any portion of the tuition maximum may be used for courses which are less than three (3) weeks in duration that are approved by management.
    e. An employee must submit an application and all receipts for tuition and required textbooks within eight (8) weeks of the last course date for reimbursement to a City-designated administrator on a form provided by the City. 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:

(l) 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 by 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 receiving Tuition and Textbook reimbursement from the City or the amount reimbursed will be deducted from the employee's final paycheck. The City may deduct from the employee's paycheck amounts paid to or on behalf of an employee if he/she fails to meet all criteria necessary to qualify for the Tuition and Textbook benefit and/or if he/she does not remain in service for a six-month period after receiving such benefit.

5. Payment of reimbursement described under 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 Director of Employee Relations or his/her designee shall administer this program in accordance with practices established for the City's general reimbursement program.

## ARTICLE 26

## *CLOTHING ALLOWANCE*

A. Mechanical Plan Examiners and Landscape and Irrigation Specialists.

Employees shall receive $100 Clothing Allowance in each year of the Agreement.

B. Plumbing Inspectors

1. Eligible employees who are appointed on or after January 1, 1998 into the Department of Neighborhood Services shall receive two jackets with a department logo (one summer and one winter) and three (3) shirts with a department logo during their first calendar year of service and three shirts with a department logo and an annual $50.00 clothing cleaning allowance in each subsequent calendar year. Such employees shall not be eligible for a clothing cleaning allowance in the same calendar year they receive the two jackets. Eligible employees hired prior to or during calendar year 1997 shall receive annually three (3) shirts with a department logo and $50.00 clothing cleaning allowance. Employees who are terminated or discharged shall be required to return all logo clothing items. Eligible employees must either wear the clothing specified above or the dress requirements as specified by the department, except when an inspector appears in court, then the inspector shall wear a business or sport coat and slacks with a dress shirt and tie or blouse as appropriate. All inspectors are required to comply with the dress requirements unless otherwise agreed to.
2. Effective after April 24, 2005, Plumbing Inspectors shall be eligible to receive a replacement jacket with a department logo after at least 5 years have past since their receipt of a prior jacket with a department logo.

## ARTICLE 27

## *SAFETY SHOE ALLOWANCE PROGRAM*

Employees shall receive an $80 Shoe Allowance in each calendar year of this Agreement.

## ARTICLE 28

## *BUS DISCOUNT FARE PROGRAM*

The City's Bus Discount Fare Program for Non-Represented employees shall be extended to employees represented by Plumbers Local 75.

## ARTICLE 29

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

A joint City-Union Early Intervention Program shall be established in accordance with the June 17, 1993 agreement between the City and the Union.

## ARTICLE 30

### *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, which 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 31

### *NON-DISCRIMINATION*

The parties agree that there shall be no discrimination against any bargaining unit member because of race, color, creed, sex, age, nationality, political affiliation, religious affiliation, sexual preference or handicap.

## ARTICLE 32

## *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 not conflict with the specific provisions of this Agreement shall remain in force and effect.

## ARTICLE 33

### *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 34

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

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

## ARTICLE 35

## *SAVINGS CLAUSE*

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

## ARTICLE 36

## ***ENTIRE AGREEMENT***

The foregoing and any written letters or Memoranda of Understanding between the parties submitted to the Common Council at the time this Agreement is submitted constitute the entire agreement between the parties and no verbal statement shall supersede any of its provisions.

Witness the hands and seals of the parties hereto this_____day of _____ 2009.

PLUMBERS LOCAL 75, AFL-CIO

By: _____
Steve Breitlow
Business Manager

_____
Paul Illemann

_____
Hal Jenkins

CITY OF MILWAUKEE

By: _____
Maria Monteagudo
Employee Relations Director

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

**SIGNATURES**

10-11 LC.doc//LABR/Lo-75

# 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 agrees that on of the nine members shall be a member from the Technicians, Engineers and Architects of Milwaukee (TEAM) as determined by TEAM. The City has agreed that no other Union except DC 48 and MPA may have more than one voting member on the Committee. The City has also agreed to allow other union presidents and union staff representatives or business agents to attend and participate in all Committee meetings, but only the nine members of the Committee will be allowed to officially make decisions and/or vote if necessary.

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

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

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

# AGREEMENT

Between

CITY OF MILWAUKEE

and

PLUMBERS' LOCAL 75, AFL-CIO

Effective January 1, 2010 through December 31, 2011

MEMORANDUM OF UNDERSTANDING

Between

PLUMBERS' LOCAL 75, AFL-CIO

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 on January 1, 2010, and expiring December 31, 2011. The negotiating committee for Plumbers' Local 75, AFL-CIO, (their signatures appear below) agree to recommend and support ratification and adoption of this Agreement to their principals.

Upon receiving notice from the negotiating committee of Plumbers' Local 75, AFL-CIO that their membership has properly ratified and adopted this Agreement, the City of Milwaukee Negotiating Team agrees to recommend the items contained in this Agreement to the Common Council of the City of Milwaukee and support their adoption.

Dated this _____day of _____, 2009

| Representatives of Plumbers' Local 75, AFL-CIO | City of Milwaukee Negotiating Team |
|---|---|
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| | |

AGREEMENT
Between
CITY OF MILWAUKEE
and
PLUMBERS' LOCAL 75, AFL-CIO

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AGREEMENT

Between

CITY OF MILWAUKEE

and

PLUMBERS' LOCAL 75, AFL-CIO

Effective January 1, 2007

## PREAMBLE

This agreement is made at Milwaukee, Wisconsin, pursuant to the provisions of Section 111.70, Wisconsin Statutes, by the CITY OF MILWAUKEE, as municipal employer, hereinafter referred to as the "City," and LOCAL 75, JOURNEYMAN PLUMBERS' and GASFITTERS' UNION, AFL-CIO, as representative of bargaining unit employees who are employed by the City of Milwaukee, and hereinafter referred to as "Union."

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

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

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 relating to the Municipal Budget Law (as set forth in Chapter 65 of the Wisconsin Statutes) and any other statutes applicable to the City and insofar as applicable, the rules and regulations relating to or promulgated by the City Service Commission.

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***

l. This agreement shall remain in full force and effect commencing on January 1, 2007, and terminating at 12:01 a.m. on January 1, 2010, unless both parties agree to extend at it beyond that date. 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. If the 2007-2009 City/Union contract is not executed until after July 1, 2009, changes for a succeeding contract shall be requested within 30 days after the execution date of this Agreement.

## ARTICLE 2

## *RECOGNITION*

1. The City recognizes the Union as the exclusive collective bargaining agent on the subjects of wages, hours and conditions of employment for employees who have passed the City's probationary period and who are in the following classifications:

   Plumbing Inspector I

   Plumbing Inspector II

   Landscape and Irrigation Specialist

   Mechanical Plan Examiner II

   Mechanical Plan Examiner III

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

3. 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 these 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 these positions shall be deemed part of the bargaining unit, and they shall be represented by the Association and also be covered by this Agreement.

## ARTICLE 3

## *MANAGEMENT RIGHTS*

1. The Union recognizes that it is the prerogative of the City to determine the mission of the City and each of its departments, to determine the means, manpower, procedures and methods by which such mission will be accomplished, to operate and manage its affairs in all respects; and the powers and authority which the City has not officially abridged, delegated or modified by this agreement are retained by the City. Specifically, and without limitation thereto, by reason of enumeration, the Union recognizes:

    l. The exclusive right of the City to establish reasonable work rules.

    2. That the City has the right to schedule regular and overtime work as required in a manner it deems most advantageous to the City.

    3. That the City reserves the right to discipline or discharge for cause.

    4. No action of the City in admonishment of an employee or in encouraging the employee to improve his/her performance, attendance or punctuality shall in any case be deemed an appropriate subject for the grievance procedure, provided said admonishment shall not result in any formal discipline. Neither the Union or City shall have the right or obligation to discuss same as a grievance.

    5. That the City reserves the right to lay off employees.

    6. Effective November 3, 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.

    7. That the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations and the City may act to contract or subcontract any part or portion of its work without violation of its obligations hereunder to the Union or its members. The right of contracting or subcontracting is vested in the City. Except in cases which the City deems to be an emergency situation, the City will give reasonable and timely notification of

and discuss with the Union any proposed contracting or subcontracting.

The City will give the Union reasonable and timely notice in cases in which the Union's bargaining unit personnel are involved and affected wherein City departments are merged or separated and will afford the Union an opportunity to present its position with respect to the City's action.

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

## ARTICLE 4

## *GRIEVANCE PROCEDURE*

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

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

Step 2. (Written) If the grievance is not settled at the first step, it shall be reduced to writing and presented by the grievant to his/her immediate supervisor within the above time limits. Within ten (10) working days of receipt of the written grievance, the supervisor shall furnish the employee and the local Union Business Manager with a written answer to the grievance.

Step 3. (Dept. Head) If the grievance is not settled at the second step, the local Union Business Manager may appeal in writing within ten (10) working days to the department head, who shall notify the aggrieved and the Union of the City's decision in writing within ten (10) working days from receipt of the appeal.

Step 4. (Labor Negotiator) If the Union advances to arbitration a third step decision appropriate under the following criteria, it shall be reviewed at a meeting between the Labor Negotiator, or his designee, and the Business Manager of the Union, or his designee, held periodically for that purpose. The parties are empowered to settle such grievance, and no further step in the arbitration process shall occur until such meeting has occurred, or the parties, by written agreement, shall have waived such meeting.

B. When a grievance hearing is held at the third (department head) step of the grievance procedure, a named employee who has filed a grievance and the Union official or representative, the presence of whom is required for the purpose of giving testimony,

shall be given notice of at least 24 hours before a meeting is held. The Union may waive this requirement.

C. Each written grievance shall set forth on the form prescribed the specific provision of the agreement which the individual or the Union claims has been violated. The written grievance shall list the time, place and circumstances or facts that are being grieved and shall contain a specific requested remedy.

D. No claim of violation of the Management Rights clause shall be regarded by the parties hereto as a grievance. Unless an allegation in the original grievance is made that a specific exception in the clause itself is made, no individual, the Union, or the City shall have the right or obligation to discuss same as a grievance.

E. "Days," when the word is used in this article, refers to working days. Any grievance which the Union does not elect to advance in the grievance procedure within the prescribed period shall be deemed a dropped grievance and deemed settled on the basis of the last answer which the City has given in the last completed step of the grievance procedure unless the parties have, in writing, in unusual circumstances, agreed to an extension of time for a definite period or have waived the step completely.

## ARTICLE 5

## *ARBITRATION*

A. No item or issue may be the subject of arbitration unless such arbitration is requested in writing within 60 working days following the action or occurrence which gives rise to the issue to be arbitrated.

Arbitration may be initiated by the Union serving upon the City's Labor Negotiator a notice in writing of its intent to proceed to arbitration. Said notice shall identify the contract provision listed in the original grievance upon which the Union relies, the grievance or grievances, the department and the employees involved.

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 following subjects shall not be submitted nor subject to arbitration:

1. Provisions of the agreement which affect the obligations of the City under provisions of Wisconsin Statutes or make the performance of such obligations more difficult.
2. The elimination or discontinuance of any job, except as provided in the contracting and subcontracting provision.
3. Any pension matter.
4. Any matter which is covered by Wisconsin Statutes and relates to the operation and jurisdiction of the City Service Commission, including rules which the Commission is authorized to promulgate.

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

specifically set forth herein.

No issue shall be subject to arbitration unless such issue results from an action or occurrence which takes place following the execution of this Agreement, and no arbitration determination shall cover any period of time which is prior to the date of execution of this Agreement.

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

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

D. Arbitrators shall expressly confine themselves to the precise issue submitted for arbitration and they shall not submit declarations of opinion which are not essential in reaching the determination of the question submitted unless requested to do so by both parties.

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

## ARTICLE 6

## *UNION RIGHTS AND OBLIGATIONS*

The Union recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consistent with its obligations to the employees it represents.

Pay for Union Negotiators

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 departments. One or more representatives from the Union shall be paid regular base salary up to a combined maximum of 17 man-hours for time spent annually in negotiations during regular working hours, except no payment will be made for negotiating time outside the representatives' normal workday and in no event will payment be made for time in excess of eight hours. Reasonable travel time from site of employment to site of meeting will be allowed.

The provisions of this agreement shall be limited to day conferences or negotiations held during the years 2007-2009 with respect to wages, hours and conditions of employment thereafter. The City Labor Negotiator shall interpret and administer the provisions of this section.

Check Off of Union Dues

For each non-probationary employee in the bargaining unit, the City will honor a statutorily acceptable dues check off request during the term of this agreement or any extension thereof.

The City will pay amounts deducted from the employee's earnings to the treasurer of the Union within ten (10) days after the pay day on which the deduction was made, together with a list of employees from whose pay the deduction was made.

Fair Share Deductions

For each non-probationary employee in the bargaining unit who has not submitted a

statutorily acceptable dues check off request, the City, during the term of this agreement or any extension thereof, will deduct from the pay of such employee an amount which the Union certifies to the City is the prorata cost to the Union of negotiating and administering the labor agreement. Such certified sum shall not exceed the amount of the dues the employee would be required to pay had the employee executed a check off request. Remittance to the Union of the sums so deducted shall be as prescribed in the preceding paragraph.

Changes in dues or fair share amounts to be deducted shall be certified by the Union at least four (4) weeks before the start of the pay period the changed deduction is to be effective.

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 fair-share deductions or the interpretation, application or enforcement of this provision. The Union shall have no responsibility to reimburse the City for any court costs or legal fees the City incurs on its own behalf in the event that the City retains its own attorneys based upon its determination that its interests require representation.

## ARTICLE 7

## *PROHIBITION OF STRIKES AND LOCKOUTS*

Neither the Union nor any member thereof shall cause nor counsel its members, or any of them individually, to strike nor shall it in any manner cause them either directly or indirectly to commit any concerted acts of work stoppage, slowdown or refusal to perform any assigned duties for the City. Any employee who commits any of the acts prohibited in this section may be subject to the following penalties:

1. Discharge.
2. Other disciplinary action.
3. Loss of all compensation, seniority rights, vacation benefits and holiday pay as determined by the City.

Upon notification confirmed in writing by the City Labor Negotiator to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately, in writing, order such members to return to work immediately, provide the City with a copy of such an order and a responsible official of the Union shall publicly order them to return to work.

If a wildcat strike occurs, the Union agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue such orders and/or take such action shall be considered in determining whether or not the Union caused or authorized, directly or indirectly, the strike.

No Lockout

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

## ARTICLE 8

## *HOURS OF WORK*

This Article defines the normal hours of work per day and per week in effect at the time of execution of this Agreement. Nothing contained herein prevents the City from restructuring the normal work day or work week when the City deems such restructuring will best serve its needs or promote the efficiency of its operations or from establishing and from time to time changing, the work schedules of employees.

Work Day

The "normal work day" shall be an eight-hour day excluding an unpaid lunch break; with starting times, lunch periods and quitting times established by general rule or individual employee assignments by departmental managers.

Work Period

The "work week" shall be ten (10) workdays during each fourteen (14) day period.

Nothing in this Agreement shall be construed as a guarantee of, or limitation on, the number of hours to be worked per day, per week or any other period of time.

## ARTICLE 9

## *BASE SALARY*

1. The biweekly base salary paid to an employee in classifications covered by this Agreement, except for Landscape and Irrigation Specialist, shall be as follows:

a. Effective Pay Period 1, 2007 (December 31, 2006)

Pay Range 785 (Plumbing Inspector I)

$2,018.49 2,079.05 2,141.42 2,205.67 2,271.83

Pay Range 788 (Plumbing Inspector II)

$2,205.67 2,271.83 2,339.99 2,410.18 2,482.49

Pay Range 796 (Mechanical Plan Examiner II)

$2,055.93 2,154.65 2,258.06 2,366.42 2,479.98

2,599.04 2,723.78

Page Range 798 (Mechanical Plan Examiner III)

$2,391.26 2,496.49 2,606.32 2,721.02 2,840.73

2,965.73 3,096.21

b.. Effective Pay Period 1, 2008 (December 30, 2007)

Pay Range 785 (Plumbing Inspector I)

$2,038.67 2,099.84 2,162.83 2,227.73 2,294.55

Pay Range 788 (Plumbing Inspector II)

$2,227.73 2,294.55 2,363.39 2,434.28 2,507.31

Pay Range 796 (Mechanical Plan Examiner II)

$2,076.49 2,176.20 2,280.64 2,390.08 2,504.78

2,625.03 2,751.02

Pay Range 798 (Mechanical Plan Examiner III)

$2,415.17 2,521.45 2,632.38 2,748.23 2,869.14

2,995.39 3,127.17

c. Effective Pay Period 14, 2008 (June 29, 2008)

Pay Range 785 (Plumbing Inspector I)

$2,059.06 2,120.84 2,184.46 2,250.01 2,317.50

Pay Range 788 (Plumbing Inspector II)

$2,250.01 2,317.50 2,387.02 2,458.62 2,532.38Pay

Range 796 (Mechanical Plan Examiner II)

$2,097.25 2,197.96 2,303.45 2,413.98 2,529.83

2,651.28 2,778.53

Pay Range 798 (Mechanical Plan Examiner III)

$2,439.32 2,546.66 2,658.70 2,775.71 2,897.83

3,025.34 3,158.44

d. Effective Pay Period 1, 2009 (December 28, 2008)

Pay Range 785 (Plumbing Inspector I)

$2,079.65 2,142.05 2,206.30 2,272.51 2,340.68

Pay Range 788 (Plumbing Inspector II)

$2,272.51 2,340.68 2,410.89 2,483.21 2,557.70

Pay Range 796 (Mechanical Plan Examiner II)

$2,118.22 2,219.94 2,326.48 2,438.12 2,555.13

2,677.79 2,806.32

Pay Range 798 (Mechanical Plan Examiner III)

$2,463.71 2,572.13 2,685.29 2,803.47 2,926.81

3,055.59 3,190.02

e. Effective Pay Period 14, 2009 (June 28, 2009)

Pay Range 785 (Plumbing Inspector I)

$2,100.45 2,163.47 2,228.36 2,295.24 2,364.09

Pay Range 788 (Plumbing Inspector II)

| | | | | |
|---|---|---|---|---|
| $2,295.24 | 2,364.09 | 2,435.00 | 2,508.04 | 2,583.28 |

Pay Range 796 (Mechanical Plan Examiner II)

| | | | | |
|---|---|---|---|---|
| $2,139.40 | 2,242.14 | 2,349.74 | 2,462.50 | 2,580.68 |
| 2,704.57 | 2,834.38 | | | |

Pay Range 798 (Mechanical Plan Examiner III)

| | | | | |
|---|---|---|---|---|
| $2,488.35 | 2,597.85 | 2,712.14 | 2,831.50 | 2,956.08 |
| 3,086.15 | 3,221.92 | | | |

Recruitment for the Plumbing Inspector I position shall be up to the third step of the pay range at the discretion of Department Head. Effective on the appointment date of a Plumbing Inspector I who is appointed in Pay Period 1, 2006 or after, Plumbing Inspector I's who were appointed prior to Pay Period 1, 2006, who are in a pay step lower than the pay step of the newly appointed Plumbing Inspector I, shall advance to the same pay step as the newly appointed Plumbing Inspector I.

2. The biweekly base salary paid to an employee in the Landscape and Irrigation Specialist classification shall be as follows:

   a. Effective Pay Period 13, 2007, the wage rate for Landscape and Irrigation Specialist Pay Range 786, covered by this Agreement shall be ninety-two percent (92%) of the hourly wage rate agreed upon in the contract between the Union and the Contractors Association for Journeymen Plumbers for the period from June 1, 2007, up to and including May 31, 2008, provided, however, that for calculation purposes, the hourly wage rate for Landscape and Irrigation Specialists covered by this Agreement shall be reduced by an amount equal to any reduction or elimination of any fund contributions such as health and welfare fund, pension fund, and vacation fund. The biweekly rate effective Pay Period 13, 2007 shall be$2,476.80.

   b. Effective Pay Period 13, 2008, the wage rate for Landscape and

Irrigation Specialist covered by this Agreement shall be ninety-two percent (92%) of the hourly wage rate agreed upon in the contract between the Union and the Contractors Association for Journeymen Plumbers for the period from June 1, 2008, up to and including May 31, 2009, provided, however, that for calculation purposes, the hourly wage rate for Landscape and Irrigation Specialists covered by this Agreement shall be reduced by an amount equal to any reduction or elimination of any fund contributions such as health and welfare fund, pension fund, and vacation fund. The biweekly rate effective Pay Period 13, 2008 shall be $2,589.60.

c. Effective Pay Period 13, 2009, the wage rate for Landscape and Irrigation Specialist covered by this Agreement shall be ninety-two percent (92%) of the hourly wage rate agreed upon in the contract between the Union and the Contractors Association for Journeymen Plumbers for the period from June 1, 2009, up to and including May 31, 2010, provided, however, that for calculation purposes, the hourly wage rate for Landscape and Irrigation Specialists covered by this Agreement shall be reduced by an amount equal to any reduction or elimination of any fund contributions such as health and welfare fund, pension fund, and vacation fund. The biweekly rate effective Pay Period 13, 2009 shall be $2,596.80.

d. Effective Pay Period 13, 2007, when the Landscape and Irrigation Specialist is assigned to supervisory or lead worker duties, determining the writing specifications for irrigation materials consistent with industry standards or assisting in design of irrigation systems, his/her wage rate shall be 95% of the hourly wage rate agreed upon in the contract between the Union and the Contractors Association for Journeyman Plumbers for the period June 1, 2007, up to and including May 31, 2008, provided, however, that for calculation purposes, the hourly wage rate for the Landscape and Irrigation

Specialist covered by this Agreement shall be reduced by the amount equal to any reduction or elimination of any fund contributions such as health and welfare fund, pension fund, and vacation fund. The biweekly rate effective Pay Period 13, 2007 shall be$2,557.60.

e. Effective Pay Period 13, 2008, when the Landscape and Irrigation Specialist is assigned to supervisory or lead worker duties, determining and writing specifications for irrigation materials consistent with industry standards or assisting of irrigation systems , his/her wage rate shall be 95% of the hourly wage rate agreed upon in the contract between the Union and the Contractors Association for Journeymen Plumbers for the period June 1, 2008, up to and including May 31, 2009, provided, however, that for calculation purposes, the hourly wage rate for the Landscape and Irrigation Specialist covered by this Agreement shall be reduced by the amount equal to any reduction or elimination of any fund contributions such as health and welfare fund, pension fund and vacation fund. The biweekly rate effective Pay Period 13, 2008 shall be $2,673.60.

f. Effective Pay Period 13, 2009, when the Landscape and Irrigation Specialist is assigned to supervisory or lead worker duties, determining and writing specifications for irrigation materials consistent with industry standards or assisting of irrigation systems, his/her wage rate shall be 95% of the hourly wage rate agreed upon in the contract between the Union and the Contractors Association for Journeymen Plumbers for the period June 1, 2009, up to and including May 31, 2010, provided, however, that for calculation purposes, the hourly wage rate for the Landscape and Irrigation Specialist covered by this Agreement shall be reduced by the amount equal to any reduction or elimination of any fund contributions such as health and welfare fund, pension fund and vacation fund. The biweekly rate effective Pay Period 13, 2009 shall be $2,681.60.

g. The Union shall certify to the City the rate of pay for Journeymen Plumber for the period of November 28, 2009 through May 31, 2010, as soon as such rates become available to the Union.

h. For informational purposes, the Local 75 Union Journeymen Plumber rate is $30.96 per hour, which was effective June 1, 2007,$35.18 per hour, which was effective June 1, 2007, and $35.28 per hour, which was effective June 1, 2009.

3. The base salary of an employee shall be paid biweekly and shall be in compensation for the full performance of the regularly scheduled hours of work for the given biweekly pay period in accordance with the Hours of Work Article of this Agreement.
4. The City reserves the right to make corrections of errors to the Salary Ordinance if any are found.
5. The City reserves the right to make changes in the Salary Ordinance to reflect classification changes recommended by the City Service Commission. This item shall not be subject to either advisory or final and binding arbitration.
6. Unless otherwise specified, employees shall move from the minimum step in annual increments. The administration of the pay plan shall be in accordance with the salary ordinance.
7. 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 10

## *SHIFT AND WEEKEND DIFFERENTIAL PAY*

1. An employee who works at least four (4) hours of his/her regularly scheduled eight-hour shift within the second or third shift as defined in subsection 1.a. or 1.b., below, shall be paid, in addition to his/her base salary, the following shift differential premium for all the hours worked during that shift:
   a. Second Shift --- 3:00 p.m. to 11:00 p.m. --- $0.40 per hour.
   b. Third Shift ---- 11:00 p.m. to 7:00 a.m. --- $0.45 per hour.
2. Shift premium in the above amounts shall be paid for all hours for which an employee would have received a regular shift assignment but for the fact that the employee was on vacation, personal day, holiday, sick leave or funeral leave.
3. Weekend differential for regularly scheduled Saturday work paid to an employee shall be in the amount of $0.50 per hour and the weekend differential for regularly scheduled Sunday work and holidays paid to an employee shall be in the amount of $0.60 per hour.
4. An employee performing work under the OVERTIME provision of this Agreement shall not receive shift or weekend differential for the same hours regardless of the period worked.

## ARTICLE 11

## *OVERTIME*

1. Overtime is assigned work performed before, beyond, and/or in addition to the 8-hour shift, or in excess of the hours defined in the HOURS OF WORK provision of this Agreement, or for work performed on holidays, which is compensated for in extra time off or in extra pay.
2. Overtime compensation will only be paid for time actually worked.
3. Compensatory Time: Overtime will be compensated for at the rate of one and one-half (l.5) times pay for hours actually worked. The accumulated credit for each employee at no time shall exceed 120 hours.
4. Application of these provisions of this Article shall not involve pyramiding of overtime.
5. Any full time employee who reports for work at a regularly assigned time and who is sent home due to lack of work, inclement weather or a decision by the City not to prosecute work for any reason, shall be paid for reporting with 2 hours pay at his or her regular rate of pay.
6. Any payments made under the provisions of this Article shall not be included in the determination of pension benefits or other fringe benefits.

## ARTICLE 12

## *PAY FOR TIME NOT WORKED*

12.1. An employee shall earn vacation time in the following manner:

a. 3.7 hours per pay period for employees who have completed less than 4years of 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 years of creditable service, but less than 21 years of creditable service;

e. 9.9 hours per pay period for employees with at least 21 years of creditable service.

12.2. 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 section 1., above. An employee on the payroll less than eighty (80) hours in a pay period will earn vacation on a pro rata basis. Hours on the payroll in excess of eighty (80) in a pay period shall not count toward vacation accrual.

12.3. 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 for 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.

12.4. 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 at least 21 years of service.

12.5. 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.

12.6. 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.

12.7. 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.

12.8. 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.

12.9. Transitional Vacation Account

Effective Pay Period 1, 1996, the amount of vacation earned by an employee from his/her 1995 anniversary date through December 30, 1995 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 13

## *HOLIDAYS*

1. The holidays which the City observes and for which an eligible employee receives pay at his/her regular rate of pay without working are:

    a. New Years 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. If any of the above-named holidays fall on Saturday or Sunday, the City may move the holiday to the preceding or subsequent workday normally scheduled and that day shall constitute the holiday.

3. "An eligible employee," within the meaning of paragraph 1., is one whose job title and classification is one which does not require him/her to work on regular holidays or according to a schedule in which holidays are included, or who receives as part of regular pay compensation in cash or alternative off time for working on holidays.

4. Nothing herein abridges the City's right to schedule and/or to require an employee to work on a holiday. An eligible employee required to work on a holiday shall receive in addition to holiday pay as such, time and one-half the regular pay either in cash or compensatory time off for each hour he/she works.

## ARTICLE 14

## *SICK LEAVE*

1. Definition: "Sick Leave" shall mean all necessary absence from duty because of illness, bodily injury, or exclusion from employment because of exposure to contagious disease. Sick leave benefits shall be limited to the period of time, the employee would have worked in accordance with the HOURS OF WORK provision of this Agreement.
2. a. Eligibility for sick leave shall begin after the completion of six months of actual service following regular appointment, but accumulations shall be retroactive to the time of regular appointment.

   b. Whenever an employee eligible for sick leave allowance leaves the service of one employing unit of the city government and accepts, by certification of transfer, service in a position in another employing unit of city government, obligations for any accumulated sick leave allowance shall be assumed by the new employing unit. Separation from service by resignation or for cause shall cancel all unused accumulated sick leave allowances. 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. Sick leave shall automatically terminate on the date of retirement of the employee.
3. Permanent full-time employees shall earn sick leave with pay at the rate of one and one-quarter (1 1/4) working days for each month of active service or 4.6 working hours for each two (2) weeks of active service. Employees who work an average of twenty (20) 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 (2) weeks of service.
4. Sick leave allowance may accumulate up to 120 working days.
5. The City shall maintain and verify the official sick leave records. The sick leave record of an employee who is under a medical doctor certificate requirement shall be reviewed at intervals not sooner than six months nor later than eight months of actual service, as long

as the requirement is in effect. The employer shall notify the employee in writing of the results of this review.

6. When sick leave extends beyond three (3) consecutive workdays, acceptable medical substantiation from the employee's private physician certifying the nature and seriousness of the sickness or pregnancy disability shall be furnished to the department head and to the City Service Commission.
7. 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.
8. If the employee who has been paid sick leave effects a recovery from a third party, the City shall have the right to recoup from the employee payments the City has made; and, upon recovery of such sums, it shall restore to the sick leave account of the employee the days which were charged to the account.
9. Should the federal or state or any local unit of government enact or interpret legislation to confer non-taxable status upon payments made to an employee under the terms of this article, the City by general rule and without further negotiation, shall make a downward adjustment in the rates of pay hereunder to make the payments more nearly conform to the concept of an obligation for replacement pay.
10. <u>Sick Leave Incentive Control Program</u>
    a. The Sick Leave Control Incentive Program shall be in effect beginning Trimester 1, 2007, through and ending Trimester 3, 2009. Nothing herein shall be construed as requiring the City to continue the program for time periods after Trimester 3, 2009.
    b. The trimester periods for each calendar year are defined as follows:

       Trimester 1 - Pay Period 1-9

       Trimester 2 - Pay Period 10-18

       Trimester 3 - Pay Period 19-26 or 19-27, whichever is appropriate.
    c. An employee shall be eligible for a trimester sick leave incentive benefit only if:

(1) During the full term of the trimester, the employee did not use any paid sick leave, did not receive injury pay (except in cases when the employee suffered a verifiable lost-time work-related injury and returned to work for his/her next regularly-scheduled work shift following the occurrence of the injury), was not on an unpaid leave of absence, was not AWOL, was not tardy, was not suspended from duty for disciplinary reasons and did not take any unpaid time off the payroll; and

(2) During the full term of the trimester, the employee was in active service; and

(3) At the beginning of the trimester, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 30 days; and

(4) The employee was represented by the Union for at least 560 hours in the trimester period.

d. In a Trimester period set forth in subsection a. and b., above, that an employee is eligible for a sick leave control incentive program (SLIP) benefit, the Department/Bureau-head shall determine which one of the two types of SLIP benefits listed below the eligible employee shall receive (at the Bureau/Department Head's discretion, the employee may make this determination in accordance with procedures established for that purpose by the Bureau/Department head):

(1) A special sick leave incentive payment

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

Period in which they were earned.

(2) A special incentive leave

An employee receiving a special incentive leave, shall earn one eight-hour day off with pay. Such day off with pay earned in Trimester 1 or 2 must be used by the employee in the remainder of the fiscal year. A day off with pay earned in Trimester 3 may be used any time in the following fiscal year. An employee may use such day off with pay on a date he/she has requested provided the employee gives his/her supervisor reasonable advance notice of the date requested and the date is determined available by the supervisor in accordance with the needs of the Department. The processing of employee requests for time off earned under the sick leave incentive control program shall be on a first-come, first-served basis. 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.

## ARTICLE 15

### *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 16

### *DUTY INCURRED DISABILITY PAY*

1. If an employee having regular City service status sustains an injury which meets the requirements of Chapter 102, Wisconsin Statutes, (the Worker's Compensation Act), the City undertakes to protect the employee after tax take-home pay for a maximum of two hundred fifty (250) days during the course of the employee's lifetime work career with the City.
2. a. Except as provided in 2.b., below, the City will pay a disabled employee whose injury meets statutory standards an amount of seventy percent (70%) of the amount he/she would have earned as regular pay during the period in question.
   b. An employee who has not successfully completed his/her initial probationary period with the City shall not be entitled to Duty Incurred Disability Pay.
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.
4. If the Internal Revenue Service (IRS) determines that the duty-incurred disability pay benefits provided hereunder are taxable as wages, then beginning with the effective date of this determination, the City will no longer require the 30% employee deduction from injury pay benefits provided for above.

## ARTICLE 17

## *OWED TIME*

An employee who is officially excused before the end of his/her normal shift because of inclement weather conditions or because of civil disturbance which makes initiation or prosecution of 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 and to the extent that the debt is not discharged by the employee's not working overtime assignments which he/she is offered without an excuse acceptable to the City, the sum shall be deducted from the employee's pay for the period in which the overtime was offered to the employee. Any remainder of unpaid "owed time" shall be deducted from pay due to an employee at the time of termination or when the employee transfers to a new employing unit, as for instance, another bureau.

When an employee makes up "owed time," the rate of pay shall be at the appropriate overtime rate.

## ARTICLE 18

## *MILITARY LEAVE*

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.

   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.

4. An employee shall be entitled to time off with pay for time spent taking physical or mental examinations to determine their eligibility for induction or service in the armed forces of the United States; but time off with pay shall be granted only for examinations conducted by a United States military agency.

5. The City shall have the authority to establish rules and procedures that it deems necessary

to administer the military leave benefits provided by this Article. These rules and procedures shall cover, but not be limited to, a requirement that an employee provide the City with reasonable advance notice of any contemplated military leave and the appropriate military orders and papers that fully document such military leave.

## ARTICLE 19

### *TIME OFF FOR JURY DUTY*

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

## ARTICLE 20

## *TERMINAL LEAVE*

The City shall pay to an employee retiring on normal (unreduced) pension, a lump sum payment equal to thirty (30) days of the employee's accumulated and unused sick leave.

Such payment shall be at the rate of pay the employee earned in his/her last two (2) week period of active employment.

## ARTICLE 21

## *FUNERAL LEAVE*

1. DEFINITIONS:
   a. "Funeral Leave" is defined as absence from duty because of either a death in the employe's immediate family (as the term "immediate family" is hereinafter defined), or because of the death of the employe's 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 April 24, 2005, for this Article only, include spouse's siblings spouse in definition of brother-in-law and sister-in-law.
2. In the case of a death in the employe's "immediate family", the employe shall be granted a leave of absence not to exceed three workdays with pay; these workdays shall be contiguous to the day of death or the day after the funeral. If the actual day after the funeral occurs on a Saturday, Sunday or holiday, then the following work day shall be treated as the day after the funeral for purposes of this article.
3. In the case of a death of the employe's grandparent, the employe may use one workday with pay to attend the funeral of that grandparent.
4. The Director of the City's Department of Employee Relations or his/her designee 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 22

## *PENSION BENEFITS*

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

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

## ARTICLE 23

## *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 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, 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.

(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) A medical "hot-line" shall be established by the City. This "hot-line" shall put employees and their families in immediate touch with health care professionals for information on the value, availability, use and price of the various health care services in the area.

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

(8) Transplant Benefits

(a) Medically necessary human-to-human heart transplants shall be a covered benefit under the Basic Plan. The participant must obtain prior authorization from the Utilization Review Contractor and is subject to the terms and conditions of the Utilization Review/Case Management program set forth in subsection 23.1.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 $500,000. 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 subsections 23.1.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 23.1.b.(3), hereunder, the benefits for employees enrolled in an HMO plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations.

(2) Effective upon the execution date of this Agreement, the City may offer to employees an Exclusive Provider Organization (EPO) Plan instead of or in addition to a Health Maintenance Organization (HMO) Plan. An EPO Plan offered by the City shall use a Southeastern Wisconsin network and shall only include in-network benefits. There shall be no coverage for services obtained outside of the EPO Plan network. The benefits for employees enrolled in an EPO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from 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 23.1.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 Drug co-payment equal to $5.00;

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

c. Basic Dental Plan

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

d. Prepaid Dental Plan

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

e. Cost Containment Provisions Applicable to All Plans:

(1) The City will not pay for any services or supplies that are unnecessary according to acceptable medical procedures.

(2) The City shall have the right to require an employee to execute a medical authorization to the applicable Group to examine employee medical and/or dental records for auditing purposes.

(3) The City shall have the right to establish the methods, measures and procedures it deems necessary to restrict excessive costs in the application of the benefits provided under subsections 23.1.a. through 23.1.d.

(4) The City, in conjunction with its insurance administrator, carrier, or provider shall have the right to develop and implement any other cost containment measures it deems necessary.

(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.

2. Eligibility for Benefits

a. 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, shall be entitled to health insurance benefits through either the Basic Plan or an HMO Plan at their option.

b. Employees shall not be eligible for the benefits provided in subsection 23.1., 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.

c. Employees in active service shall be entitled to Dental Plan benefits provided in subsection 23.1.c. or 23.1.d. above so long as they remain in active service.

Individuals not in active service shall not be entitled to participate in the Dental Plan.

d. An employee in active service who commences receiving a duty disability retirement allowance during the term of this Agreement shall be entitled to the benefits provided in subsections 23.1.a. or 23.1.b., for the term of this Agreement.

e. Employees who retire 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 23.1.a. or 23.1.b., during the term of this Agreement so long as they are at least age 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 23.2.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 prior to 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 23.1.a. and 23.1.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 23.2.c., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have obtained age 65.

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

a. Employees in Active Service

(1) For Employees Enrolled in the Basic Plan

(a) Except as provided in subsection 23.5., 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 paycheck on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

(b) Except as provided in subsections 23.5, 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 when an employee's enrollment status is family.

ii. The employee contribution shall also increase $20.00 per month over the amounts specified in subsection 23.3.a.(1)(b)i., above, for each adult covered by the plan (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.

iii. For an Employee in the single plan and for an employee and his or her spouse (if applicable) in the family plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the

employee contribution shall be $75.00 per month for single enrollment when an employee's enrollment status is single and $150.00 per month for family enrollment when an employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

(2) For Employees Enrolled in a Health Maintenance Organization Plan for calendar years 2007, 2008, and 2009.

(a)

Except as provided in subsection 23.5., 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 single enrollment in the HMO Plan elected of 100% of the respective calendar year monthly subscriber cost of enrollment in the HMO offered by the City pursuant to subsection 23.1.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 23.1.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 23.5, 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 23.5, 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 23.3.a(2)(c)i., above, for each adult (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.

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

(d) In addition to the amounts specified in subsections 23.3.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) After December 31, 2009 the dollar maximum City contribution provided for calendar year 2009 shall continue unchanged until the successor labor contract between the parties is executed.

(5) An employee who exhausts his/her sick leave during the term of this Agreement, shall be permitted to maintain the benefits for the plan he/she was covered under on the date his/her sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. The City's contribution towards the cost of maintaining the benefits during this period shall be as provided for, respectively, in subsection 23.3.a.(1) or subsection 23.3.a.(2), above. The provisions of this subsection shall not cover retirees (including disability retirements).

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 23.3.a. of this Article, above.

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

(1) Eligible employees under subsections 23.2.e. or 23.2.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) For eligible employees under subsections 23.2.e. or 23.2.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 23.1.a. or 23.1.b. above, having the lowest single enrollment subscriber cost for retirees to the City. For eligible employees under subsections 23.2.e. or 23.2.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 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 23.1.a. or 23.1.b., above, having the lowest family enrollment subscriber cost for retirees to the City. If the per capita subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the retiree shall have the amount of excess cost deducted from his/her pension check. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for single enrollment for retirees in an HMO Plan of 100% of the monthly subscriber cost of single enrollment for retirees in the Basic Plan. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost of 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 23.3.c.(1) or 23.3.c.(2) shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsection 23.2.e. or 23.2.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 paycheck on a monthly basis.

5. Prorata Credit for Half-time Employees

The City's contribution for an eligible employee whose normal hours of work average 20 hours per week on a year-round basis in a position which is budgeted as half-time shall not exceed 50% of the maximum City contributions required under subsections 23.3.a. or 23.4. of this Article, above.

6. Self-Administration Offset

The per capita subscriber costs associated with the health or dental insurance coverage provided by each of the plans listed in subsection 23.1., 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 23.3., 23.4. and 23.5., above, for employees covered by such a self-administered plan shall be reduced by an amount equal to ninety percent (90%) 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.

7. Non-duplication

a. If more than one City employee is a member of the same family, as that term is defined in provisions of the Plans defined in subsection 23.1., above, the

coverage shall be limited to one family plan, regardless of the date either spouse entered City Service.

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.

d. 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.

e. 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%.

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 23.3. above towards the cost of coverage for the City's Medicare Supplemental Plan.

8. Right of City to Select Carrier

a. 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 23.l., 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).

9. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in subsections

23.1.a. or 23.1.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. 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 subsection 23.1.a., 23.1.b., 23.1.c., or 23.1.d., above.

11. 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 24

## *LIFE INSURANCE*

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. 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.

   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 S350-25(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 Ordinances.

2. Adjustment of Coverage

   The amount of life insurance coverage to which an employee is entitled shall be adjusted

semi-annually on January l and July l 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.

3. Conditions and Eligibility for Election of Coverage

a. 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.

b. The election of life insurance coverage shall be in a manner prescribed by the City.

c. An employee meeting the eligibility requirements for election of life insurance coverage must make such election within 30 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.

d. An employee shall become entitled to these life insurance coverage benefits 30 calendar days after electing such coverage.

e. 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.

f. 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.

4. Cost of Life Insurance Coverage

Eligible employees who elect life insurance coverage shall pay to the City an amount equal to 21 cents per month for each $1,000 of coverage in excess of $22,000 for the

calendar years 2007, 2008 and 2009. The City shall make all other necessary payments for the life insurance coverage.

5. Conditions and Limitations on Benefits

   a. An employee eligible to elect life insurance coverage must elect the maximum amount to which he is entitled.

   b. Life insurance benefits payable under any State of 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 of Federal benefits.

   c. The terms and conditions for receipt of life insurance benefits 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.

6. 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 25

## *TUITION AND TEXTBOOK 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 1., above, and meets the criteria specified under 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 calendar year for calendar years 2007, 2008 and 2009.
3. In order for the employee's courses of study to qualify for reimbursement under 2., above, the following criteria must be satisfied:
    a. All coursework and related homework must be done on the employee's own time, except that effective the next pay period following the execution date of this Agreement, coursework approved to be on City time by both the Department Head and the Employee Relations Director may be on City time.
    b. All courses of study shall be related to an employee's job or to a reasonable promotional opportunity and be approved by a City-designated administrator. Graduate courses must be directly related to an employee's present position, or to a reasonable promotional opportunity and be approved by a City-designated administrator.
    c. Courses must be taken at accredited institutions or schools currently approved by the Department of Employee Relations.
    d. Any portion of the tuition maximum may be used for courses which are less than three (3) weeks in duration that are approved by management.
    e. An employee must submit an application and all receipts for tuition and required textbooks within eight (8) weeks of the last course date for reimbursement to a City-designated administrator on a form provided by the City. 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:

(l) 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 by 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 receiving Tuition and Textbook reimbursement from the City or the amount reimbursed will be deducted from the employee's final paycheck. The City may deduct from the employee's paycheck amounts paid to or on behalf of an employee if he/she fails to meet all criteria necessary to qualify for the Tuition and Textbook benefit and/or if he/she does not remain in service for a six-month period after receiving such benefit.

5. Payment of reimbursement described under 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 Director of Employee Relations or his/her designee shall administer this program in accordance with practices established for the City's general reimbursement program.

## ARTICLE 26

## *CLOTHING ALLOWANCE*

A. Mechanical Plan Examiners and Landscape and Irrigation Specialists.

Employees shall receive $100 Clothing Allowance in each year of the Agreement.

B. Plumbing Inspectors

1. Eligible employees who are appointed on or after January 1, 1998 into the Department of Neighborhood Services shall receive two jackets with a department logo (one summer and one winter) and three (3) shirts with a department logo during their first calendar year of service and three shirts with a department logo and an annual $50.00 clothing cleaning allowance in each subsequent calendar year. Such employees shall not be eligible for a clothing cleaning allowance in the same calendar year they receive the two jackets. Eligible employees hired prior to or during calendar year 1997 shall receive annually three (3) shirts with a department logo and $50.00 clothing cleaning allowance. Employees who are terminated or discharged shall be required to return all logo clothing items. Eligible employees must either wear the clothing specified above or the dress requirements as specified by the department, except when an inspector appears in court, then the inspector shall wear a business or sport coat and slacks with a dress shirt and tie or blouse as appropriate. All inspectors are required to comply with the dress requirements unless otherwise agreed to.
2. Effective after April 24, 2005, Plumbing Inspectors shall be eligible to receive a replacement jacket with a department logo after at least 5 years have past since their receipt of a prior jacket with a department logo.

## ARTICLE 27

## *SAFETY SHOE ALLOWANCE PROGRAM*

Employees shall receive an $80 Shoe Allowance in each calendar year of this Agreement.

## ARTICLE 28

## *BUS DISCOUNT FARE PROGRAM*

The City's Bus Discount Fare Program for Non-Represented employees shall be extended to employees represented by Plumbers Local 75.

## ARTICLE 29

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

A joint City-Union Early Intervention Program shall be established in accordance with the June 17, 1993 agreement between the City and the Union.

## ARTICLE 30

### *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, which 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 31

### *NON-DISCRIMINATION*

The parties agree that there shall be no discrimination against any bargaining unit member because of race, color, creed, sex, age, nationality, political affiliation, religious affiliation, sexual preference or handicap.

## ARTICLE 32

## *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 not conflict with the specific provisions of this Agreement shall remain in force and effect.

## ARTICLE 33

## ***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 34

## *AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT*

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

## ARTICLE 35

## *SAVINGS CLAUSE*

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

## ARTICLE 36

## ***ENTIRE AGREEMENT***

The foregoing and any written letters or Memoranda of Understanding between the parties submitted to the Common Council at the time this Agreement is submitted constitute the entire agreement between the parties and no verbal statement shall supersede any of its provisions.

Witness the hands and seals of the parties hereto this_____day of _____ 2009.

PLUMBERS LOCAL 75, AFL-CIO

By: _____
Steve Breitlow
Business Manager

_____
Paul Illemann

_____
Hal Jenkins

CITY OF MILWAUKEE

By: _____
Maria Monteagudo
Employee Relations Director

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

**SIGNATURES**

07-09 LC.doc//LABR/Lo-75

# 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 agrees that on of the nine members shall be a member from the Technicians, Engineers and Architects of Milwaukee (TEAM) as determined by TEAM. The City has agreed that no other Union except DC 48 and MPA may have more than one voting member on the Committee. The City has also agreed to allow other union presidents and union staff representatives or business agents to attend and participate in all Committee meetings, but only the nine members of the Committee will be allowed to officially make decisions and/or vote if necessary.

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

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

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

# AGREEMENT

Between

CITY OF MILWAUKEE

and

PLUMBERS' LOCAL 75, AFL-CIO

Effective January 1, 2007 through December 31, 2009

MEMORANDUM OF UNDERSTANDING

Between

PLUMBERS' LOCAL 75, AFL-CIO

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 on January 1, 2007, and expiring December 31, 2009. The negotiating committee for Plumbers' Local 75, AFL-CIO, (their signatures appear below) agree to recommend and support ratification and adoption of this Agreement to their principals.

Upon receiving notice from the negotiating committee of Plumbers' Local 75, AFL-CIO that their membership has properly ratified and adopted this Agreement, the City of Milwaukee Negotiating Team agrees to recommend the items contained in this Agreement to the Common Council of the City of Milwaukee and support their adoption.

Dated this _____day of _____, 2009

| Representatives of Plumbers' Local 75, AFL-CIO | City of Milwaukee Negotiating Team |
|---|---|
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AGREEMENT
Between
CITY OF MILWAUKEE
and
PLUMBERS' LOCAL 75, AFL-CIO

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**PLUMBERS LOCAL 75**

11175 West Parkland Avenue
Milwaukee, Wisconsin 53224-3135
(414) 359-1310 FAX: 359-1323
(888) 248-3392
www.plumbers75.com

December 8, 2009

Ms. Nicole Fleck, MPA
Labor Relations' Officer
City of Milwaukee
200 E. Wells Street, Room 701A
Milwaukee, WI 53202

Dear Ms. Fleck:

The Milwaukee Inspectors Group ratified the City of Milwaukee Proposals to the Plumbers Local 75 AFL-CIO revised November 3, 3009 for the time frame 2007-2009 and 2010-2011. The members of the bargaining unit instructed their negotiating team to sign the Letter of Intent and this was done on December 7, 2009.

If you have questions or need any other information, please contact me.

Sincerely,

Steve Breitlow
Business Manager

'09 DEC 10 AM 8:07

City of Milwaukee

Department of Employee Relations

**Tom Barrett**
Mayor

**Maria Monteagudo**
Director

**Michael Brady**
Employee Benefits Director

**Troy M. Hamblin**
Labor Negotiator

December 10, 2009

Mr. Steve Breitlow, Business Representative
Plumbers' Local #75, AFL-CIO
11175 W. Parkland Avenue
Milwaukee, WI 53224-3135

Re: Pay Step Advancement Letter Dated June 3, 2009

Dear Mr. Breitlow:

Per the settlement agreement for the 2007-2009 Agreement between the City of Milwaukee and Local 75, the City agrees to withdraw the letter dated June 3, 2009 regarding pay step advancement.

Sincerely,

Troy M. Hamblin
Labor Negotiator

cc: File

TMH:lk

WithdrawStepLetter_Lo-75_SB_12 10 2009.doc
LABR/Local 75

MEMORANDUM OF UNDERSTANDING

Between

PLUMBERS' LOCAL 75, AFL-CIO

And

THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

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Dated this 7th day of December, 2009

| Representatives of Plumbers' Local 75, AFL-CIO | City of Milwaukee Negotiating Team |
|---|---|
| Scott J. Carlson | |
| Bruce Jr | Nicole M Fleck |
| Foster Finico | |
| | |
| | |

MEMORANDUM OF UNDERSTANDING

Between

PLUMBERS' LOCAL 75, AFL-CIO

And

THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

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Dated this 7th day of December, 2009

| Representatives of Plumbers' Local 75, AFL-CIO | City of Milwaukee Negotiating Team |
|---|---|
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**NOTICES SENT TO FOR FILE NUMBER: 070020**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Maria Monteagudo | Dept. of Employee Relations | 12/9/09 | | |
| Troy Hamblin | Labor Negotiator | 12/9/09 | | |
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# Legislation Details (With Text)

| | | | |
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| **File #:** | 090591 **Version:** 1 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 9/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | A substitute resolution implementing various provisions of the 2010 budget. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | BUDGET | | |
| **Attachments:** | Fiscal note, Furlough policy and admin guidelines, Letter from Fire and Police Commission, Revised Exhibit A - Furlough Operational Details, Exhibit A - Furlough Operational Details, Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 9/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 9/10/2009 | 0 | FINANCE & PERSONNEL COMMITTEE | REFERRED TO | | |
| 11/3/2009 | 1 | CITY CLERK | DRAFT SUBMITTED | | |
| 11/4/2009 | 1 | FINANCE & PERSONNEL COMMITTEE | RECOMMENDED FOR ADOPTION | Pass | 5:0 |
| 11/6/2009 | 1 | COMMON COUNCIL | REFERRED TO | Pass | 15:0 |
| 11/6/2009 | 1 | COMMON COUNCIL | ADOPTED | Pass | 15:0 |
| 11/6/2009 | 1 | COMMON COUNCIL | RECONSIDERED | Pass | 15:0 |
| 12/9/2009 | 1 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |



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Number
090591
Version
SUBSTITUTE 1
Reference

Sponsor
THE CHAIR
Title
A substitute resolution implementing various provisions of the 2010 budget.
Analysis
This resolution approves operational details relating to a 2010 city furlough program, which is part of the adopted 2010 City Budget.
Body
Whereas, The 2010 adopted City Budget includes salary and wages accounts for all city departments based on an assumption that the City will implement, consistent with the provisions of s. 350-116, Milwaukee Code of Ordinances, mandatory unpaid furlough days applicable to most city employes; and

Whereas, The details of a mandatory furlough program for 2010 are further specified in Exhibit A, summary of operational details, attached to this file; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that a 2010 mandatory unpaid furlough day program, as detailed in Exhibit A attached to this file, is approved.

Requestor

Drafter
LRB09367-2
TWM:lp
11/3/09



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# CITY OF MILWAUKEE FISCAL NOTE

**A) DATE** November 5, 2009 **FILE NUMBER:** 090591

Original Fiscal Note [X] Substitute [ ]

**SUBJECT:** Resolution implementing various provisions of the 2010 budget

**B) SUBMITTED BY (Name/title/dept./ext.):** Dennis Yaccarino/Budget & Policy Mgr.- Sr./DOA-BMD/8552

**C) CHECK ONE:**

- [X] 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:**

- [X] 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:** | Furloughs | | -2,800,000 | | |
| | | | | | |
| | | | | | |
| **SUPPLIES:** | | | | | |
| | | | | | |
| **MATERIALS:** | | | | | |
| | | | | | |
| **NEW EQUIPMENT:** | | | | | |
| | | | | | |
| **EQUIPMENT REPAIR:** | | | | | |
| | | | | | |
| **OTHER:** | | | | | |
| | | | | | |
| | | | | | |
| **TOTALS** | | | -2,800,000 | | |

**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**.

| | | |
|---|---|---|
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |

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

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

**PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE** [ ]

City of Milwaukee

# CITY OF MILWAUKEE

## DEPARTMENT OF EMPLOYEE RELATIONS

## Mandatory Furlough Policy and Administrative Guidelines

**Department of Employee Relations**
**December 7, 2009**

**DEPARTMENT OF EMPLOYEE RELATIONS**

# Mandatory Furlough Policy and Administrative Guidelines

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# CITY OF MILWAUKEE

**DEPARTMENT OF EMPLOYEE RELATIONS**

## Mandatory Furlough Policy and Administrative Guidelines

December 7, 2009

### BACKGROUND AND GENERAL INFORMATION

Local governments throughout the nation, including the City of Milwaukee, are experiencing severe budget shortfalls. The City of Milwaukee's Budget has experienced an ongoing imbalance between the increased annual costs of continuing baseline services and the lack of revenue growth to fund these services.

Mandatory furloughs for city employees and officials (including public officials appointed pursuant to section 62.51 of the state statutes, the Mayor, the members of the Common Council, and other elected officials) have been implemented to address the aforementioned fiscal challenges. This manual is intended to provide guidance to City managers, human resources practitioners and payroll staff in implementing mandatory furloughs. This manual will be revised and updated as necessary. Such changes may include the incorporation of new policy direction, City of Milwaukee Ordinances or state and federal law.

The following assumptions were made in preparing this Policy/Guidance document:

- Applicable provisions of the Milwaukee Code of Ordinances Chapter 350, City Charter, and Rules of the Employee Retirement System Board as amended must be followed.

  *Note: the impact of mandatory furloughs upon represented employees' wages, hours, and conditions of employment is subject to impact bargaining with such employees' unions. To the extent the effects of mandatory furloughs upon benefits or other employment conditions are described in these Guidelines, such descriptions are subject to and may be modified or even nullified through the impact bargaining process. Should that process result in any changes to the content of these Guidelines as they apply to any group or groups of represented employees, prompt notice will be provided to all City Departments.*

- Mandatory furloughs apply to all furlough-eligible positions pursuant to guidelines developed by the Department of Employee Relations and the Department of Administration-Budget and Management Division.

- Employees will not be allowed to substitute paid leave for mandatory furlough time, except as otherwise provided for in MOUs between the City and its labor unions.

- The number and type of positions identified under each "furlough eligibility" category is subject to change based on business need and service delivery considerations in place during a mandatory furlough week.

### DEFINITIONS

Cabinet Departments – departments under the direction of a public official appointed by the Mayor per provisions 62.51 of the Wisconsin State Statutes.

Non-Cabinet Departments – City Clerk's Office, City Attorney, City Treasurer, Comptroller, Municipal Court, Employee's Retirement System.

Protective Service Departments – the Milwaukee Police and Fire Departments.

Creditable Service – membership service for which credit is allowed under the City Charter for retirement purposes. The Pension Board determines how much service in any years is equivalent to one year of creditable service.

FLSA-Exempt Employee – an individual designated by DER as being employed as bona fide executive, administrative, professional or computer employees, as defined by the Fair Labor Standards Act (FLSA). FLSA-exempt employees are paid on a "salary basis". This requires that the exempt employee receive his or her entire salary for any work week in which he or she performs any work.

FLSA-Non-Exempt Employee – an employee who is entitled to be paid for all actual hours that he/she is required or permitted to work, including overtime hours.

Furlough-Eligible – an employee or group of employees who occupy positions that have been identified as furlough-eligible and who are subject to mandatory furlough provisions applicable to his/her respective department and/or applicable MOU's between the City and its labor unions.

Furlough-Eligible/Must Report – an employee or group of employees who occupy positions that have been identified as furlough-eligible and who would normally be furloughed on the designated City mandatory furlough days, but are required to work because of business necessity. Employees who are furlough-eligible/must report will be required to serve the applicable number of mandatory furlough days in increments of 8 hours to be scheduled in a manner to be determined by the department head throughout the fiscal year.

Furlough-Ineligible – a position with assigned duties that must be performed on the scheduled mandatory furlough days. Employees occupying such positions are subject to working on the scheduled mandatory furlough days. Employees working in a mandatory furlough-ineligible position are not required to make up mandatory furlough days. These positions are identified taking into account public safety concerns, areas impacted by a significant staffing shortage, and/or other service delivery considerations.

## I. APPLICABILITY

All city officials and most employees will be subject to mandatory furloughs as specified under 350-100 and 350-116 of the Milwaukee Code of Ordinances. The Department of Employee Relations and the Budget and Management Division are responsible for developing furlough operational details and policy guidelines necessary to administer the implementation of mandatory furloughs.

The implementation of 2010 mandatory furloughs across City departments is delineated below:

1.1 CABINET DEPARTMENTS: will comply with the mandatory furloughs scheduled for April 5th, May 28th, July 2nd, and September 3rd for most employees. However, some employees staffing key functions will be required to work during the aforementioned days but will be scheduled for four mandatory furlough days as determined by the department head throughout the fiscal year.

1.2 NON-CABINET DEPARTMENTS: retain the flexibility of determining when employees will be furloughed. This includes implementing a different mandatory furlough schedule for the entire department or staggering delayed mandatory furlough days for furlough-eligible employees. The

mandatory furloughs must, however, be implemented in 8-hour increments before the end of the fiscal year.

1.3 PROTECTIVE SERVICE DEPARTMENTS: Furloughs within the Fire and Police Departments are to be scheduled in a manner designed to minimize the disruption to department operations. A furlough implementation plan must be submitted to the Fire and Police Commission.

MPD: *Civilian employees will serve 4 days of mandatory furlough before the end of the fiscal year. All sworn personnel will be scheduled for 2 days of mandatory furlough before the end of the fiscal year. Furloughs at the Milwaukee Police Department are to be scheduled in a manner to be determined by the Chief.*

MFD: *Civilian personnel, sworn management personnel and members of the Chief Officers Association will serve 4 days of mandatory furlough before the end of the fiscal year. These days are to be scheduled in a manner to be determined by the Chief.*

## II. PAY AND SALARY CONSIDERATIONS

2.1 Overtime and Compensatory Time
The terms and conditions describing overtime and compensatory time contained in collective bargaining agreements or the Milwaukee Code of Ordinances will continue to apply. Mandatory furloughs will not count as hours worked toward the overtime threshold. For daily overtime, collective bargaining agreements will prevail.

2.2 Working Additional Hours to Offset Loss of Pay
Overtime is not permitted for the purpose of making up mandatory furlough time. Making up mandatory furlough days does not achieve the savings expected with the implementation of this initiative.

2.3 Salary Anniversary Date/Salary Advancement Date
Will not be changed or adjusted as a result of the mandatory furlough. In determining the completion of each year of service, mandatory furlough time shall be regarded as being regularly at work and shall not count against salary advancement. Absences from work due to mandatory furloughs will not defer salary advancement under Part II, Section 2 of the Salary Ordinance.

## III. BENEFIT CONSIDERATIONS

3.1 Benefits Service Date
An employee's benefits service date shall not be changed due to mandatory furlough days.

3.2 Health and Dental Insurance
Health and dental insurance benefits will be unaffected by the mandatory furloughs.

3.3 Health and Dental Insurance Premiums
If an employee's check for a pay period which contains a mandatory furlough day is not sufficient to cover a particular deduction *in its entirety*, the deduction will not be taken from that check, but will be deducted from the following paycheck. If a LBE employee's net check for either mandatory furlough period is not large enough to cover the entire deduction and no deduction is taken that payroll period, the deduction will be taken from their next payroll check.

3.4 Holiday Pay

Employees on mandatory furlough shall be regarded as being regularly at work for purposes of Holiday Pay eligibility.

3.5 Life Insurance

Because the life insurance benefit amount is determined by base salary rates, and not actual wages paid, mandatory furloughs will not change the amount of the benefit. For determining group life insurance eligibility, mandatory furlough time shall be considered as time of active service on the payroll.

3.6 Long-Term Disability

Long-term disability benefits are based on the earnings in effect on an employee's last full day of work and are defined as the employee's average monthly rate of earnings during the preceding 12 calendar months or during the employee's period of employment of less than 12 calendar months. Mandatory furloughs will have no effect on the amount of a long-term disability benefit.

3.7 Retirement Benefits

Mandatory furlough time does not reduce a member's service credit or the member's final average salary.

3.8 Recall/Call-in Pay

Recall/Call-in Pay will be administered in accordance with applicable labor agreements.

3.9 Recall Allowance (Fire Department)

An employee who separates from active service during a calendar year on account of voluntary resignation or normal service retirement shall receive recall pay prorated on the basis of active service during such calendar year, computed to the nearest month. In calculating the recall allowance, mandatory furlough time shall be considered as time of active service.

3.10 Sick Leave Accrual

An employee's eligibility to accrue sick leave will not be affected by the implementation of the mandatory furloughs.

3.11 Sick Leave Incentive

An employee's eligibility for a sick leave incentive control day or pay will not be affected by the implementation of mandatory furloughs.

3.12 Sick Leave Pay

Employees may not substitute paid sick leave for mandatory furlough days. Mandatory furlough days are not paid regardless of whether the benefits-eligible employee was on sick leave the day before, the day after, or on both sides of the mandatory furlough day. However, sick leave that is being used for absences related to a Worker's Compensation injury where the employee is still in a healing period will be provided by the City as paid leave for mandatory furlough days, but the employee will be required to observe alternate mandatory furlough day(s) upon return to service.

3.13 Travel and Training

Employees directed to attend a training or other educational meeting or program on a mandatory furlough day will be permitted to attend and will be paid for the hours attended. The balance of the furlough hours due will be scheduled in a manner determined by the department head.

3.14 Tuition Benefit

All courses for which tuition benefit has been approved during a mandatory furlough day must be attended on the employee's own time.

3.15 Unemployment Insurance

Eligibility for unemployment insurance benefits is determined by the state's Unemployment Compensation Division. In general, under the State of Wisconsin Unemployment Compensation Act (Wisconsin State Statute §§108.05(3)), partial unemployment benefits are sometimes payable to employees during periods of time when their hours are reduced. The partial unemployment compensation benefit associated with an eight-hour furlough is zero for employees whose annualized base period wages fall somewhere between $35,000 and $40,000, and remains zero for all employees making more than that amount.

3.16 Uniform and Clothing Allowance

Time spent on mandatory furloughs will not count against an employee's eligibility for uniform and clothing allowance.

3.17 Vacation

In calculating vacation eligibility and accrual, mandatory furlough time shall be considered as time of active service. Vacation days may not be substituted for furlough days except as otherwise provided for in MOU's between the City and its labor unions.

3.18 Variable Shift Assignment Pay (Police Department)

In determining whether an employee is covered by this section for any given month the time of mandatory furlough shall be considered as time of active service.

3.19 Worker's Compensation/Injury Pay/Sick Leave in lieu of Injury Pay

Under Wisconsin's Worker's Compensation Law, the City must pay temporary disability benefits for the period of time during which an employee is within the healing period for a work-related injury and sustains an actual wage loss. By ordinance, the City pays injury pay "in lieu of" temporary disability benefits payable under Worker's Compensation. The City is required to pay temporary disability benefits or injury pay benefits for specified mandatory furlough days if the employee is entitled to temporary disability benefits under the Worker's Compensation Act. Also, in situations where the employee has exhausted injury pay benefits, the employee will be allowed to use paid sick leave for specified mandatory furlough days that occur during the employee's healing period. These employees will be required to observe alternate mandatory furlough day(s) when they return to service.

## IV. HOURS OF WORK /ALTERNATIVE WORK SCHEDULE CONSIDERATIONS

4.1 Alternative Work Schedules (AWS)

Individuals working an alternative workweek whose schedule calls for reduced hours on a normally scheduled, mandatory furlough day, have the same mandatory furlough requirements as all other employees. Non-represented employees may revert back to a regular 5–day, 8 hrs/day work week for the week involving a mandatory furlough. Represented employees will comply with mandatory furlough requirements in accordance with provisions of labor contracts or applicable MOU's. Employees working an alternative work schedule who have a normal day off on a scheduled furlough day must observe an alternative mandatory furlough day.

4.2 Part-time Employment

Part –time employees will observe the mandatory furlough time on a prorated basis according to their Full Time Equivalent (FTE) status.

Part-time employees scheduled to work 8 hours on a mandatory furlough day: The employee will be furloughed the number of hours equivalent to their FTE status. The balance of hours that would have been scheduled on that day can be made up at a later time to be scheduled at the department's discretion before the end of the fiscal year.

Part-time employees NOT scheduled to work on a mandatory furlough day: The employee will observe a furlough day on an alternate date. The number of hours furloughed will be the equivalent to their full time FTE hours. This mandatory furlough date will be scheduled at the department's discretion before the end of the fiscal year.

4.3 Flexible Schedule-Employees in the Management Pay Plan

Employees excluded from the provision of s. 350-5 of the Milwaukee Code of Ordinances (Exclusion from Overtime) in salary grades 004 and above may, upon department head approval, work on a flexible schedule, so that the daily work schedule may be adjusted from time to time as necessary and appropriate to fulfill assigned duties and responsibilities. Such adjustments may include starting and quitting times that are earlier or later than established in the normal work schedule of the department, and may include more or less than eight hours in any particular day and more or less than forty hours in any particular week unless subject to the conditions of a mandatory furlough. Employees in positions regularly excluded from overtime may be temporarily limited to working 8 hours per day during the week of a mandatory furlough unless specifically authorized by the Department Head.

## V. ADMINISTRATION OF LEAVE BENEFITS

General Rule: Employees may not use paid leave during mandatory furlough periods, except as allowed under applicable MOUs between the City and labor unions.

5.1 FMLA

Mandatory furlough days do not require an employee to take leave under the FMLA because there is no work-duty from which leave is needed. Mandatory furlough days do not impact an employee's benefits or job assignment, therefore, employees on FMLA, with paid substitution, will observe the mandatory furlough days during their FMLA leave. However, employees may be able to extend their FMLA leave by the number of mandatory furlough days they are required to take during their FMLA leave.

Whether an employee's FMLA leave would be extended is dependent on the individual employee's specific circumstances. Therefore, it is recommended that should this situation occur; please contact the City Attorney's Office with questions.

Mandatory furlough days are considered to be regular days off and should not be counted when calculating leave eligibility. For example, when calculating whether the employee worked 1,250 hours in the previous 12 months under FMLA, mandatory furlough days are not counted as earned hours or days worked. In contrast, when calculating whether the employee has been employed by the City for at least 12 months, a week in which a mandatory furlough occurs would be counted as one week of service.

5.2 Funeral leave

Employees eligible for funeral leave during a mandatory furlough day will follow the provisions as set forth in Chapter 350, Subsection 4, "Leaves of Absence" of the City of Milwaukee Code of Ordinances. Employees taking Funeral Leave that falls on a mandatory furlough day will be required to take the mandatory furlough day at a later date to be scheduled in a manner determined by the department head in increments of 8 hours.

5.3 Jury Duty/Court Subpoena

If an employee is called to Jury Duty on a mandatory furlough day, the employee will not be paid by the City of Milwaukee for that day. Since the mandatory furlough day is considered an unpaid day, the employee will be allowed to accept the jury duty pay provided by the court during any designated mandatory furlough day. In addition, employees who are under a subpoena to appear in court during a mandatory furlough day will be allowed to keep compensation received for appearing, but will not receive City pay for that day.

5.4 Military Leave of Absence

Leaves of Absence for Military Training and Civil Disturbances (Short Term Military Leave) – Employees who are on a short term military leave for training or civil disturbance during a mandatory furlough day or period will receive compensation in accordance with Chapter 350-36 and applicable labor contracts. The employee will be required to take a delayed, mandatory furlough day upon return from short term military leave to be approved in a manner determined by the department head.

Military Leave of Absence (Long Term Military Leave) – Employees who are on a long term military leave during a mandatory furlough day or period will not be required to take a delayed, mandatory furlough day upon return from military leave.

5.5 Military Funerals

Employees who are eligible to take a leave of absence to attend military funerals will be compensated in accordance with Chapter 350-36 and applicable labor contracts if they take a leave of absence on a mandatory furlough day to attend a military funeral. Such employees will be required to take a delayed, mandatory furlough day to be approved in a manner determined by the department head.

5.6 Military Induction Examinations

Employees who are required to take military induction examinations during a mandatory furlough day will be paid in accordance with Chapter 350-36 and applicable labor contracts. Such employees will be required to take a delayed, mandatory furlough day to be approved in a manner determined by the department head.

5.7 Leave accrual dates

A mandatory furlough does not impact leave accrual dates.

5.8 Return from authorized Layoff or Leave

The intent to not reduce the pay rate or range of any officer or employee or of any officer or employee returning to City service from a duly authorized layoff or leave of absence is subject to the terms of a mandatory furlough.

5.9 Unpaid Leave of Absence

If an employee is already in an unpaid leave status at the time they are designated for mandatory furlough, they will not have to take an alternative mandatory furlough date unless the furlough action is extended beyond their return date.

## VI. RECORDKEEPING AND PAYROLL CONSIDERATIONS

6.1 FLSA Requirements

Accurate time records must be kept for FLSA non-exempt employees during any week in which such employees receive a mandatory furlough day. During any week in which an employee who would otherwise be exempt from the overtime provisions of the FLSA receives a mandatory furlough day, the employee is deemed under FLSA regulations to lose his or her exempt status and would, therefore, be entitled to overtime if he or she works more than 40 hours in the week. Under the FLSA, an accurate record must be kept for all hours worked in a work week by all FLSA non-exempt employees. Accordingly, such records must be kept for otherwise exempt employees during any work week in which they receive a mandatory furlough day. The records to be kept for such employees, and all other non-exempt employees as well, during weeks in which they receive a mandatory furlough day are described below.

Records-keeping for all employees during work weeks in which they receive a mandatory furlough day. Record-keeping requirements for employees during work weeks in which a mandatory furlough day is taken differ slightly from the requirements during non-furlough weeks. During a work week in which a mandatory furlough is taken, mandatory furlough hours must be recorded on the time-entry system under the pay code FRL. In addition, during any week in which an employee receives a mandatory furlough day, the employee must also record all time (paid and unpaid) for the week on a paper time reporting form, which will be made available to payroll clerks and on the MINT.

6.2 Record Retention Requirements

All time records for otherwise exempt employees during mandatory furlough weeks should be retained by payroll personnel for at least three years.

## VII. GENERAL CONSIDERATIONS

7.1 Administrative hearings- employees scheduled to attend administrative hearings will be compensated for their time but will be subject to a delayed mandatory furlough to be scheduled in a manner determined by the department head.

7.2 Disciplinary Suspensions

Employees may not count unpaid suspensions imposed for disciplinary reasons as a mandatory furlough day.

7.3 Emergency Procedures

In those cases where an emergency call out occurs on a mandatory furlough day or during a mandatory furlough week, employees may be called back to work. Such employees are compensated in accordance with standard compensation procedures and applicable collective bargaining agreements.

7.4 Employees On Call or On Standby Who are Called Back to Work – Represented

Employees who are represented by a union, and who are on call or stand-by will be compensated in accordance with applicable labor agreements if they are called back to work on the day of a mandatory furlough.

7.5 Non-Scheduled Call Back

Employees in a Furlough-eligible position may be called back to work on a designated mandatory furlough day even though they were not on call or on standby and did not necessarily expect to be called back to work.

Represented employees – If, due to an emergency, a represented employee in a furlough-eligible or furlough eligible/direct report position is called back to work on a designated mandatory furlough day, the terms and conditions of the applicable collective bargaining agreements will be followed with respect to pay. The employee will not be subject to delayed, mandatory furlough time.

Non-represented employees– If, due to an emergency, a non-represented employee in a furlough-eligible or furlough eligible/must report position is called back to work on a designated mandatory furlough day, the employee will be paid for actual hours worked and will not be subject to delayed, mandatory furlough time.

7.6 Probationary period
With the implementation of mandatory furloughs, probationary periods will not change.

7.7 Seniority Date
Mandatory furloughs do not constitute a break in service; therefore, there will be no adjustment to an employee's seniority date.

7.8 Volunteer work – furlough-eligible employees may not volunteer to do what the City otherwise pays them to do on a scheduled mandatory furlough day.

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City of Milwaukee

**Fire and Police Commission**

**Michael G. Tobin**
Executive Director

**Richard C. Cox**
Chair
**Carolina M. Stark**
Vice-Chair
**Ernesto A. Baca**
**Kathryn A. Hein**
**Paoi X. Lor**
**Sarah W. Morgan**
Commissioners

October 15, 2009

Alderman Willie L. Hines, Jr.
Common Council President
City Hall, Room 205
200 E. Wells Street
Milwaukee, WI 53202

Re: Milwaukee Police Department and Milwaukee Fire Department 2010 Compensation and Furloughs

Dear President Hines:

On October 15, 2009, the Fire and Police Commission (FPC) considered the request of Budget and Management Director Mark Nicolini pursuant to his correspondence of October 14, 2009.

The FPC has reviewed the 2009 and proposed 2010 budgets of the Milwaukee Police Department and Milwaukee Fire Department. The FPC publicly noticed the review specifically with reference to consideration of department furloughs. Testimony was received from Mr. Nicolini and any other interested persons.

Upon conclusion of its review, the Board of Fire and Police Commissioners unanimously approved a resolution to recommend to the Milwaukee Common Council a decrease in the salary and compensation of members of the Police and Fire Departments in 2010, up to and including a decrease that is associated with four unpaid furlough days for each affected member, subject to and in accordance with sec. 62.50(10) Wis.Stats.

Sincerely,

Richard C. Cox
Chairman

Michael G. Tobin
Executive Director

Att. 10/14/09 Letter from M. Nicolini

cc: Ald. Michael Murphy
Mark Nicolini
Grant Langley, City Attorney

**Common Council File # 090591 - EXHIBIT A**

# 2010 City of Milwaukee Furloughs - Summary of Operational Details

**Department of Employee Relations**

**December 8, 2009**

Section 350-116 of the Milwaukee Code of Ordinances authorizes the implementation of mandatory furloughs for city officials and most city employees. This document summarizes the 2010 City of Milwaukee Operational Details to implement mandatory furloughs on:

- Monday, April 5th , 2010
- Friday, May 28th , 2010
- Friday, July 2nd , 2010
- Friday, September 3rd, 2010

In general, mandatory furloughs will apply to all city officials and most employees independent of funding source. The implementation plan for mandatory furloughs across City departments is summarized below:

CABINET DEPARTMENTS: are required to comply with the mandatory furlough schedule as presented above. Departments may, however, identify employees staffing key functions who will be required to work during the aforementioned days but will be scheduled for four mandatory furlough days as determined by the appointing authority before the end of the 2010 fiscal year.

NON-CABINET DEPARTMENTS: are required to comply with mandatory furloughs but retain the flexibility of determining when employees will be furloughed based on operational needs. This includes implementing a different mandatory furlough schedule for the entire department or staggering furlough days for furlough-eligible employees. The four mandatory furloughs days must be scheduled before the end of the 2010 fiscal year.

> Note: *The Municipal Court will furlough its employees on Tuesday June 1st instead of Friday May 28th and on Tuesday, September 7th instead of Friday September 3rd. All other furlough days for the Court will be consistent with the above schedule. The City Attorney's Office and the Comptroller's Office will furlough employees consistent with the above schedule but may identify "furlough-eligible-must-report" personnel based on operational needs.*

PROTECTIVE SERVICE DEPARTMENTS: Furloughs within the Fire and Police Departments are to be scheduled in a manner designed to minimize the disruption to department operations and public safety. A furlough implementation plan must be submitted to the Fire and Police Commission.

> MPD: *Civilian personnel will serve 4 days of mandatory furlough before the end of the fiscal year. All sworn personnel will be scheduled for 2 days of mandatory furlough before the end of the fiscal year. Furloughs at the Milwaukee Police Department are to be scheduled in a manner to be determined by the Chief.*
>
> MFD: *Civilian personnel, sworn management personnel and members of the Chief Officers Association will serve 4 days of mandatory furlough before the end of the fiscal year. These days are to be scheduled in a manner to be determined by the Chief. Local 215 members are furlough ineligible.*

## FURLOUGH-ELIGIBILITY CLASSIFICATIONS

The number and type of positions identified under each "furlough eligibility" category is subject to change based on business needs and service delivery considerations in place during a mandatory furlough week. In addition to positions identified as furlough-eligible/must-report, City departments will ensure "on-call" personnel is available to respond to emergencies during the scheduled mandatory furlough days.

**Furlough-Eligible –(FE)** employees who occupy positions which have been identified as furlough eligible, and who are subject to furlough provisions applicable to their respective department. All City of Milwaukee employees who are identified as furlough-eligible will be subject to mandatory furlough days in 2010 to be served as described above or scheduled, in a manner to be determined by the department head, in 8- hour increments before the end of the fiscal year.

**Furlough-Eligible/Must Report-(FEMR)** employees who occupy positions that have been identified as furlough-eligible and who would normally be furloughed on the designated City mandatory furlough days, but who are required to work because of business necessity. Employees who are FEMR will be required to serve four days of mandatory furlough time, in increments of 8 hours, to be scheduled in a manner to be determined by the department head, before the end of the fiscal year.

The following is a list if FEMR positions as identified by operating departments in preparation for mandatory furloughs in 2010.

### DPW ADMINISTRATION

- *Three Call Center Communications Assistants on 04/05/10 and two on 05/28/10, 07/02/10, and 09/03/10. Other Unified Call Center positions as determined by the Commissioner.*
- *Tow Lot: 1 Tow Lot Manager, 1 Tow Lot Assistant Manager,1 Vehicle Salvage Supervisor, and 1 Tow Lot Supervisor*
- *City Hall Operators (number to be determined by DPW-Admin)*
- *1 Parking Meter Technician*
- *Night /Day parking enforcement.*

### DPW OPERATIONS

- *2 Urban Forestry Technicians, 1 Nursery Laborer, 1 Urban Forestry Crew Leader*
- *Fleet Maintenance Staff of 13 workers: 2 Dispatchers, 4 Field Service Mechanics, 6 second shift Vehicle Services Technicians, and 1 broom to sweep Summerfest and downtown areas.*

### DPW INFRASTRUCTURE SERVICES

- *Electrical Service response (1st, 2nd and 3rd shift response for lighting services and Digger Hotline field locating services): 1 Electrical Services Manager, 10 Electrical Mechanics, 8 Electrical Workers, 2 Utility Workers, 4 Laborers-Electrical Service*
- *Transportation/Central Drafting (Diggers Hotline response): 1 Engineering Drafting Technician IV, 1 Engineering Drafting Technician II.*
- *Construction Management (inspection of active, on-going construction projects by Public Works Inspectors): 35 Public Works Inspectors, 1 Civil Engineer V, 2 Management Civil Engineer Senior*
- *Bridge Openings: 14 Bridge Operators and 3 Bridge Operator Lead workers*
- *Sewer Maintenance: 1 crew of a Sewer Investigator and Sewer Investigator Helper for day shift and 1 crew for second shift. The second shift crew will be on-call for the third shift.*

DPW WATER WORKS

*Minimum staffing for Water Works treatment plant operations and minimum staffing for Water Works distribution system control including:*

- *2 Water Chemists x 3 shifts*
- *4 Senior Water Treatment Plant Operators x 3 shifts*
- *2 Water Treatment Plant Operators x 3 shifts*
- *1 Water Systems Operator x 3 shifts*
- *1 Communications Assistant V x 3 shifts*
- *1 Water Distribution Utility Investigator x 3 shifts*
- *1 Water Distribution Laborer x 3 shifts*

ELECTION COMMISSION

- *April 5, 2010 - All employees (to ensure staff is prepared for April 6th election).*

HEALTH DEPARTMENT

- *1 Environmental Health Specialist to work at Summerfest (070210)*
- *1 Virologist to work in the laboratory.*
- *1 Public Health Nurse (2 hours to administer medication to TB clients)*
- *1 Custodial Worker at Northwest Health Center to staff building when federal employees are working.*

MILWAUKEE PUBLIC LIBRARY

- *2 Custodial Workers to staff facilities when MCFLS employees are working.*

DEPARTMENT OF NEIGHBORHOOD SERVICES

- *July 2, 2010 – 10-12 inspectors handling for pre-shoot fireworks inspections, electrical and plumbing for festival and structural and electrical hazards emergency calls.*
- *April 5th, May 28th, September 3rd - 3 to 4 trades inspectors (plumbing, electrical, construction)*

PORT

*If ship is scheduled to arrive during a furlough week, the following individuals will be scheduled to work: 1 Operations Manager, 1 Facilities Supervisor, 3 Port Maintenance Technicians, 2 Harbor Crane Operators, 1 Port Mechanic.*

**Furlough-Ineligible – (FI)** a position with assigned duties which must be performed on the scheduled mandatory furlough days. Employees occupying such positions are subject to working on the scheduled furlough days and will not be required to serve mandatory furlough time. Members of Local 215 Milwaukee Professional Firefighter Association are furlough ineligible.

DPW Tow Lot represented employees are also classified as furlough-ineligible. The Tow Lot is already scheduled to be closed on April 2nd, July 5th and September 6th in accordance with City holidays. Tow Lot services involving payment of citations and retrieval of vehicles would be greatly impacted, even with staggered mandatory furloughs of represented employees.

*Tow Lot Assistant IV (2)*
*Tow Lot Crew Leader*
*Tow Lot Assistant III (7)*
*Tow Lot Attendant (11 regular, 2 auxiliary)*

**EXHIBIT A**

# 2010 City of Milwaukee Furloughs - Summary of Operational Details

## Department of Employee Relations

Section 350-116 of the Milwaukee Code of Ordinances authorizes the implementation of mandatory furloughs for city officials and most city employees. This document summarizes the 2010 City of Milwaukee Operational Details to implement mandatory furloughs on:

- Monday, April 5th , 2010
- Friday, May 28th , 2010
- Friday, July 2nd , 2010
- Friday, September 3rd, 2010

In general, mandatory furloughs will apply to all city officials and most employees independent of funding source. The implementation plan for mandatory furloughs across City departments is summarized below:

CABINET DEPARTMENTS: will be required to comply with the mandatory furlough schedule as presented above. Departments will, however, identify employees staffing key functions who will be required to work during the aforementioned days but will be scheduled for four mandatory furlough days as determined by the appointing authority before the end of the 2010 fiscal year.

NON-CABINET DEPARTMENTS: will be required to comply with mandatory furloughs but retain the flexibility of determining when employees will be furloughed based on operational needs. This includes implementing a different mandatory furlough schedule for the entire department or staggering delayed furlough days for furlough-eligible employees. The four mandatory furloughs days must be scheduled before the end of the fiscal year.

> Note: *The Municipal Court will furlough its employees on Tuesday, September 7th instead of Friday September 3rd. All other furlough days for the Court will be consistent with the above schedule. The City Attorney's Office and the Comptroller's Office will furlough employees consistent with the above schedule but may identify furlough-eligible must report positions based on operational needs.*

PROTECTIVE SERVICE DEPARTMENTS: Furloughs within the Fire and Police Departments are to be scheduled in a manner designed to minimize the disruption to department operations. An implementation plan is to be approved by the Fire and Police Commission.

> MPD: *Civilian and sworn management personnel will serve 4 days of mandatory furlough before the end of the fiscal year. All other sworn personnel must be scheduled for 2 days of mandatory furlough before the end of the fiscal year. Furloughs at the Milwaukee Police Department are to be scheduled in a manner to be determined by the Chief.*

> MFD: *Civilian personnel, sworn management personnel and members of the Chief Officers Association will serve 4 days of mandatory furlough before the end of the fiscal year. These days are to be scheduled in a manner to be determined by the Chief.*

## FURLOUGH-ELIGIBILITY CLASSIFICATIONS

**Furlough-Eligible –(FE)** employees who occupy positions which have been identified as furlough eligible, and who are subject to furlough provisions applicable to their respective department. All City of Milwaukee employees who are identified as furlough- eligible will be subject to mandatory furlough days in 2010 to be served as described above or scheduled, in a manner to be determined by the department head, in 8- hour increments before the end of the fiscal year.

**Furlough-Eligible/Must Report-(FEMR)** employees who occupy positions that have been identified as furlough-eligible and who would normally be furloughed on the designated City mandatory furlough days, but who are required to work because of business necessity. Employees who are FEMR will be required to serve four days of delayed mandatory furlough time, in increments of 8 hours, to be scheduled in a manner to be determined by the department head, before the end of the fiscal year.

**Furlough-Ineligible – (FI)** a position with assigned duties which must be performed on the scheduled mandatory furlough days. Employees occupying such positions are subject to working on the scheduled furlough days and will not be required to serve any delayed mandatory furlough time.

NOTE*: The number and type of positions identified under each "furlough eligibility" category is subject to* change *based on business needs and service delivery considerations in place during a mandatory furlough week.*

## FURLOUGH-ELIGIBLE/MUST REPORT (FEMR)

**DEPARTMENT OF PUBLIC WORKS**:

ADMINISTRATION

- 3 Call Center Communications Assistants on 04/05/10 and 2 on 05/28/10, 07/02/10, and 09/03/10.
- Tow Lot: 1 Tow Lot Manager, 1 Tow Lot Assistant Manager,1 Vehicle Salvage Supervisor, and 1 Tow Lot Supervisor
- City Hall Operators (number to be determined by DPW-Admin)
- 1 Parking Meter Technician
- Night /Day parking enforcement.

OPERATIONS

- 2 Urban Forestry Technicians, 1 Nursery Laborer, 1 Urban Forestry Crew Leader
- Garbage collection force of 209 workers: 72 cart collection routes (144 workers), 3 rear load routes (6 workers), 4 front load routes (4 workers), 34 designated recycling routes (34 workers), 3 support yard staff. Supervisory staff: 15 Sanitation Supervisor and 3 District Managers.
- Fleet Maintenance Staff of 13 workers: 2 Dispatchers, 4 Field Service Mechanics, 6 second shift Vehicle Services Technicians, and 1 broom to sweep Summerfest and downtown area.

INFRASTRUCTURE SERVICES

- Electrical Service response (1st, 2nd and 3rd shift response for lighting services and Digger Hotline field locating services): 1 Electrical Services Manager, 10 Electrical Mechanics, 8 Electrical Workers, 2 Utility Workers, 4 Laborers-Electrical Service

- Transportation/Central Drafting (Diggers Hotline response): 1 Engineering Drafting Technician IV, 1 Engineering Drafting Technician II.

- Construction Management (inspection of active, on-going construction projects by Public Works Inspectors): 35 Public Works Inspectors, 1 Civil Engineer V, 2 Management Civil Engineer Senior

- Bridge Openings: 14 Bridge Operators and 3 Bridge Operator Lead workers

- Sewer Maintenance: 1 crew of a Sewer Investigator and Sewer Investigator Helper for day shift and 1 crew for second shift. The second shift crew will be on-call for the third shift.

WATER WORKS:
Minimum staffing for Water Works treatment plant operations and minimum staffing for Water Works distribution system control including:

- 2 Water Chemists x 3 shifts
- 4 Senior Water Treatment Plant Operators x 3 shifts
- 2 Water Treatment Plant Operators x 3 shifts
- 1 Water Systems Operator x 3 shifts
- 1 Communications Assistant V x 3 shifts
- 1 Water Distribution Utility Investigator x 3 shifts
- 1 Water Distribution Laborer x 3 shifts

*Note: Additional represented employees will be "on call" to respond to water main breaks.*

**ELECTION COMMISSION:**

- April 5, 2010 - All employees (to ensure staff is prepared for April 6th election).

**HEALTH DEPARTMENT**:

- 1 Environmental Health Specialist to work at Summerfest (070210)
- 1 Virologist to work in the laboratory.
- 1 Public Health Nurse (2 hours to administer medication to TB clients)
- 1 Custodial Worker at Northwest Health Center to staff building when federal employees are working.

**MILWAUKEE PUBLIC LIBRARY**:

- 2 Custodial Workers to staff facilities when MCFLS employees will be working.

**DEPARTMENT OF NEIGHBORHOOD SERVICES**:

- July 2, 2010 – 10-12 inspectors handling for pre-shoot fireworks inspections, electrical and plumbing for festival and structural and electrical hazards emergency calls.

- April 5th, May 28th, September 3rd - 3 to 4 trades inspectors (plumbing, electrical, construction)

**PORT:**
If ship is scheduled to arrive during a furlough week, the following individuals will be scheduled to work: 1 Operations Manager, 1 Facilities Supervisor, 3 Port Maintenance Technicians, 2 Harbor Crane Operators, 1 Port Mechanic.

NOTE: *In addition to positions which have been identified as FEMR, City departments will ensure appropriate "on-call" personnel will be available to respond to emergencies during the shut- down.*

## FURLOUGH –INELIGIBLE

**DEPARTMENT OF PUBLIC WORKS**:

Tow Lot represented employees. The Tow Lot is already scheduled to be closed on July 5th and September 6th in accordance with City holidays. Tow Lot services involving payment of citations and retrieval of vehicles would be greatly impacted, even with staggered mandatory furloughs of represented employees.

Tow Lot Assistant IV (2)
Tow Lot Crew Leader
Tow Lot Assistant III (7)
Tow Lot Attendant (11 regular, 2 auxiliary)

**NOTICES SENT TO FOR FILE NUMBER: 090591**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Maria Monteagudo | Dept. of Employee Relations | 12/9/09 | | |
| Michael Tobin | Executive Director, Fire & Police Commission | 12/9/09 | | |
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# City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

## Master With Text

### File Number: 091067

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 091067 | **Type:** | Ordinance | **Status:** | In Committee |
| **Version:** | 1 | **Reference:** | | **Controlling Body:** | FINANCE & PERSONNEL COMMITTEE |
| **Requester:** | COMMON COUNCIL | **Cost:** | | **File Created:** | 12/01/2009 |
| **File Name:** | | | | **Final Action:** | |

**Title:** A substitute ordinance relating to employe benefits for certain city employes.

**Notes:**

| | | | |
|---|---|---|---|
| **Code Sections:** | | **Agenda Date:** | |
| **Indexes:** | RETIREMENT BENEFITS | **Agenda Number:** | |
| **Sponsors:** | THE CHAIR | **Enactment Date:** | |
| **Attachments:** | Hearing Notice List | **Enactment Number:** | |
| **Drafter:** | bjz | **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 | 12/01/2009 | ASSIGNED TO | FINANCE & PERSONNEL COMMITTEE | | | |
| | **Action Text:** | This Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE | | | | | |
| 0 | FINANCE & PERSONNEL COMMITTEE | 12/09/2009 | HEARING NOTICES SENT | | 12/16/2009 | | |
| 1 | CITY CLERK | 12/14/2009 | DRAFT SUBMITTED | | | | |
| | **Action Text:** | This Ordinance was DRAFT SUBMITTED | | | | | |
| 0 | FINANCE & PERSONNEL COMMITTEE | 12/16/2009 | | | | | |

### Text of Legislative File 091067

..Number
091067
..Version
SUBSTITUTE 1
..Reference

090769
..Sponsor
THE CHAIR
..Title
A substitute ordinance relating to employe benefits for certain city employes.
.. Sections
350-204 am
.. Analysis
This ordinance requires those management employes who are capable of maintaining a financial relationship with a banking institution to participate in the direct deposit of city pay checks.
.. Body
The Mayor and Common Council of the City of Milwaukee do ordain as follows:

Part 1. Section 350-204 of the code is amended to read:
350-204. Direct Deposit for [[Nonmanagement/Nonrepresented]] >>Certain City<< Employes. Those >>management and<< nonmanagement/nonrepresented employes who are capable of maintaining a financial relationship with a banking institution shall participate in the direct deposit of city pay checks.

Part 2. This ordinance takes effect February 21, 2010.

Legislative Reference Bureau
Date: _____
..Attorney
IT IS OUR OPINION THAT THE ORDINANCE
IS LEGAL AND ENFORCEABLE

_____
Office of the City Attorney
Date: _____

..Requestor
Employe Relations
..Drafter
LRB09465-2
BJZ:sd
12/14/2009

DER-VERS (9/97)
CC-170(REV.6/86)

# CITY OF MILWAUKEE FISCAL NOTE

**A) Date:** December 15, 2009 **File Number:** 091067

Orig Fiscal Note ☒ Substitute ☐

**Subject:** Ordinance relating to Direct Deposit of Checks 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)
- ☐ Capital Projects Fund (CPF)
- ☐ Perm. Improvement Funds (PIF)
- ☐ Other (Specify)
- ☐ Contingent Fund (CF)
- ☐ Special Purpose Accounts (SPA)
- ☐ Grant & Aid Accounts (G & AA)

| E) Purpose | Specify Type/Use | Account | Expenditure | Revenue | Savings |
|---|---|---|---|---|---|
| Salaries/Wages: | | | | | |
| Pensions: | | | | | |
| Health Ins: | | | | | |
| Life Ins: | | | | | |
| Equip Repair: | | | | | |
| Other: Auto | | | | | |
| | | | | | |
| **Totals** | | | -0- | | -0- |

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

| | | |
|---|---|---|
| ☐ 1-3 Years | ☐ 3-5 Years | |
| ☐ 1-3 Years | ☐ 3-5 Years | |
| ☐ 1-3 Years | ☐ 3-5 Years | |

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

H) Computations used in arriving at fiscal estimate:

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

**NOTICES SENT TO FOR FILE NUMBER: 091067**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Maria Monteagudo | Director, Dept. of Employee Relations | 12/9/09 | | |
| Andrea Knickerbocker | Dept. of Employee Relations | 12/9/09 | | |
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# City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

## Master With Text

### File Number: 090952

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 090952 | **Type:** | Ordinance | **Status:** | In Council-Passage |
| **Version:** | 2 | **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 employes.

**Notes:**

**Code Sections:**

**Agenda Date:**

**Indexes:** AUTO ALLOWANCE, LABOR CONTRACTS

**Agenda Number:**

**Sponsors:** THE CHAIR

**Enactment Date:**

**Attachments:** Proposed Substitute A, 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, Dept of Employee Relations cover letter for SEIU Healthcare Staf Nurses' Council 1199, Fiscal note for union SEIU Council 1199, Hearing Notice List

**Enactment Number:**

**Drafter:** bjz

**Effective Date:**

**Contact:**

**Extra Date 2:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 0 | COMMON COUNCIL | 11/06/2009 | ASSIGNED TO | FINANCE & PERSONNEL COMMITTEE | | | |
| | **Action Text:** | 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 | | | | |
| | **Action Text:** | This Ordinance was DRAFT SUBMITTED | | | | | |
| 1 | FINANCE & PERSONNEL COMMITTEE | 11/24/2009 | HELD TO CALL OF THE CHAIR | | | | Pass |
| | **Action Text:** | A motion was made by ALD. DUDZIK that this Ordinance be HELD TO CALL OF THE CHAIR. The motion PREVAILED by the following vote: | | | | | |

**Notes:** *Individuals present:*
*Maria Monteagudo, Director, Dept. of Employee Relations*

Mover: ALD. DUDZIK — Aye:4 - Murphy, Dudzik, Coggs, and Kovac; No:0; Excused:1 - Bauman — 4-0-1

| | | | | | |
|---|---|---|---|---|---|
| 1 | FINANCE & PERSONNEL COMMITTEE | 12/09/2009 | HEARING NOTICES SENT | 12/16/2009 | |
| 1 | FINANCE & PERSONNEL COMMITTEE | 12/16/2009 | SUBSTITUTED | | Pass |

**Action Text:** A motion was made by ALD. DUDZIK that this Ordinance be SUBSTITUTED. This motion PREVAILED by the following vote:

**Notes:** *Ald. Dudzik offered proposed substitute B.*

Mover: ALD. DUDZIK — Aye:5 - Murphy, Bauman, Dudzik, Coggs, and Kovac; No:0 — 5-0

| | | | | | |
|---|---|---|---|---|---|
| 2 | FINANCE & PERSONNEL COMMITTEE | 12/16/2009 | RECOMMENDED FOR PASSAGE | | Pass |

**Action Text:** A motion was made by ALD. DUDZIK that this Ordinance be RECOMMENDED FOR PASSAGE. The motion PREVAILED by the following vote:

Mover: ALD. DUDZIK — Aye:5 - Murphy, Bauman, Dudzik, Coggs, and Kovac; No:0 — 5-0

| | | | | | |
|---|---|---|---|---|---|
| 2 | CITY CLERK | 12/16/2009 | DRAFT SUBMITTED | | |

**Action Text:** This Ordinance was DRAFT SUBMITTED

| | | | | | |
|---|---|---|---|---|---|
| 2 | COMMON COUNCIL | 12/22/2009 | | | |

## Text of Legislative File 090952

..Number
090952
..Version
SUBSTITUTE 2
..Reference
..Sponsor
THE CHAIR
..Title
A substitute ordinance relating to transportation reimbursement payments for certain city employes.
..Sections
350-183-7-a-2 rc
350-183-7-a-5 rc
..Analysis
This ordinance revises automobile reimbursement rates for city employes, represented by Technicians, Engineers and Architects of Milwaukee and SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council. 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-2 of the code is repealed and recreated to read:
350-183. Private Transportation Reimbursement
7. RATE SCHEDULE.
a. General.
a-2. Public Health Nurse Mileage Rates. Effective January 1, 2010, an employe represented by SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council who is required to have a private automobile for use on city business 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, employes 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.

..LRB
APPROVED AS TO FORM

_____
Legislative Reference Bureau
Date:_____
..Attorney
IT IS OUR OPINION THAT THE ORDINANCE
IS LEGAL AND ENFORCEABLE

_____
Office of the City Attorney
Date:_____
..Requestor
City Attorney's Office
..Drafter
LRB09444-5
BJZ/sd
12/14/2009

..Number
090952
..Version
PROPOSED SUBSTITUTE
..Reference
..Sponsor
THE CHAIR
..Title
A substitute ordinance relating to transportation reimbursement payments for certain city employes.
..Sections
350-183-7-a-2 rc
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 employes, and those represented by Technicians, Engineers and Architects of Milwaukee and SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council. 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-2 of the code is repealed and recreated to read:
**350-183. Private Transportation Reimbursement**
7. RATE SCHEDULE.
a. General.
a-2. Public Health Nurse Mileage Rates. Effective January 1, 2010, an employe represented by SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council who is required to have a private automobile for use on city business 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-4 of the code is repealed and recreated to read:
a-4. Rates for Management and Nonmanagement/Nonrepresented Employes. Manaement and nonmanagement/nonrepresented employes 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-a-5 of the code is repealed and recreated to read:
a-5. Technicians, Engineers and Architects of Milwaukee. Effective January 10, 2010, employes 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 4. 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 employe, by using the schedule under par. a-4, would be paid less than a subordinate bargaining unit employe for the same amount of miles driven, the management pay plan employe shall be entitled to automobile allowance equal to that granted to the bargaining unit employe by using the appropriate bargaining unit's rate schedule as specified by ordinance or labor contract >>, until such time that the management pay plan employe no longer supervises any employes receiving a higher rate<<. >>Effective the following month, when a management pay plan employe no longer supervises any employe receiving a higher rate, the management pay plan employe'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 City Attorney
Date:_____
..Requestor
City Attorney's Office
..Drafter
LRB09444-4
BJZ/sd
12/3/2009

City of Milwaukee

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

DER-VERS (9/97)

# CITY OF MILWAUKEE FISCAL NOTE

CC-170(REV.6/86)

**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:
- [x] 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:
- [x] Departmental Account (DA)
- [ ] Capital Projects Fund (CPF)
- [ ] Perm. Improvement Funds (PIF)
- [ ] Other (Specify)
- [ ] Contingent Fund (CF)
- [ ] Special Purpose Accounts (SPA)
- [ ] Grant & Aid Accounts (G & AA)

| E) Purpose | Specify Type/Use | Account | Expenditure | Revenue | Savings |
|---|---|---|---|---|---|
| Salaries/Wages: | | | | | |
| Pensions: | | | | | |
| Health Ins: | | | | | |
| Life Ins: | | | | | |
| Equip Repair: | | | | | |
| Other: Auto | | | 0 | | |
| | | | | | |
| **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**.

| | | |
|---|---|---|
| [ ] 1-3 Years | [ ] 3-5 Years | |
| [ ] 1-3 Years | [ ] 3-5 Years | |
| [ ] 1-3 Years | [ ] 3-5 Years | |

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

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 ☐

City of Milwaukee

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,

M. Monteagudo

Maria Monteagudo
Employee Relations Director

Attachment: Fiscal Note

DER-VERS (9/97)
CC-170(REV.6/86)

# 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)
- ☐ Capital Projects Fund (CPF)
- ☐ Perm. Improvement Funds (PIF)
- ☐ Other (Specify)
- ☐ Contingent Fund (CF)
- ☐ Special Purpose Accounts (SPA)
- ☐ Grant & Aid Accounts (G & AA)

| E) Purpose | Specify Type/Use | Account | Expenditure | Revenue | Savings |
|---|---|---|---|---|---|
| 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**.

| | | |
|---|---|---|
| ☐ 1-3 Years | ☐ 3-5 Years | |
| ☐ 1-3 Years | ☐ 3-5 Years | |
| ☐ 1-3 Years | ☐ 3-5 Years | |

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

City of Milwaukee

**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

December 10, 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 SEIU Healthcare District 1199 Wisconsin/Staff Nurses' Council.

Costs associated with this ordinance were reported on the Fiscal Note attached to Common Council File No. 070009.

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

Sincerely,

Troy M. Hamblin
Labor Negotiator

NMF
091067 Auto F&P ltr
labr\STFNURSE\2007-2009/07-09; 10-11 Implementation

DER-VERS (9/97)

# CITY OF MILWAUKEE FISCAL NOTE

CC-170(REV.6/86)

**A) Date:** 12-10-09

**File Number:** 090952

Original Fiscal Note Substitute ♦

**Subject:** A substitute ordinance relating to employe automobile mileage reimbursement for employes represented by SEIU Healthcare District 1199 Wisconsin/Staff Nurses' Council.

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

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

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

| E) Purpose | Specify Type/Use | Account | Expenditure | Revenue | Savings |
|---|---|---|---|---|---|
| Salaries/Wages: | | | | | |
| Pensions: | | | | | |
| Health Ins: | | | | | |
| Life Ins: | | | | | |
| Equip Repair: | | | | | |
| Other: Auto | | | 0 | | |
| | | | | | |
| **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**.

| | | |
|---|---|---|
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 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 file # 070009.

H) Computations used in arriving at fiscal estimate:

Please list any comments on reverse side and check here Γ

**NOTICES SENT TO FOR FILE NUMBER: 090952**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Maria Monteagudo | Dept. of Employee Relations | 11/9/09 | 12/9/09 | |
| Michael Tobin | Executive Director, Fire & Police Commission | 11/9/09 | 12/9/09 | |
| Barry Zalben | Manager, LRB | | 12/9/09 | |
| | | | | |
| | | | | |
| | | |

# City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

## Master With Text

### File Number: 091068

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 091068 | **Type:** | Charter Ordinance | **Status:** | In Council-Passage |
| **Version:** | 2 | **Reference:** | | **Controlling Body:** | FINANCE & PERSONNEL COMMITTEE |
| **Requester:** | COMMON COUNCIL | **Cost:** | | **File Created:** | 12/01/2009 |
| **File Name:** | | | | **Final Action:** | |

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

**Notes:**

**Code Sections:**

**Agenda Date:**

**Indexes:** CHARTER ORDINANCES, RETIREMENT BENEFITS

**Agenda Number:**

**Sponsors:** THE CHAIR

**Enactment Date:**

**Attachments:** Fiscal note, Cover letter from Dept of Employee Relations, Letter from City Attorney, Hearing Notice List

**Enactment Number:**

**Drafter:** bjz

**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 | 12/01/2009 | ASSIGNED TO | FINANCE & PERSONNEL COMMITTEE | | | |
| | **Action Text:** | This Charter Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE | | | | | |
| 0 | FINANCE & PERSONNEL COMMITTEE | 12/09/2009 | HEARING NOTICES SENT | | 12/16/2009 | | |
| 1 | CITY CLERK | 12/10/2009 | DRAFT SUBMITTED | | | | |
| | **Action Text:** | This Charter Ordinance was DRAFT SUBMITTED | | | | | |
| 1 | FINANCE & PERSONNEL COMMITTEE | 12/16/2009 | SUBSTITUTED | | | | Pass |
| | **Action Text:** | A motion was made by ALD. BAUMAN that this Charter Ordinance be SUBSTITUTED. The motion PREVAILED by the following vote: | | | | | |
| | **Notes:** | *Individual present:*<br>*Rudy Konrad, Deputy City Attorney* | | | | | |
| Mover: | ALD. BAUMAN | Aye:5 - Murphy, Bauman, Dudzik, Coggs, and Kovac<br>No:0 | | | | | 5-0 |

| | | | | |
|---|---|---|---|---|
| 2 | FINANCE & PERSONNEL COMMITTEE | 12/16/2009 | RECOMMENDED FOR PASSAGE | Pass |

**Action Text:** A motion was made by ALD. BAUMAN that this Charter Ordinance be RECOMMENDED FOR PASSAGE. The motion PREVAILED by the following vote:

Mover: ALD. BAUMAN — Aye:5 - Murphy, Bauman, Dudzik, Coggs, and Kovac No:0 — 5-0

| | | | |
|---|---|---|---|
| 2 | CITY CLERK | 12/16/2009 | DRAFT SUBMITTED |

**Action Text:** This Charter Ordinance was DRAFT SUBMITTED

| | | |
|---|---|---|
| 2 | COMMON COUNCIL | 12/22/2009 |

## Text of Legislative File 091068

..Number
091068
..Version
SUBSTITUTE 2
..Reference

..Sponsor
THE CHAIR
..Title
A substitute charter ordinance relating to retirement benefits for certain city employes.
..Sections

| | |
|---|---|
| 36-04-1-c | am |
| 36-04-1-f | am |
| 36-05-1-h-5-b | am |
| 36-05-6-a | rn |
| 36-05-6-a-1-0 | am |
| 36-05-6-a-2 | cr |
| 36-08-7-a-2 | am |
| 36-08-7-m | am |
| 36-08-7-o | cr |
| 36-10-2 | am |

..Analysis
The Common Council has approved labor contracts with various city unions which require new employes represented by those unions and beginning city employment on or after January 1, 2010, to contribute 5.5% of their earnable compensation as a contribution to the city retirement system; this requirement has also been imposed on nonrepresented/nonmanagement employes and management employes beginning city employment on or after January 1, 2010. In conjunction with this requirement, this charter ordinance provides for the implementation of section 414(h)(2) of the Internal Revenue Code to make city employe-paid member retirement contributions a pre-tax payroll contribution under that section, and permits members who separate from service prior to vesting to withdraw their member-paid contributions with interest.
This charter ordinance also changes retirement benefits for employes represented by SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council, Local 195, IBEW, AFL-CIO, and Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO 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 employe to retire earlier or add pension-eligible service time, or both. Employes who retire in 2010 are eligible.
3. Employes retiring in 2010 and 2011 shall receive an earlier cost-of-living increase of 2% effective the first anniversary of their retirement.
4. Employes 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 city charter, as affected by Common Council file number 090951, passed December 1, 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 employes, 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 employes, who participate in the combined fund and who retire on a service retirement allowance on or after January 1, 2003; city of Milwaukee employes 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 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 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 employes 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 employes 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 employes represented by the Technicians, Engineers and Architects of Milwaukee, the Association of Scientific Personnel, [[and]] the Association of Municipal Attorneys >>, SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council, Local 195, IBEW, AFL-CIO, and Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO <<who participate in the combined fund and who retire on a service retirement or allowance on or after January 1, 2007; city of Milwaukee employes 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 employes 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 employes 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 city charter is amended to read:
f. City employes 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, >> SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council, Local 195, IBEW, AFL-CIO, and Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO << and nonmanagement/nonrepresented employes who during the calendar year 2010 retire from active service on a normal service retirement allowance, including allowances under s. 36-05-1-d-3, or on an immediate retirement allowance under s. 36-05-6-c, shall be eligible for a bonus year. At the member's discretion, the bonus year may be added either to the member's age for purposes of retirement eligibility, or to creditable service. The bonus year may be divided into one month increments and used for a combination of additions to age and creditable service, not to exceed a total of 12 months. All or part of the bonus year cannot be applied to earn more than 35 years of creditable service or to exceed the 70% of final average salary limitation stated in s. 36-06-10-f. In order to be eligible for the bonus year provided in this paragraph, a nonrepresented/nonmanagement employe must provide notice of his or her intent to retire to his or her department head or designee by August 31, 2010.

Part 3. Section 36-05-1-h-5-b of the city charter is amended to read:
36-05. Benefits.
1. SERVICE RETIREMENT ALLOWANCE.
h-5-b. City employes represented by Milwaukee District Council 48, AFSCME, AFL-CIO, the Technicians, Engineers and Architects of Milwaukee, the Association of Scientific Personnel, and the Association of Municipal Attorneys >>, SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council, Local 195, IBEW, AFL-CIO, and Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO << and nonmanagement/nonrepresented employes 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 36-05-6-a of the city charter is renumbered 36-05-6-a-1.

Part 5. Section 36-05-6-a-1-0 of the city charter is amended to read:
6. SEPARATION OF BENEFITS.
a-1. Return of >>Accumulated<< Contribution.

Part 6. Section 36-05-6-a-2 of the city charter is created to read:
a-2. Return of Member-Paid Accumulated Contribution. The retirement system shall return to members who separate from service prior to vesting the contributions made by the members under s. 36-08-7-a-2. A member may elect to withdraw his or her contribution either after separation or upon termination of membership under s. 36-03-5. Upon filing with the board a request for return of member-paid contribution, on a form provided by the board, the member shall be paid his or her contribution and the regular interest credited on the contribution as it was at the date of separation and ½ the regular interest credited to the account thereafter. A member who withdraws his or her contribution shall not be eligible for any benefits under this chapter and his or her membership shall be terminated. In the event the member dies after separation, the contribution, if not previously paid, shall be paid with the credited interest to the member's estate or designated beneficiary.

Part 7. Section 36-08-7-a-2 of the city charter is amended to read:
36-08. Method of Financing.
7. MEMBER CONTRIBUTIONS
a-2. City employes hired on or after January 1, 2010, who are represented by Milwaukee District Council 48, AFSCME, AFL-CIO, the Technicians, Engineers and Architects of Milwaukee, the Association of Scientific Personnel, and the Association of Municipal Attorneys, >> SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council, Local 195, IBEW, AFL-CIO, and Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO << and management and nonmanagement/nonrepresented employes shall contribute 5.5% of their earnable compensation.

Part 8. Section 36-08-7-m of the city charter is amended to read:
m. During the 8-year period immediately following their enrollment, general city employes who are enrolled as members on or after January 1, 2000 shall contribute to the combined fund a sum expressed as 1.60% of the member's pensionable earnings if they participate in the combined fund. If a member who makes contributions under this par. separates from service without a vested pension or withdraws his or her accumulated contributions, amounts contributed under this par. shall be returned to the contributor without interest. This subsection shall not apply to city employes hired on or after January 1, 2010 who are represented by Milwaukee District Council 48, AFSCME, AFL-CIO, the Technicians, Engineers and Architects of Milwaukee, the Association of Scientific Personnel, [[and]] the Association of Municipal Attorneys, >> SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council, Local 195, IBEW, AFL-CIO, and Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO << and management and nonmanagement/nonrepresented employes.

Part 9. Section 36-08-7-o of the city charter is created to read:
o. Pre-Tax Deduction. All member contributions made under pars. a, b, and c, except the policemen's $1 contribution, shall be implemented pursuant to the provisions of Internal Revenue Code Section 414(h) (2) by means of direct payment by the city to the combined fund. The city shall fund the cost of member contributions under par. a-2 by means of a pre-tax salary deductions from the salary of employes on

whose behalf such payments are made. Members shall not have the option of choosing to receive the contributed amounts directly instead of having them paid to the combined fund.

Part 10. Section 36-10-2 of the city charter is amended to read:
36-10. Exemption from Taxation, Execution and Assignment.
2. Notwithstanding sub. 1., a beneficiary who was a member may elect to have a taxable distribution except: annuities paid over life or life expectancy; installments for a period spanning 10 years or more; and minimum distributions under s. 401(a)(9) of the Internal Revenue Code; paid directly to an individual retirement account or bona fide defined contribution account that accepts contributions (Internal Revenue Code s. 401(a) and (31) and Internal Revenue Code s. 404(a)(2), including an eligible plan under s. 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan, or a tax sheltered annuity that accepts rollovers (Internal Revenue Code s. 403(b)(10). For distributions made on or after January 18, 2006, in the event of a mandatory distribution greater than $1,000 in accordance with the provisions of [[[s.]] >>ss.<< 36-05-1-a, 36-05-6-d-2, 36-05-6-e, 36-05-11-a or b, >> or 36-08-7-a-2,<< if the beneficiary does not elect to have such distribution paid directly to an eligible retirement plan specified by the beneficiary in a direct rollover or to receive the distribution directly in accordance with this section, then the board will pay the distribution in a direct rollover to an individual retirement plan designated by the board.

Part 11. This is a charter ordinance and shall take effect 60 days after its passage and publication, unless within such 60 days a referendum petition is filed as provided in s. 66.0101(5), Wis. Stats., in which event this ordinance shall not take effect until submitted to a referendum and approved by a majority of the electors voting thereon.

..LRB
APPROVED AS TO FORM

_____
Legislative Reference Bureau
Date: _____
..Attorney
IT IS OUR OPINION THAT THE ORDINANCE
IS LEGAL AND ENFORCEABLE

_____
Office of the City Attorney
Date: _____

..Requestor

..Drafter
Department - Employe Relations
LRB09464-3
BJZ:lp
12/11/2009

DER-VERS (9/97)

# CITY OF MILWAUKEE FISCAL NOTE

CC-170(REV.6/86)

**A) Date:** 12-10-09

**File Number:** 091068

Original Fiscal Note ■ Substitute Γ

**Subject:** A charter ordinance relating to retirement benefits for employees represented by SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council, Local #195, International Brotherhood of Electrical Workers, AFL-CIO, and Plumbers' Local 75, AFL-CIO.

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

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

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

| E) Purpose | Specify Type/Use | Account | Expenditure | Revenue | Savings |
|---|---|---|---|---|---|
| Salaries/Wages: | | | | | |
| Pensions: | | | $0 | | |
| Health Ins: | | | | | |
| Life Ins: | | | | | |
| Equip Repair: | | | | | |
| Other: Auto | | | | | |
| | | | | | |
| **Totals** | | | $0 | | |

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

| | | |
|---|---|---|
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 3-5 Years | |

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

Costs for this file were included in the fiscal note for Common Council file #070009, #070019, and #070020.

H) Computations used in arriving at fiscal estimate:

Please list any comments on reverse side and check here Γ

..Number
091068
..Version
PROPOSED SUBSTITUTE A
..Reference

..Sponsor
THE CHAIR
..Title
A substitute charter ordinance relating to retirement benefits for certain city employes.
..Sections

| | |
|---|---|
| 36-04-1-c | am |
| 36-04-1-f | am |
| 36-05-1-h-5-b | am |
| 36-05-6-a | rn |
| 36-05-6-a-1-0 | am |
| 36-05-6-a-2 | cr |
| 36-08-7-a-2 | am |
| 36-08-7-m | am |
| 36-08-7-o | cr |
| 36-10-2 | am |

..Analysis
The Common Council has approved labor contracts with various city unions which require new employes represented by those unions and beginning city employment on or after January 1, 2010, to contribute 5.5% of their earnable compensation as a contribution to the city retirement system; this requirement has also been imposed on nonrepresented/nonmanagement employes and management employes beginning city employment on or after January 1, 2010. In conjunction with this requirement, this charter ordinance provides for the implementation of section 414(h)(2) of the Internal Revenue Code to make city employe-paid member retirement contributions a pre-tax payroll contribution under that section, and permits members who separate from service prior to vesting to withdraw their member-paid contributions with interest.
This charter ordinance also changes retirement benefits for employes represented by SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council, Local 195, IBEW, AFL-CIO, and Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO 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 employe to retire earlier or add pension-eligible service time, or both. Employes who retire in 2010 are eligible.
3. Employes retiring in 2010 and 2011 shall receive an earlier cost-of-living increase of 2% effective the first anniversary of their retirement.

4. Employes 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 city charter, as affected by Common Council file number 090951, passed December 1, 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 employes, 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 employes, who participate in the combined fund and who retire on a service retirement allowance on or after January 1, 2003; city of Milwaukee employes 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 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 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 employes 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 employes 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 employes represented by the Technicians, Engineers and Architects of Milwaukee, the Association of Scientific Personnel, [[~~and~~]] the Association of Municipal Attorneys >>, SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council, Local 195, IBEW, AFL-CIO, and Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO <<who participate in the combined fund and who retire on a service retirement or allowance on or after January 1, 2007; city of Milwaukee employes 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 employes 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 employes 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 city charter is amended to read:
f. City employes 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, >> SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council, Local 195, IBEW, AFL-CIO, and Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO << and nonmanagement/nonrepresented employes who during the calendar year 2010 retire from active service on a normal service retirement allowance, including allowances under s. 36-05-1-d-3, or on an immediate retirement allowance under s. 36-05-6-c, shall be eligible for a bonus year. At the member's discretion, the bonus year may be added either to the member's age for purposes of retirement eligibility, or to creditable service. The bonus year may be divided into one month increments and used for a combination of additions to age and creditable service, not to exceed a total of 12 months. All or part of the bonus year cannot be applied to earn more than 35 years of creditable service or to exceed the 70% of final average salary limitation stated in s. 36-06-10-f. In order to be eligible for the bonus year provided in this paragraph, a nonrepresented/nonmanagement employe must provide notice of his or her intent to retire to his or her department head or designee by August 31, 2010.

Part 3. Section 36-05-1-h-5-b of the city charter is amended to read:
**36-05. Benefits.**
1. SERVICE RETIREMENT ALLOWANCE.
h-5-b. City employes represented by Milwaukee District Council 48, AFSCME, AFL-CIO, the Technicians, Engineers and Architects of Milwaukee, the Association of Scientific Personnel, and the Association of Municipal Attorneys >>, SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council, Local 195, IBEW, AFL-CIO, and Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO << and nonmanagement/nonrepresented employes 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 36-05-6-a of the city charter is renumbered 36-05-6-a-1.

Part 5. Section 36-05-6-a-1-0 of the city charter is amended to read:
6. SEPARATION OF BENEFITS.
a-1. Return of >>Accumulated<< Contribution.

Part 6. Section 36-05-6-a-2 of the city charter is created to read:
a-2. Return of Member-Paid Accumulated Contribution. The retirement system shall return to members who separate from service prior to vesting the contributions made by the members under s. 36-08-7-a-2. A member may elect to withdraw his or her contribution either after separation or upon termination of membership under s. 36-03-5. Upon filing with the board a request for return of member-paid contribution, on a form provided by the board, the member shall be paid his or her contribution and the regular interest credited on the contribution as it was at the date of separation and ½ the regular interest credited to the account thereafter. A member who withdraws his or her contribution shall not be eligible for any benefits under this chapter and his or her membership shall be terminated. In the event the member dies after separation, the contribution, if not previously paid, shall be paid with the credited interest to the member's estate or designated beneficiary.

Part 7. Section 36-08-7-a-2 of the city charter is amended to read:
**36-08. Method of Financing.**
**7.** MEMBER CONTRIBUTIONS
a-2. City employes hired on or after January 1, 2010, who are represented by Milwaukee District Council 48, AFSCME, AFL-CIO, the Technicians, Engineers and Architects of Milwaukee, the Association of Scientific Personnel, and the Association of Municipal Attorneys, >> SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council, Local 195, IBEW, AFL-CIO, and Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO << and management and nonmanagement/nonrepresented employes shall contribute 5.5% of their earnable compensation.

Part 8. Section 36-08-7-m of the city charter is amended to read:
m. During the 8-year period immediately following their enrollment, general city employes who are enrolled as members on or after January 1, 2000 shall contribute to the combined fund a sum expressed as 1.60% of the member's pensionable earnings if they participate in the combined fund. If a member who makes contributions under this par. separates from service without a vested pension or withdraws his or her accumulated contributions, amounts contributed under this par. shall be returned to the contributor without interest. This subsection shall not apply to city employes hired on or after January 1, 2010 who are represented by Milwaukee District Council 48, AFSCME, AFL-CIO, the Technicians, Engineers and Architects of Milwaukee, the Association of Scientific Personnel, [[~~and~~]] the Association of Municipal Attorneys, >> SEIU Healthcare

District 1199 Wisconsin/Staff Nurses Council, Local 195, IBEW, AFL-CIO, and Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO << and management and nonmanagement/nonrepresented employes .

Part 9. Section 36-08-7-o of the city charter is created to read:
o. Pre-Tax Deduction. All member contributions made under pars. a, b, and c, except the policemen's $1 contribution, shall be implemented pursuant to the provisions of Internal Revenue Code Section 414(h) (2) by means of direct payment by the city to the combined fund. The city shall fund the cost of member contributions under par. a-2 by means of a pre-tax salary deductions from the salary of employes on whose behalf such payments are made. Members shall not have the option of choosing to receive the contributed amounts directly instead of having them paid to the combined fund.

Part 10. Section 36-10-2 of the city charter is amended to read:
**36-10. Exemption from Taxation, Execution and Assignment.**
**2.** Notwithstanding sub. 1., a beneficiary who was a member may elect to have a taxable distribution except: annuities paid over life or life expectancy; installments for a period spanning 10 years or more; and minimum distributions under s. 401(a)(9) of the Internal Revenue Code; paid directly to an individual retirement account or bona fide defined contribution account that accepts contributions (Internal Revenue Code s. 401(a) and (31) and Internal Revenue Code s. 404(a)(2), including an eligible plan under s. 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan, or a tax sheltered annuity that accepts rollovers (Internal Revenue Code s. 403(b)(10). For distributions made on or after January 18, 2006, in the event of a mandatory distribution greater than $1,000 in accordance with the provisions of [[[~~s.~~]] >>ss.<< 36-05-1-a, 36-05-6-d-2, 36-05-6-e, 36-05-11-a or b, >> or 36-08-7-a-2,<< if the beneficiary does not elect to have such distribution paid directly to an eligible retirement plan specified by the beneficiary in a direct rollover or to receive the distribution directly in accordance with this section, then the board will pay the distribution in a direct rollover to an individual retirement plan designated by the board.

Part 11. This is a charter ordinance and shall take effect 60 days after its passage and publication, unless within such 60 days a referendum petition is filed as provided in s. 66.0101(5), Wis. Stats., in which event this ordinance shall not take effect until submitted to a referendum and approved by a majority of the electors voting thereon.

..LRB
APPROVED AS TO FORM

_____
Legislative Reference Bureau
Date: _____
..Attorney
IT IS OUR OPINION THAT THE ORDINANCE IS LEGAL AND ENFORCEABLE

_____
Office of the City Attorney
Date: _____

..Requestor

..Drafter
Department – Employe Relations
LRB09464-3
BJZ:lp
12/11/2009

December 10, 2009

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

RE: File No. 091068

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 SEIU Healthcare District 1199 Wisconsin/Staff Nurses' Council, Local #195, International Brotherhood of Electrical Workers, AFL-CIO, and Plumbers' Local 75, AFL-CIO.

Costs associated with this ordinance were reported on the Fiscal Note attached to Common Council File No. 070009, 070019, and 070020.

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

Sincerely,

Troy M. Hamblin
Labor Negotiator

NMF
070009 ChOrd F&P ltr
labr\STFNURSE\2007-2009/07-09; 10-11 Implementation

**GRANT F. LANGLEY**
City Attorney

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

CITY OF MILWAUKEE
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**JARELY M. RUIZ**
**ROBIN A. PEDERSON**
**DANIELLE M. BERGNER**
Assistant City Attorneys

December 10, 2009

To the Honorable Committee
on Finance & Personnel of the
Common Council of the
City of Milwaukee
Room 205 – City Hall

Re: CCFN 091068 – An amendment to Chapter 36 implementing pre-tax payroll deduction for member-paid pension contributions

Dear Committee Members:

Enclosed is a substitute resolution establishing pre-tax payroll deduction for member-paid pension contributions, and permitting members who separate from service before vesting to withdraw their member-paid contributions.

The Common Council has approved labor contracts with various city unions that require new employees who commence city employment on or after January 1, 2010, to pay 5.5% of their earnable compensation as a contribution to the Employes' Retirement System, in lieu of the city making the contribution on their behalf. This requirement has also been imposed on nonrepresented/nonmanagement employees and management employees commencing city employment next year via amendments to Chapter 36 of the Charter. In conjunction with this requirement, this resolution provides for the implementation of section 414(h)(2) of the Internal Revenue Code to make the member-paid contributions a pre-tax payroll deduction under that section.

To further implement the labor agreements, the amendment permits members who separate before vesting to withdraw their contributions. The amendment also permits the

separated members to roll their withdrawn contribution over into another tax-deferred account.

Very truly yours,

GRANT F. LANGLEY
City Attorney

RUDOLPH M. KONRAD
Deputy City Attorney

RMK:lmb:152829
enclosure

**NOTICES SENT TO FOR FILE NUMBER: 091068**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Maria Monteagudo | Dept. of Employee Relations | 12/9/09 | | |
| Barry Zalben | Manager, LRB | 12/9/09 | | |
| Bernard Allen | ERS | 12/9/09 | | |
| Marty Matson | ERS | 12/9/09 | | |
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# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 091069 **Version:** 1 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | A substitute resolution establishing pre-tax payroll deduction for employee paid pension contributions. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | DEFERRED COMPENSATION PLAN | | |
| **Attachments:** | Fiscal Note, Letter from City Attorney regarding establishing pretax payroll deduction, Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/9/2009 | 0 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |
| 12/10/2009 | 1 | CITY CLERK | DRAFT SUBMITTED | | |



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Number
091069
Version
SUBSTITUTE 1
Reference

Sponsor
THE CHAIR
Title
A substitute resolution establishing pre-tax payroll deduction for employee paid pension contributions.
Analysis
The Common Council has approved labor contracts with various city unions which require new employees represented by those unions and beginning city employment on or after January 1, 2010, to contribute 5.5% of their earnable compensation as a contribution to the city retirement system; this requirement has also been imposed on nonrepresented/nonmanagement employees and management employees beginning city employment on or after January 1, 2010. In conjunction with this requirement, this resolution provides for the implementation of section 414(h)(2) of the Internal Revenue Code to make city employee-paid member retirement contributions a pre-tax payroll contribution under that section.
Body
Whereas, The Common Council has approved and will approve labor contracts that include or will include provisions requiring city employees to pay member contributions required to be paid by Chapter 36 of the Charter out of their salaries; and

Whereas, The Common Council has approved and will approve extending the provisions of those labor contracts to non-represented employees by amending Chapter 36 of the Charter; and

Whereas, The Common Council elects to make the employee-paid member contributions a pre-tax payroll deduction under Internal Revenue Code (IRC) sec. 414 (h) (2); now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the City of Milwaukee, commencing January 1, 2010, will implement the provisions of IRC sec. 414 (h) (2), by making employee contributions for Chapter 36 service credit on behalf of its employees who are bound by labor contract, or who are required under the provisions of Chapter 36, to pay the employee contribution in the form of a salary deduction; and, be it

Further Resolved, That, for the bound employees, the City of Milwaukee will implement a pre-tax payroll deduction to collect the employees' contributions and pay them directly to the Employes' Retirement System combined fund; and, be it

Further Resolved, That all bound employees are required to participate in this implementation as specified, and no employee shall be permitted to receive the employee contribution payment directly, instead of having it paid into the combined fund.
Drafter
City Attorney
152479
LB09467-2
BJZ:lp



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12/1/2009



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# CITY OF MILWAUKEE FISCAL NOTE

**A) DATE:** December 8, 2009 **FILE NUMBER:** 091069

ORIGINAL FISCAL NOTE X SUBSTITUTE ☐

**SUBJECT:** Substitute resolution establishing pre-tax payroll deduction for employee paid pension contributions

**B) SUBMITTED BY** name/title/dept./ext.): Rudolph M. Konrad, Deputy City Attorney, ext. 2601

**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.
- X 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) Damages and Claims Fund

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

| | | |
|---|---|---|
| ☐ 1-3 YEARS | ☐ 3-5 YEARS | |
| ☐ 1-3 YEARS | ☐ 3-5 YEARS | |
| ☐ 1-3 YEARS | ☐ 3-5 YEARS | |

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

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

**PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE** ☐

#152694

**GRANT F. LANGLEY**
City Attorney

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

CITY OF MILWAUKEE
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**JARELY M. RUIZ**
**ROBIN A. PEDERSON**
**DANIELLE M. BERGNER**
Assistant City Attorneys

December 10, 2009

To the Honorable Committee
on Finance & Personnel of the
Common Council of the
City of Milwaukee
Room 205 – City Hall

Re: CCFN 091069 – A resolution establishing pre-tax payroll deduction for employee paid pension contributions

Dear Committee Members:

Enclosed is a substitute resolution and appropriate fiscal note establishing pre-tax payroll deduction for employee paid pension contributions.

The Common Council has approved labor contracts with various city unions that require new employees who commence city employment on or after January 1, 2010, to pay 5.5% of their earnable compensation as a contribution to the Employes' Retirement System, in lieu of the city making the contribution on their behalf. This requirement has also been imposed on nonrepresented/nonmanagement employees and management employees commencing city employment next year via amendments to Chapter 36 of the Charter. In conjunction with this requirement, this resolution provides for the implementation of section 414(h)(2) of the Internal Revenue Code to make the member-paid contributions a pre-tax payroll deduction under that section.

An amendment to Chapter 36 has also been introduced to document this change. Passage of this resolution, however, will ensure that the pre-tax deduction can commence on January 1, 2010, because the resolution will be adopted before that date.

Very truly yours,

GRANT F. LANGLEY
City Attorney

RUDOLPH M. KONRAD
Deputy City Attorney
RMK:lmb:152697
enclosures

**NOTICES SENT TO FOR FILE NUMBER: 091069**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Maria Monteagudo | Dept. of Employee Relations | 12/9/09 | | |
| Barry Zalben | Manager, LRB | 12/9/09 | | |
| Rudy Konrad | Deputy City Attorney | 12/9/09 | | |
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# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 090983 **Version:** 0 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | Resolution relating to the application for, acceptance and expenditure of FY 2009 Urban Areas Security Initiative Program Grant. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | FEDERAL GRANTS, HOMELAND SECURITY | | |
| **Attachments:** | Fiscal Note.pdf, Operating Grant Budget - Fire.pdf, Operating Grant Budget - Planning.pdf, Operating Grant Budget - Police.pdf, Operating Grant Budget Health.pdf, Grant Analysis Form, Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/3/2009 | 0 | PUBLIC SAFETY COMMITTEE | HEARING NOTICES SENT | | |
| 12/10/2009 | 0 | PUBLIC SAFETY COMMITTEE | | | |



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**Number**
090983
**Version**
ORIGINAL
**Reference**

**Sponsor**
THE CHAIR
**Title**
Resolution relating to the application for, acceptance and expenditure of FY 2009 Urban Areas Security Initiative Program Grant.

**Analysis**
This resolution authorizes application for, acceptance and expenditure of $2,378,000 from the U.S. Department of Homeland Security, National Preparedness Directorate, for the FY 2009 Urban Areas Security Initiative (UASI) Program Grant by the Department of Administration, Fire Department, Police Department, and Health Department. The grant will be used to enhance the security and overall preparedness of the Milwaukee Urban Area to prevent, respond to and recover from acts of terrorism and other critical incidents in a multi-jurisdictional, multi-disciplinary manner. No state or local matching funds are required.

**Body**
Whereas, The U.S. Department of Homeland Security, National Preparedness Directorate, has awarded an Urban Areas Security Initiative (UASI) grant to the State of Wisconsin Office of Justice Assistance for disbursement to various jurisdictions within the Milwaukee Urban Area; and

Whereas, The Milwaukee Urban Area, identified by the federal government for the UASI grant, includes Milwaukee, Waukesha, Racine, Ozaukee and Washington Counties, with funds distributed directly to those entities as well as the City of Milwaukee by the State of Wisconsin Office of Justice Assistance; and

Whereas, The State of Wisconsin Office of Justice Assistance has notified the City of Milwaukee that the City is eligible to receive an award of $2,378,000, of which $298,000 will be used by the Fire and Police Commission; $860,000 by the Fire Department; $920,000 by the Police Department; and $300,000 by the Health Department; and

Whereas, The grant funds will be used by the various jurisdictions within the Milwaukee Urban Area to address the goals of the Urban Area Security Strategy to enhance the security and overall preparedness to prevent, respond to and recover from acts of terrorism and other critical incidents in a multi-jurisdictional, multi-disciplinary manner; and

Whereas, The operation of this grant project is from 7/01/09 to 6/30/12, and no state or local matching funds are required; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Department of Administration, Fire Department, Police Department, Department of Public Works and Health Department are authorized to accept grant funds of $2,378,000 from the U.S. Department of Homeland Security, National Preparedness Directorate, FY 2009 Urban Areas Security Initiative (UASI) Program Grant, in accordance with established City policies; and, be it

Further Resolved, That the City Comptroller is authorized to:



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**1.** Commit funds within the Grant Parent Account of the 2009 Special Revenue Grant and Aid Projects Funds the following amounts for the project/program entitled FY 2009 Urban Area Security Initiative Program Grant:

| Project/Grant | Fund | Org | Program | Budget Year | Subclass | Account |
|---|---|---|---|---|---|---|
| GR0000900000 | 0150 | 9990 | 0001 | 0000 | R999 | 000600 |
| Project | Amount | | | | | |
| Grantor Share | $298,000 (Fire and Police Commission) | | | | | |

| Project/Grant | Fund | Org | Program | Budget Year | Subclass | Account |
|---|---|---|---|---|---|---|
| GR0000900000 | 0150 | 9990 | 0001 | 0000 | R999 | 000600 |
| Project | Amount | | | | | |
| Grantor Share | $860,000 (Fire Department) | | | | | |

| Project/Grant | Fund | Org | Program | Budget Year | Subclass | Account |
|---|---|---|---|---|---|---|
| GR0000900000 | 0150 | 9990 | 0001 | 0000 | R999 | 000600 |
| Project | Amount | | | | | |
| Grantor Share | $920,500 (Police Department) | | | | | |

| Project/Grant | Fund | Org | Program | Budget Year | Subclass | Account |
|---|---|---|---|---|---|---|
| GR0000900000 | 0150 | 9990 | 0001 | 0000 | R999 | 000600 |
| Project | Amount | | | | | |
| Grantor Share | $300,000 (Health Department) | | | | | |

**2.** Create the necessary Grant and Aid Project/Grant and Project/Grant levels, budget against these Project/Grant values the amount required under the grant agreement.

; and, be it

Further Resolved, That these funds are budgeted for the Fire and Police Commission, Fire Department, Police Department, and Health Department, which are authorized to:

**1.** Expend from the amount budgeted sums for the specified purposes, as indicated in the grant budget, and incur costs consistent with the award date.
**2.** Expend from the 2009 grant budget funds for specific items of equipment.
**3.** Enter into subgrants and subcontracts as detailed in the grant budget.

; and, be it

Further Resolved, That the Common Council directs that Common Council File Numbers 000000 and 000000, relative to offices and positions in the City Service, be amended as follows:

Under "Department of Administration, Homeland Security Division", replace the text of footnote "B" with the following: "To expire 6/30/12, unless the Urban Areas Security Initiative Program Grant, available from the U.S. Department of Homeland Security, is extended."

Under "Fire Department, Fire Department, Firefighting Division Decision Unit - UASI Grant", replace the text of footnote "B" with the following: "To expire 6/30/12, unless the Urban Areas Security Initiative Program



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Grant, available from the U.S. Department of Homeland Security, is extended."

Under "Fire Department, Firefighting Division Decision Unit - UASI Grant", replace the text of footnote "G" with the following: "To expire 6/30/12, unless the Urban Areas Security Initiative Program Grant, available from the U.S. Department of Homeland Security, is extended."

Under "Health Department, Disease Control and Prevention Division," replace the text of the footnote "FFF" with the following: "To expire 6/30/12, unless the Urban Areas Security Initiative Program Grant", available from the U.S. Department of Homeland Security, is extended."

Under "Police Department, Operations Decision Unit, Intelligence Division, Urban Areas Security Initiative Program Grant (C)", replace the text of footnote "C" with the following: "To expire 6/30/12, unless the Urban Areas Security Initiative Program Grant, available from the U.S. Department of Homeland Security, is extended."

**Requestor**
Mr. Steven Fronk

**Drafter**
KJD
11/16/09



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CC-170 (REV. 6/86)

# CITY OF MILWAUKEE FISCAL NOTE

**A) DATE** 11/18/2009 **FILE NUMBER:**

Original Fiscal Note [X] Substitute [ ]

**SUBJECT:** Resolution relating to the application for, acceptance and expenditure of FY 2009 Urban Areas Security Initiative Program Grant.

**B) SUBMITTED BY (Name/title/dept./ext.):** Steven Fronk, Director of Emergency Management and Homeland Security X5062

**C) CHECK ONE:**

- [X] 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)
- [X] 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:** | | | $2,378,000 | $2,378,000 | |
| | | | | | |
| | | | | | |
| **TOTALS** | | | $2,378,000 | $2,378,000 | |

**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**.

| | | |
|---|---|---|
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |

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

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

**PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE** [ ]

# CITY OF MILWAUKEE OPERATING GRANT BUDGET

NOTE: The highlighted cells include formulas to automatically total dollar amounts. If you insert additional rows, you may need to copy the formulas into the inserted rows. Make sure to check the formulas to ensure they are calculating the numbers correctly.

PROJECT/PROGRAM TITLE: 2009 UASI Grant - Fire

PROJECT/PROGRAM YEAR: 07-01-09 to 06/30/12

CONTACT PERSON: Mr. Steve Fronk X5062

| NUMBER OF POSITIONS | | | PAY | | | | |
|---|---|---|---|---|---|---|---|
| NEW | EXISTING | LINE DESCRIPTION | RANGE/ UNITS | GRANTOR SHARE | IN-KIND SHARE | CASH MATCH A/C # | TOTAL |
| | | **PERSONNEL COSTS** | | | | | |
| | 1 | **Preparedness Coordinator (Batt Chief)** | 863 | $105,600 | | | $105,600 |
| | | **TOTAL PERSONNEL COSTS** | | $105,600 | | | $105,600 |
| | | | | | | | |
| | | **FRINGE BENEFITS - 34%** | | | | | |
| | | **Preparedness Coordinator (Batt Chief)** | | $54,400 | | | $54,400 |
| | | **TOTAL FRINGE BENEFITS** | | $54,400 | | | $54,400 |
| | | | | | | | |
| | | **OPERATING EXPENDITURES** | | | | | |
| | | | | | | | |
| | | **TOTAL OPERATING EXPENDITURES** | | | | | |
| | | | | | | | |
| | | **EQUIPMENT** | | | | | |
| | | **Respiratory Protection Equipment** | | $700,000 | | | $700,000 |
| | | **TOTAL EQUIPMENT** | | $700,000 | | | $700,000 |
| | | | | | | | |
| | | **INDIRECT COSTS** | | | | | |
| | | | | | | | |
| | | **TOTAL INDIRECT COSTS** | | | | | |
| | | | | | | | |
| | | | | | | | |
| | 1 | **TOTAL COSTS** | | $860,000 | | | $860,000 |

# CITY OF MILWAUKEE OPERATING GRANT BUDGET

NOTE: The highlighted cells include formulas to automatically total dollar amounts. If you insert additional rows, you may need to copy the formulas into the inserted rows. Make sure to check the formulas to ensure they are calculating the numbers correctly.

PROJECT/PROGRAM TITLE: 2009 UASI Grant - Planning

PROJECT/PROGRAM YEAR: 07-01-09 to 06/30/12

CONTACT PERSON: Mr. Steve Fronk X5062

| NUMBER OF POSITIONS | | | PAY | | | | |
|---|---|---|---|---|---|---|---|
| NEW | EXISTING | LINE DESCRIPTION | RANGE/ UNITS | GRANTOR SHARE | IN-KIND SHARE | CASH MATCH A/C # | TOTAL |
| | | **PERSONNEL COSTS** | | | | | |
| | 1 | **Homeland Security Director** | 12 | $106,200 | | | $106,200 |
| | 1 | **Grant and Fiscal Manager** | 6 | $57,820 | | | $57,820 |
| | | **TOTAL PERSONNEL COSTS** | | $164,020 | | | $164,020 |
| | | | | | | | |
| | | **FRINGE BENEFITS - 41%** | | | | | |
| | | **Homeland Security Director** | | $73,800 | | | $73,800 |
| | | **Grant and Fiscal Manager** | | $40,180 | | | $40,180 |
| | | **TOTAL FRINGE BENEFITS** | | $113,980 | | | $113,980 |
| | | | | | | | |
| | | **OPERATING EXPENDITURES** | | | | | |
| | | **UASI Management and Administration** | | $20,000 | | | $20,000 |
| | | **TOTAL OPERATING EXPENDITURES** | | $20,000 | | | $20,000 |
| | | | | | | | |
| | | **EQUIPMENT** | | | | | |
| | | | | | | | |
| | | **TOTAL EQUIPMENT** | | | | | |
| | | | | | | | |
| | | **INDIRECT COSTS** | | | | | |
| | | | | | | | |
| | | **TOTAL INDIRECT COSTS** | | | | | |
| | | | | | | | |
| | | | | | | | |
| | 2 | **TOTAL COSTS** | | $298,000 | | | $298,000 |

# CITY OF MILWAUKEE OPERATING GRANT BUDGET

NOTE: The highlighted cells include formulas to automatically total dollar amounts. If you insert additional rows, you may need to copy the formulas into the inserted rows. Make sure to check the formulas to ensure they are calculating the numbers correctly.

PROJECT/PROGRAM TITLE: 2009 UASI Grant - Police

PROJECT/PROGRAM YEAR: 07-01-09 to 06/30/12

CONTACT PERSON: Mr. Steve Fronk X5062

| NUMBER OF POSITIONS | | | PAY | | | | |
|---|---|---|---|---|---|---|---|
| NEW | EXISTING | LINE DESCRIPTION | RANGE/ UNITS | GRANTOR SHARE | IN-KIND SHARE | CASH MATCH A/C # | TOTAL |
| | | **PERSONNEL COSTS** | | | | | |
| | 1 | **Preparedness Coordinator (Admin Lieutenant)** | | $115,600 | | | $115,600 |
| | 1 | **Intelligence Fusion Center Coordinator (Lieutenant of Detectives)** | | $88,400 | | | $88,400 |
| | 2 | **Intelligence Analysts (Police Officer)** | | $149,600 | | | $149,600 |
| | | **TOTAL PERSONNEL COSTS** | | $353,600 | | | $353,600 |
| | | | | | | | |
| | | **FRINGE BENEFITS - 34%** | | | | | |
| | | **Preparedness Coordinator (Admin Lieutenant)** | | $54,400 | | | $54,400 |
| | | **Intelligence Fusion Center Coordinator (Lieutenant of Detectives)** | | $41,600 | | | $41,600 |
| | | **Intelligence Analysts (Police Officer)** | | $70,400 | | | $70,400 |
| | | **TOTAL FRINGE BENEFITS** | | $166,400 | | | $166,400 |
| | | | | | | | |
| | | **OPERATING EXPENDITURES** | | | | | |
| | | **Intelligence Fusion Training** | | $60,000 | | | $60,000 |
| | | **TOTAL OPERATING EXPENDITURES** | | $60,000 | | | $60,000 |
| | | | | | | | |
| | | **EQUIPMENT** | | | | | |
| | | **Real Time Information Center Equipment** | | $300,000 | | | $300,000 |
| | | **Fusion Center Computer Licenses and Software** | | $40,000 | | | $40,000 |
| | | **TOTAL EQUIPMENT** | | $340,000 | | | $340,000 |
| | | | | | | | |
| | | **INDIRECT COSTS** | | | | | |
| | | | | | | | |
| | | **TOTAL INDIRECT COSTS** | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | 4 | **TOTAL COSTS** | | $920,000 | | | $920,000 |

# CITY OF MILWAUKEE OPERATING GRANT BUDGET

NOTE: The highlighted cells include formulas to automatically total dollar amounts. If you insert additional rows, you may need to copy the formulas into the inserted rows. Make sure to check the formulas to ensure they are calculating the numbers correctly.

PROJECT/PROGRAM TITLE: 2009 UASI Grant - Health

PROJECT/PROGRAM YEAR: 07-01-09 to 06/30/12

CONTACT PERSON: Mr. Steve Fronk X5062

| NUMBER OF POSITIONS | | | PAY | | | | |
|---|---|---|---|---|---|---|---|
| NEW | EXISTING | LINE DESCRIPTION | RANGE/ UNITS | GRANTOR SHARE | IN-KIND SHARE | CASH MATCH A/C # | TOTAL |
| | | **PERSONNEL COSTS** | | | | | |
| | | | | | | | |
| | | **TOTAL PERSONNEL COSTS** | | | | | |
| | | | | | | | |
| | | **FRINGE BENEFITS** | | | | | |
| | | | | | | | |
| | | **TOTAL FRINGE BENEFITS** | | | | | |
| | | | | | | | |
| | | **OPERATING EXPENDITURES** | | | | | |
| | | | | | | | |
| | | **TOTAL OPERATING EXPENDITURES** | | | | | |
| | | | | | | | |
| | | **EQUIPMENT** | | | | | |
| | | **Real Time Disease Surveillance Equipment** | | $100,000 | | | $100,000 |
| | | **Lab Equipment and Upgrades** | | $200,000 | | | $200,000 |
| | | **TOTAL EQUIPMENT** | | $300,000 | | | $300,000 |
| | | | | | | | |
| | | **INDIRECT COSTS** | | | | | |
| | | | | | | | |
| | | **TOTAL INDIRECT COSTS** | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | **TOTAL COSTS** | | $300,000 | | | $300,000 |

# GRANT ANALYSIS FORM
# OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS

Department/Division: Office of Homeland Security

Contact Person & Phone No: Steven Fronk

Category of Request

- ☒ New Grant
- ☐ Grant Continuation — Previous Council File No. _____
- ☐ Change in Previously Approved Grant — Previous Council File No. _____

Project/Program Title: FY2009 Urban Area Security Initiative Program Grant

Grantor Agency: U.S. Department of Homeland Security through the State of Wisconsin, Office of Justice Assistance

Grant Application Date: N/A Anticipated Award Date: 07/01/2009

1. Description of Grant Project/Program (Include Target Locations and Populations):

   The grant will be used to enhance the security and overall preparedness of the Milwaukee Urban Area to prevent, respond to and recover from acts of terrorism and other critical incidents in a multi-jurisdictional, multi-disciplinary manner.

2. Relationship to City-Wide Strategic Goals and Departmental Objectives:
   Public Safety

3. Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):
   N/A

4. Results Measurement/Progress Report (Applies only to Programs):
   N/A

5. Grant Period, Timetable and Program Phase-Out Plan:
   07/01/2009 to 06/30/2012

6. Provide a list of Subgrantees:
   N/A

7 If Possible, complete Grant Budget Form and attach to back.

**NOTICES SENT TO FOR FILE 090983:**

| NAME | ADDRESS | DATE NOTICE SENT | | |
|---|---|---|---|---|
| Steve Fronk | FPC | 12/3/09 | | |
| | | | | |
| | | | | |
| | |

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 090871 **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 relative to application, acceptance and funding of an Office of Community Policing Services Child Sexual Predator Program 2009-11 grant. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | CRIME PREVENTION, FEDERAL GRANTS, POLICE DEPARTMENT | | |
| **Attachments:** | Grant Analysis Form, Fiscal Note, Grant Budget Form, Fiscal Analysis, Hearing Notice List, Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 11/3/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 11/4/2009 | 0 | PUBLIC SAFETY COMMITTEE | HEARING NOTICES SENT | | |
| 11/19/2009 | 0 | PUBLIC SAFETY COMMITTEE | RECOMMENDED FOR ADOPTION AND ASSIGNED TO | Pass | 5:0 |
| 12/9/2009 | 0 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |



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**Number:**
090871
**Version:**
ORIGINAL

**Sponsor:**
THE CHAIR

**Title:**
Resolution relative to application, acceptance and funding of an Office of Community Policing Services Child Sexual Predator Program 2009-11 grant.

**Analysis:**
This resolution authorizes the Milwaukee Police Department to apply for, accept and fund a Community Policing Services (COPS) Sexual Predator Program grant from the U.S. Department of Justice, Office of Community Oriented Policing Services in the amount of $400,341. The purpose of this program is to work with the community and community partners to analyze, assess and assist in protecting children from abuse and to provide resources for healing along with keeping up with technological advances that assists in tracking and catching child sexual predators. This grant also funds a Data Base Specialist position.

**Body:**
Whereas, Under the terms of CFDA #16.710, the City of Milwaukee appears to be eligible for grant funds from the U.S. Department of Justice, Office of Community Oriented Policing Services in the amount of $400,341; and

Whereas, The operation of this grant project from September 1, 2009 through August 31, 2011 would cost $400,341 of which 100% would be provided by the grantor; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Police Department shall accept this grant without further approval unless the terms of this grant change as indicated in Section 304-81, Milwaukee Code of Ordinances; and, be it

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant Parent of the 2009 Special Revenue-Grant and Aid Projects, the following amounts for the project titled "COPS Child Sexual Predator Program 2009-11 Grant":

| Project/Grant | Fund | Org | Program | BY | Subclass | ACCT |
|---|---|---|---|---|---|---|
| GR0000900000 | 0150 | 9990 | 0001 | 0000 | R999 | 000600 |

| Project | Amount |
|---|---|
| Grantor Share | $400,341 |

2. Create the necessary Grant and Aid Project/Grant and Project/Grant levels; budget against these Project/Grant values the amount required under the grant agreement;

3. Establish the necessary City Share Project Values; and, be it



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Further Resolved, That these funds are budgeted for the Milwaukee Police Department which is authorized to:

1. Expend from the amount budgeted for specified purposes as indicated in the grant budget and incur costs consistent with the award date.

2. Transfer funds within the project budget as long as the amount expended for each specific purpose does not exceed the amount authorized by the budget by 10 percent.

3. Enter into contracts as detailed in the grant budget; and be it

Further resolved, That the 2009 Positions Ordinance be amended as follows:

Add
Footnote(W)
Police Department
Operations Decision Unit
Criminal Investigation Bureau
(1)Data Base Specialist/Analyst
(W)COPS Child Sexual Predator Grant. Position authority to expire 8/31/11 unless the COPS Child Sexual Predator Grant funding is extended.

**Drafter:**
Milwaukee Police Department
VLJ:klb
10/28/09



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# GRANT ANALYSIS FORM
# OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS

**Department/Division:** *Milwaukee Police Department*

**Contact Person & Phone No:** ***Barb Butler 414-935-7452***

**Category of Request**

☒ **New Grant**

☐ **Grant Continuation** — **Previous Council File No.**

☐ **Change in Previously Approved Grant** — **Previous Council File No.**

**Project/Program Title:** ***(COPS) Child Sexual Predator Program 2009-11*** *Grant*

**Grantor Agency***: U.S. Department of Justice, Office of Community Oriented Policing Services*

**Grant Application Date:** *N/A* **Anticipated Award Date:** Received 10/16/09

**Please provide the following information:**

**1. Description of Grant Project/Program (Include Target Locations and Populations):**

*The purpose of this program is to work with the community and community partners to analyze, assess and assist in protecting children from abuse and to provide resources for healing along with keeping up with technological advances that assist in tracking and catching child sexual predators.*

**2. Relationship to City-wide Strategic Goals and Departmental Objectives:**

*Enhance the quality of life for its citizens.*

**3. Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):**

*N/A*

**4. Results Measurement/Progress Report (Applies only to Programs):**

*N/A*

**5. Grant Period, Timetable and Program Phase-out Plan:**

*9/1/2009 to 8/31/2011*

**6. Provide a List of Subgrantees:**

*N/A*

**7. If Possible, Complete Grant Budget Form and Attach.**

# CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV.6/86)
Ref: GEN\FISCALNT.MST

**A) DATE:** ***October 22,*** **2009**

**FILE NUMBER:**
[X] **Original Fiscal Note** **Substitute**

**SUBJECT: COPS Child Sexual Predator Program 2009-11 Grant**

**B) SUBMITTED BY** (name/title/dept./ext.): Barbara Butler, Budget Manager Police Department, 935-7452

**C) CHECK ONE:** [X] 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)
[X] GRANT & AID ACCOUNTS (G & AA)
[ ] OTHER (SPECIFY)

| E) PURPOSE | SPECIFY TYPE/USE | ACCOUNT | EXPENDITURE | REVENU | SAVINGS |
|---|---|---|---|---|---|
| **OVERTIME:** | | | **166,341** | **166,341** | |
| SALARIES | | | **80,137** | **80,137** | |
| FRINGES | | | **32,857** | **32,857** | |
| **SUPPLIES:** | | | **2,532** | **2,532** | |
| | | | | | |
| | | | | | |
| **EQUIPMENT:** | | | **65,545** | **65,545** | |
| | | | | | |
| **CONTRACTS:** | | | **33,829** | **33,829** | |
| | | | | | |
| **OTHER:** | | | **19,100** | **19,100** | |
| | | | | | |
| | | | | | |
| **TOTALS** | | | **400,341** | **400,341** | |
| | | | | | |

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

| | | |
|---|---|---|
| 1-3 YEARS | 3-5 YEARS | |
| 1-3 YEARS | 3-5 YEARS | |
| 1-3 YEARS | 3-5 YEARS | |

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

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

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

# CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: COPS Child Sexual Predator Program 2009-11 Grant PROJECT/PROGRAM YEAR: 9/1/2009 to 8/31/2011
CONTACT PERSON: BARB BUTLER, MPD Budget Manager

| NUMBER OF POSITIONS NEW | NUMBER OF POSITIONS EXISTING | LINE DESCRIPTION | PAY RANGE NO. | GRANTOR SHARE | IN-KIND SHARE | CASH MATCH A/C # | TOTAL |
|---|---|---|---|---|---|---|---|
| | | **PERSONNEL COSTS** | | | | | |
| | | OVERTIME | | 166,341 | | | 166,341 |
| 1 | | Data Base Specialist | 534 | 80,137 | | | 80,137 |
| | | **TOTAL PERSONNEL COSTS** | | **$246,478** | | | **$246,478** |
| | | **BENEFITS** | | | | | |
| | | Fringe Benefits | | 32,857 | | | 32,857 |
| | | TOTAL FRINGE BENEFITS COSTS | | $32,857 | | | $32,857 |
| | | **EQUIPMENT** | | | | | |
| | | Color Printer | | 900 | | | 900 |
| | | Rock Mounted Active Director Server 2 @ 5,000 | | 10,000 | | | 10,000 |
| | | Scanner | | 300 | | | 300 |
| | | Digital Intelligence-mcro FRED 8 @ 3,000 | | 24,000 | | | 24,000 |
| | | Dongle-Encase forensics/Catalyst 375OG-48TS | | 16,845 | | | 16,845 |
| | | Toughbook Laptop Computers 3 @ 4,500 | | 13,500 | | | 13,500 |
| | | **TOTAL EQUIPMENT** | | **$65,545** | | | **$65,545** |
| | | **SERVICES** | | | | | |
| | | Travel / Training | | 19,100 | | | 19,100 |
| | | **TOTAL SERVICES** | | **$19,100** | | | **$19,100** |
| | | **CONTRACTS** | | | | | |
| | | Law Enforcement Overtime State of Wis. Dept. of Criminal Investigation | | 33,829 | | | 33,829 |

| NUMBER OF POSITIONS | | LINE DESCRIPTION | PAY RANGE NO. | GRANTOR SHARE | IN-KIND SHARE | CASH MATCH A/C # | TOTAL |
|---|---|---|---|---|---|---|---|
| NEW | EXISTING | | | | | | |
| | | **TOTAL CONTACT** | | $33,829 | | | $33,829 |
| | | **OTHER SUPPLIES**<br><br>Anti Static Mats<br>2 @ 1,266 | | 2,532 | | | 2,532 |
| | | **TOTAL SUPPLIES** | | **$2,532** | | | **$2,532** |
| | | **TOTAL COSTS:** | | **$400,341** | | | **$400,341** |

**LRB – RESEARCH AND ANALYSIS SECTION**

**PUBLIC SAFETY COMMITTEE NOVEMBER 19, 2009**
**FILE #090871**

**File #090871 authorizes the Milwaukee Police Department to apply for, accept and fund a COPS Child Sexual Predator Program Grant in the amount of $400,371 through the United States Department of Justice. Proceeds from this 2-year, 100% donor funded grant will facilitate participation in a multi-jurisdictional Milwaukee Area Child Sexual Predator Task Force, with monies specifically directed to the salary and fringe benefits of a Data Base Specialist position, police overtime, equipment and technology, and investigative travel/training costs.**

## BACKGROUND

A recent analysis of Wisconsin's 10 Eastern District counties conducted by the United States Marshall Service indicated that Milwaukee County is home to 43% of all registered sex offenders, 41% of all compliant sex offenders and 69% of all non-compliant sex offenders. The analysis concluded that the vast majority of non-compliant sex offenders reside in Milwaukee County. According to the MPD, there are 1,700 registered sex offenders in the Milwaukee Metro Area.

Conceived by the MPD, the Milwaukee Area Child Sexual Predator Task Force will be an integrated, proactive, multi-jurisdictional and multi-disciplinary law enforcement program to identify, arrest, and prosecute unregistered child sex offenders in the Milwaukee area. The Task Force will be comprised of the MPD, the U.S. Attorney's Office for the Eastern District of Wisconsin, the U.S. Marshall Service for the Eastern District of Wisconsin, the Wisconsin Division of Criminal Investigation, and the Wisconsin Department of Corrections.

The Task Force will work collectively to monitor and manage sex offenders via verification checks, locate unregistered sex offenders, target and arrest non-compliant sex offenders, provide sex offender training to law enforcement agencies and the community, and seek out and arrest child sexual predators via the Internet.

## DISCUSSION

Proceeds from this grant, which covers the period September 1, 2009 through August 31, 2011, will facilitate operation of the Milwaukee Area Child Sexual Predator Task Force. The $400, 341 in grant proceeds will be directed as follows:

- ✓ $166,341 for MPD Sensitive Crimes Division overtime expended on child sexual offender registration, tracking, home visits, notifications, and arrest.
- ✓ $112,994 to fund the salary and fringe benefit costs of a Data Base Specialist/Analyst position for 2 years.
- ✓ $65,545 for various equipment and technology necessary for field tracking, investigative, forensic imaging and record keeping purposes.
- ✓ $33,829 for Wisconsin DCI law enforcement overtime.
- ✓ $19,100 for investigative travel, regional training and a COPS Kickoff Conference.
- ✓ $2,532 for anti-static mats necessary to safeguard from electronic components.

## FISCAL IMPACT

Acceptance of this grant requires no city share and has no impact on the tax levy. The 2009 Positions Ordinance shall be amended to include one Data Base Specialist/Analyst along with a footnote to reflect expiration of position authority on August 31, 2011 unless COPS Child Sexual Predator grant funding is extended.

cc: Marianne Walsh
W. Martin Morics
Judy Pal
Barbara Butler
John Ledvina

Prepared by:
Michael Talarczyk
Legislative Fiscal Analyst
286-8661
November 12, 2009

**NOTICES SENT TO FOR FILE 090871:**

| NAME | ADDRESS | DATE NOTICE SENT | | |
|---|---|---|---|---|
| Barb Butler | MPD | 11/4/09 | | |
| | | | | |
| | | | | |
| | |

**NOTICES SENT TO FOR FILE NUMBER: 090871**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Barbara Butler | MPD | 12/9/09 | | |
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# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 091075 **Version:** 0 | | |
| **Type:** | Communication | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | Communication from the Police Department relating to the 2010 Asset Forfeiture Plan. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | CRIME PREVENTION, DONATIONS, POLICE DEPARTMENT | | |
| **Attachments:** | Letter from the Chief, Hearing Notice List, Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/3/2009 | 0 | PUBLIC SAFETY COMMITTEE | HEARING NOTICES SENT | | |
| 12/9/2009 | 0 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |
| 12/10/2009 | 0 | PUBLIC SAFETY COMMITTEE | | | |



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Number
091075
Version
ORIGINAL
Reference

Sponsor

Title
Communication from the Police Department relating to the 2010 Asset Forfeiture Plan.

Requestor
Police Department
Drafter
JJL
November 20, 2009
Communication2010AssetForf.rtf



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City of Milwaukee

Police Department

Edward A. Flynn
Chief of Police

December 7, 2009

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

RE: 2010 ASSET FORFEITURE PLAN – FILE #920252

Dear Council Members:

Pursuant to Common Council File #920252, the Milwaukee Police Department submits an annual report on anticipated receipt of federally seized forfeiture funds for the next calendar year, together with a plan that includes priorities for the expenditure of such funds.

As of December 4, 2009, the Asset Forfeiture account balance was $1,395,681.62. Cash receipts of the fund are subject to many variables, among them the uncertainty of whether the Department will receive funds, the exact share of any seized assets the Department will be awarded, and the effects of changes in the Federal guidelines for this program.

In order to enhance the safety of the community and enable the Police Department to increase its effectiveness and efficiency, this plan includes the following items. Historically, funding of these items has been based on the ever-changing needs of the Department throughout the fiscal year.

**1. Administrative Fees** **$10,000**

The U.S. Marshal's Office recovers its administrative expenses from the value of cash and assets seized. For cash awards, the Police Department receives an amount net of the federal government's legal costs and other expenses. However, the Police Department must make direct payments to offset expenses incurred in the seizure of vehicles or other non-monetary property. Payment of these fees allows continued participation in this program.

**2. Bicycle Patrol** **$10,000**

The bicycle program augments the beat program and park and walk programs. The bicycle program allows police officers to have closer contact with the public, engage in crime control and prevention activities and yet have the capability of quickly responding to emergency calls for service in the assigned patrol areas. These funds will provide replacement equipment for the bicycle patrol.

**3. Canine Unit** **$5,000**

This funds the food, medical care and boarding for three drug-interdiction canines. Without funding, the Department will be less effective in drug interdiction and subsequently less successful in its attempts to secure federally seized forfeiture funds.

**4. Cellular Phones** **$45,000**

These funds continue support for cellular telephones for field officers and investigative personnel assigned to field activities, permitting them to call citizens about service requests and investigations.

**5. In-Car Video Cameras** **$150,000**

In-car video cameras record pursuits, traffic stops and the rear passenger compartment of police vehicles. These funds will augment $100,000 of grant funding to equip additional police vehicles with cameras

**6. Tactical Equipment** **$120,000**

The Department's officers, including the Tactical Enforcement Unit, conduct high risk, potentially dangerous operations including search warrants, response to barricaded subjects, hostage rescue and other similar tasks. These funds will purchase supplies and equipment to prepare for these events and maximize officer safety in highly volatile and dangerous situations.

**7. Technology Services** **$136,000**

The department anticipates the need for additional funding in order to resolve information technology equipment and technical needs and complete various projects.

**8. Training** **$100,000**

Training and education increases police officers' effectiveness in their current assignments and prepares them for new assignments and increased responsibility.

This plan may be revised, pursuant to the provisions of Common Council File #920252, in the event of a change in the Department's needs or priorities.

Sincerely,

Edward A Flynn

EDWARD A. FLYNN
CHIEF OF POLICE

EAF: jjl

**NOTICES SENT TO FOR FILE 091075:**

| NAME | ADDRESS | DATE NOTICE SENT | | |
|---|---|---|---|---|
| John Ledvina | MPD | 12/3/09 | | |
| | | | | |
| | | | | |
| | |

**NOTICES SENT TO FOR FILE NUMBER: 091075**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| John Ledvina | MPD | 12/9/09 | | |
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# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 091074 **Version:** 1 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |

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

**Sponsors:** THE CHAIR

**Indexes:** CRIME PREVENTION, DONATIONS, FEDERAL GRANTS, POLICE DEPARTMENT

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

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/3/2009 | 0 | PUBLIC SAFETY COMMITTEE | HEARING NOTICES SENT | | |
| 12/8/2009 | 1 | CITY CLERK | DRAFT SUBMITTED | | |
| 12/9/2009 | 0 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |
| 12/10/2009 | 1 | PUBLIC SAFETY COMMITTEE | | | |



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Number
091074
Version
SUBSTITUTE 1
Reference

Sponsor
THE CHAIR

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

Analysis
This resolution authorizes $160,000 to fund items in accordance with the guidelines of the Asset Forfeiture Sharing Program.

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

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

Resolved, By the Common Council of the City of Milwaukee, that the City Comptroller is authorized to transfer up to $160,000 from the Police Department's Federal Forfeiture Trust Fund (Account Number 0678-3311-R999-2010-662201), to the contribution/revenue account entitled Federal Forfeiture Contribution Revenue (Account Number 0001-3311-2010-985012); and, be it

Further Resolved, That upon transfer of these funds, the City Comptroller is authorized and directed to transfer $160,000 from the Federal Forfeiture Revenue Contribution Account to the Police Department's budget as follows:

0001-3311-0001-DXXX-006300 $160,000

;and be it

Further Resolved, That all funds are to be expended to enhance law enforcement efforts in the City of Milwaukee in the following categories and corresponding amounts:

| CATEGORY | AMOUNT |
|---|---|
| Administrative Fees | $10,000 |
| Canine Unit | $5,000 |
| Cellular Phones | $45,000 |
| Training | $100,000 |
| Total | $160,000 |



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;and, be it

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

Further Resolved, That the balance in 2007 Asset Forfeiture Special Purpose Accounts (0001-3311-0001-D358-006300 and 0001-3311-0001-D358-006800) be transferred to the Asset Forfeiture Trust Account (0678-375102) prior to the end of the closing of 2009 as part of this resolution.

Requestor
Milwaukee Police Department

Drafter
JJL
12/07/2009



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City of Milwaukee

Police Department

Edward A. Flynn
Chief of Police

December 7, 2009

The Honorable Members of the Common Council
200 East Wells Street, Room 205
Milwaukee, WI 53202

RE: 2010 ASSET FORFEITURE EXPENDITURE RESOLUTION – FILE #920252

Dear Council Members:

This file requests Common Council authorization for the Milwaukee Police Department to expend $160,000 from its asset forfeiture funds. The following is an itemized description of the anticipated expenditures included in this resolution. These expenditures are in accordance with the guidelines of the Federal Asset Forfeiture Sharing Program. All of the items below were discussed in the 2010 Asset Forfeiture Plan. This resolution will leave approximately $1,235,682 in the Asset Forfeiture Trust Account.

**1. Administrative Fees** **$10,000**

The U.S. Marshall's Office recovers its administrative expenses from the value of cash and assets seized. For cash awards, the Police Department receives an amount net of the federal government's legal costs and other expenses. However, the Police Department must make direct payments to offset expenses incurred in the seizure of vehicles or other non-monetary property. Payment of these fees allows continued participation in this program.

**2. Canine Unit** **$5,000**

This funds the food, medical care and boarding for three drug-interdiction canines. Without funding, the Department will be less effective in drug interdiction and subsequently less successful in its attempts to secure federally seized forfeiture funds.

**3. Cellular Phones** **$45,000**

These funds continue support for cellular telephones for field officers and investigative personnel assigned to field activities, permitting them to call citizens about service requests and investigations.

**4. Training** **$100,000**

Training and education increases police officers' effectiveness in their current assignments and prepares them for new assignments and increased responsibility.

Sincerely,

Edward A. Flynn

EDWARD A. FLYNN
CHIEF OF POLICE

EAF: jjl

CC-170 (REV. 6/86)

# CITY OF MILWAUKEE FISCAL NOTE

**A) DATE** December 7, 2009 **FILE NUMBER:** 091074

Original Fiscal Note [X] Substitute [ ]

**SUBJECT:** Substitute Resolution Authorizing Expenditures from the Police Department's Asset Forfeiture Fund

**B) SUBMITTED BY (Name/title/dept./ext.):** John Ledvina, Finance and Planning Manager, MPD, 935-7495

**C) CHECK ONE:**
- [X] 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)
- [X] OTHER (SPECIFY)

| E) PURPOSE | SPECIFY TYPE/USE | ACCOUNT | EXPENDITURE | REVENUE | SAVINGS |
|---|---|---|---|---|---|
| **SALARIES/WAGES:** | | | | | |
| | | | | | |
| | | | | | |
| **SUPPLIES:** | | | | | |
| | | | | | |
| **MATERIALS:** | | | | | |
| | | | | | |
| **NEW EQUIPMENT:** | | | | | |
| | | | | | |
| **EQUIPMENT REPAIR:** | | | | | |
| | | | | | |
| **OTHER:** | 2010 Asset Forfeiture SPA | D3XX | $160,000 | | |
| | | | | | |
| | | | | | |
| **TOTALS** | | | $160,000 | | |

**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**.

| | | |
|---|---|---|
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |

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

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

Department letter includes additional explanation.

**PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE** [ ]

**NOTICES SENT TO FOR FILE 091074:**

| NAME | ADDRESS | DATE NOTICE SENT | | |
|---|---|---|---|---|
| John Ledvina | MPD | 12/3/09 | | |
| | | | | |
| | | | | |
| | |

**NOTICES SENT TO FOR FILE NUMBER: 091074**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| John Ledvina | MPD | 12/9/09 | | |
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# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 091001 **Version:** 1 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | Substitute resolution relative to the application, funding and expenditure of the Fetal Infant Mortality Review Grant from the City of Racine Health Department. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | GRANTS, HEALTH CARE, HEALTH DEPARTMENT | | |
| **Attachments:** | Fiscal Note, Grant Analysis.pdf, Operating Grant Budget.pdf, Fiscal Analysis.pdf, Hearing Notice List, Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/3/2009 | 0 | PUBLIC SAFETY COMMITTEE | HEARING NOTICES SENT | | |
| 12/9/2009 | 1 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |
| 12/10/2009 | 1 | PUBLIC SAFETY COMMITTEE | | | |



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**Number**
091001

**Version**
SUBSTITUTE 1

**Reference**

**Sponsor**
The Chair

**Title**
Substitute resolution relative to the application, funding and expenditure of the Fetal Infant Mortality Review Grant from the City of Racine Health Department.

**Analysis**
This resolution authorizes the Health Department to apply for, accept and fund the Fetal Infant Mortality Review Grant from the City of Racine Health Department in the amount of $12,340. The purpose of the project is to work towards the elimination of disparities in infant mortality in the southeast region and in Milwaukee.

**BODY:**
Whereas, The City of Milwaukee appears to be eligible for grant funds from the City of Racine Health Department to work towards the elimination of disparities in infant mortality in the southeast region and in Milwaukee; and

Whereas, The operation of this grant project from 11/1/09 to 12/31/10 would cost $12,340 entirely provided by the grantor; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that application to the City of Racine Health Department is authorized and the Health Department shall accept this grant without further approval unless the terms of the grant change as indicated in Milwaukee Code of Ordinances Section 304-81; and, be it

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant Parent of the 2009 Special Revenue-Grant and Aid Projects fund, the following amounts for the project titled Fetal Infant Review Mortality (FIMR) - City of Racine Grant:

| | |
|---|---|
| Project/Grant | GR0000900000 |
| Fund | 0150 |
| Org | 9990 |
| Program | 0001 |
| Budget Year | 0000 |
| Subclass | R999 |
| Account | 000600 |
| Project | Grantor Share |
| Amount | $12,340 |



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2. Create the necessary Special Revenue Fund - Grant and Aid Project/Grant and Project/Grant Levels; budget against these Project/Grant values the amounts required under the grant agreement; and be it

Further Resolved, That these funds are budgeted to the Health Department which is authorized to:

1. Expend from the amount budgeted for specified purposes as indicated in the grant budget and incur costs consistent with the award date; and, be it

2. Enter into subcontracts and leases as detailed in the grant budget; and

3. Expend from the 2009 grant budget funds for training and out-of-town travel by departmental staff.

Further Resolved, That the Common Council directs that the 2009 Positions Ordinance C.C. File Number 080522 and the 2010 Positions Ordinance C.C. File Number 090458, should be amended as follows:

Under

Health Department
Family and Community Health Services Division
Maternal & Child Health Epidemiology Section

ADD:
Health Project Assistant (X)(H)

Add footnote (H) as follows:

(H) To expire 12/31/10 unless the Fetal Infant Mortality Review Grant from the City of Racine Health Department is extended; and

**Requestor**
HEALTH DEPARTMENT

**Drafter**
YMR
12/4/2009
FIMR-Racine 2010 res



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CC-170 (REV. 6/86)

# CITY OF MILWAUKEE FISCAL NOTE

**A) DATE** December 4, 2009 **FILE NUMBER:** 091001

Original Fiscal Note [X] Substitute [ ]

**SUBJECT:** Substitute resolution relative to the application, funding and expenditure of the Fetal Infant Mortality Review Grant from the City of Racine Health Department.

**B) SUBMITTED BY (Name/title/dept./ext.):** Yvette M. Rowe, Business Operations Manager, X3997

**C) CHECK ONE:**

- [X] 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)
- [X] 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:** | | | $12,340 | $12,340 | |
| | | | | | |
| | | | | | |
| **TOTALS** | | | $12,340 | $12,340 | |

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

| | | |
|---|---|---|
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |

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

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

**PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE** [ ]

# GRANT ANALYSIS FORM
# OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS

**Department/Division:** Health

**Contact Person & Phone No:** **Eric Gass, PhD** **286-2903**

**Category of Request**

ΓΞ **New Grant**

Γ **Grant Continuation** **Previous Council File No.**

Γ **Change in Previously Approved Grant** **Previous Council File No.**

**Project/Program Title:** **Fetal Infant Mortality Review – City of Racine**

**Grantor Agency:** **City of Racine Health Department**

**Grant Application Date:** November 2009 **Anticipated Award Date:** November, 2009

**Please provide the following information:**

**1. Description of Grant Project/Program (Include Target Locations and Populations):**
The City of Milwaukee Health Department has received $12,340 to begin the process of a regional Fetal Infant Mortality Review (FIMR) through the establishment of a Racine FIMR project. City of Milwaukee Health Department personnel have extensive experience in and the administrative background necessary to being Racine's FIMR process. We have been asked to facilitate the duplication of the Milwaukee FIMR model in Racine.

**2. Relationship to City-wide Strategic Goals and Departmental Objectives:**

The purpose of this $12,340 grant is for the establishment of a regional FIMR process beginning with an expansion to the City and County of Racine. This grant works towards the elimination of disparities in infant mortality in the southeast region and in Milwaukee. It is hoped that prevention opportunities seen through the investigation of Racine infant deaths and stillbirths can be used in Milwaukee. This grant may be renewable.

**3. Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):**

The City of Milwaukee's FIMR project cannot continue to operate without additional grant money.

**4. Results Measurement/Progress Report (Applies only to Programs):**

One report is required, due January 31, 2010 and reporting on the elements of the project described below.

**5. Grant Period, Timetable and Program Phase-out Plan:**
**Upon contract confirmation**

1. Meet / make arrangements with City of Racine Health Department officials to determine scope of FIMR project and obtain SPHERE access.
2. Subcontract with City of Milwaukee FIMR Principal Investigator
3. Write IRB application(s).
4. Create Memorandum of Understanding (MOU) with Bureau of Research and Policy, State of Wisconsin, for stillbirth records access and coordination of medical record access.
5. Meet / make arrangements with Racine County Register of Deeds for access to infant death records.
6. Meet / make arrangements with Racine Department of Administration re: Mapping
7. Meet with hospital MCH / medical records personnel
8. Meet with all county coroners / medical examiners
9. If appropriate, meet with local police
10. Meet with existing Child Death Review teams\
    a. coordination with Children's Health Alliance
    b. Case Review Team differences
11. Database creation in anticipation of 2010 start of abstraction of 2009 fetal and infant deaths.
12. Narrative to complete 2009 GAC objective.

**6. Provide a List of Subgrantees:**

**Medical College of Wisconsin for Dr. Emmanuel Ngui as Principal Investigator**

**7. If Possible, Complete Grant Budget Form and Attach to Back.**

# CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: Fetal Infant Mortality Review - City of Racine Grant PROJECT/PROGRAM YEAR: 11/1/2009-12/31/2010

CONTACT PERSON: Eric Gass, PhD, X2903

| NUMBER OF POSITIONS | | | PAY | | | | |
|---|---|---|---|---|---|---|---|
| NEW | EXISTING | LINE DESCRIPTION | RANGE NO. | GRANTOR SHARE | IN-KIND SHARE | CASH MATCH A/C # | TOTAL |
| | | **PERSONNEL COSTS** | | | | | |
| | 1.0 | Health Project Assistant (X)(H) | 530 | 7,747 | | | 7,747 |
| | | | | | | | 0 |
| | | **TOTAL PERSONNEL COSTS** | | 7,747 | 0 | 0 | 7,747 |
| | | | | | | | |
| | | **FRINGE BENEFITS** | | | | | |
| | | 42% Fringe Benefit Rate | | 3,253 | | | 3,253 |
| | | **TOTAL FRINGE BENEFITS** | | 3,253 | 0 | 0 | 3,253 |
| | | | | | | | |
| | | **SUPPLIES AND MATERIALS** | | | | | |
| | | | | | | | 0 |
| | | | | | | | 0 |
| | | **TOTAL SUPPLIES AND MATERIALS** | | 0 | 0 | 0 | 0 |
| | | | | | | | |
| | | **SERVICES** | | | | | |
| | | | | | | | 0 |
| | | **TOTAL SERVICES** | | 0 | 0 | 0 | 0 |
| | | | | | | | |
| | | **CONTRACTUAL SERVICES** | | | | | |
| | | Consultant | | 1,340 | | | 1,340 |
| | | **TOTAL CONTRACTUAL SERVICES** | | 1,340 | 0 | 0 | 1,340 |
| | | | | | | | |
| | | **TOTAL COSTS** | | 12,340 | 0 | 0 | 12,340 |

**LRB-RESEARCH AND ANALYSIS SECTION**

**PUBLIC SAFETY COMMITTEE DECEMBER 10, 2009 ITEM 6, FILE # 091001**

**File # 091001 is a resolution relating to the application, funding and expenditure of the Fetal Infant Mortality Review (FIMR) Grant from the City of Racine.**

## Background

1. This resolution authorizes new funding for Fetal Infant Mortality Review (FIMR) activities.

2. Milwaukee Fetal Infant Mortality Review was funded for a four-year period ending in May, 2009, by grant awards from the U.S. Health Resources and Services Administration and the Black Health Coalition. A summary of activities and findings is attached to Common Council Resolution File # 080019.

3. Based upon the experience obtained by the City of Milwaukee Health Department in implementing the Milwaukee FIMR program, the City of Racine Health Department has requested the Milwaukee Health Department to assist in developing and implementing its own FIMR program.

4. Causes of death classified and examined in FIMR review include:

    - Prematurity
    - Congenital
    - SIDS/SUDI (Sudden Unexplained Death in Infancy)
    - Infection
    - Mechanical or Positional Asphyxiation
    - Homicide

5. Information and analysis of FIMR data are used by social service, health and other agencies to develop and evaluate strategies for intervention to reduce infant and fetal deaths.

6. The expansion of FIMR activities to include the City of Racine may lay the groundwork for a more comprehensive regional system in Southeastern Wisconsin.

## Discussion

1. The proposed grant award is $12,340, entirely grantor share, for activities conducted over a 14-month period from November 1, 2009, to December 31, 2010.

2. The proposed budget for these funds is as follows:

| | | |
|---|---|---|
| **Personnel** | | |
| Health Project Assistant (530) | | $ 7,747 |
| **Fringe (41%)** | | 3,253 |
| **Consultant Services** | | 1,340 |
| | **TOTAL** | **$ 12,340** |

3. Consultant Services cover costs of the Principal Investigator, Dr. Emmanuel Ngui, at the Medical College of Wisconsin.

4. The resolution in File #091001 authorizes the City Comptroller to commit $12,340 grantor share funds within the Project/Grant Parent of the 2009 Special Revenue-Grant and Aid Projects Fund and to create appropriate Special Revenue Fund-Grant and Aid Project/Grant and Project /Grant levels.

7. The resolution further authorizes the Health Department, consistent with the terms of the grant, to: expend from these budgeted amounts; enter into subcontracts and leases; to expend 2009 budgeted grants for equipment deemed necessary to the operation of the program; and to expend funds for training and out-of-town travel of departmental staff from the grant funds in 2009.

**Fiscal Impact**

1. The proposed $12,340 in non-O&M funding will support continuation of activities and services that would not be provided absent such funding.

2. There is no impact on the tax levy.

Prepared by: Richard L. Withers
LRB-Research and Analysis Section
December 7, 2009

Cc: Marianne C. Walsh
W. Martin Morics
Bevan Baker
Eric Gass
Raquel Filmanowitz
Yvette Rowe

**NOTICES SENT TO FOR FILE 091001:**

| NAME | ADDRESS | DATE NOTICE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/3/09 | | |
| | | | | |
| | | | | |
| | |

**NOTICES SENT TO FOR FILE NUMBER: 091001**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/9/09 | | |
| | | | | |
| | | | | |
| | |

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 091002 **Version:** 1 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |

**Title:** Substitute resolution relative to the application, acceptance and funding of the 2010 Wisconsin Well Women's Program (WWWP) - Breast and Cervical Cancer Control Coordination Grant from the State of Wisconsin Department of Health Services.

**Sponsors:** THE CHAIR

**Indexes:** HEALTH CARE, HEALTH DEPARTMENT, STATE GRANTS

**Attachments:** Fiscal Note.pdf, Grant Analysis.pdf, Operating Grant Budget.pdf, Fiscal Analysis.pdf, Hearing Notice List, Hearing Notice List

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/3/2009 | 0 | PUBLIC SAFETY COMMITTEE | HEARING NOTICES SENT | | |
| 12/9/2009 | 1 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |
| 12/10/2009 | 1 | PUBLIC SAFETY COMMITTEE | | | |



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**Number**
091002

**Version**
SUBSTITUTE 1

**Reference**

**Sponsor**
The Chair

**Title**
Substitute resolution relative to the application, acceptance and funding of the 2010 Wisconsin Well Women's Program (WWWP) - Breast and Cervical Cancer Control Coordination Grant from the State of Wisconsin Department of Health Services.

**Analysis**
This resolution authorizes the Health Department to apply for, accept and fund the 2010 Wisconsin Well Women's Program (WWWP) - Breast and Cervical Cancer Control Coordination Grant from the Wisconsin Department of Health Services in the amount of $142,913. The purpose of the contract is to provide the screening services and case management of high risk clients that are screened in the program.

**Body**
Whereas, The City of Milwaukee appears to be eligible for grant funds from the Wisconsin Department of Health for the 2010 Wisconsin Well Women's Program (WWWP) - Breast and Cervical Cancer Control Coordination Grant; and

Whereas, The operation of this grant project from 01/01/10 to 12/31/10 would cost $142,913 entirely provided by the grantor; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that application to the Wisconsin Department of Health Services is authorized and the Health Department shall accept this grant without further approval unless the terms of the grant change as indicated in Milwaukee Code of Ordinances Section 304-81; and, be it

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant Parent of the 2010 Special Revenue-Grant and Aid Projects Fund, the following amounts for the project titled 2010 Wisconsin Well Women's Program (WWWP) - Breast and Cervical Cancer Control Coordination Grant:

| | |
|---|---|
| Project/Grant | GR0001000000 |
| Fund | 0150 |
| Org | 9990 |
| Program | 0001 |
| Budget Year | 0000 |
| Subclass | R999 |
| Account | 000600 |



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| Project Amount | Grantor Share $142,913 |
|---|---|

2. Create the necessary Special Revenue Fund - Grant and Aid Project/Grant and Project/Grant Levels; budget against these Project/Grant values the amount required under the grant agreement;

3. Establish the necessary City Share Project Values; and, be it

Further Resolved, That these funds are budgeted to the Health Department which is authorized to:

1. Expend from the amount budgeted sums for specified purposes as indicated in the grant budget and incur costs consistent with the award date;

2. Expend from the 2010 grant budget funds for specific items of equipment;

3. Expend from the 2010 grant budget funds for training and out-of-town travel by departmental staff;

4. Enter into subcontracts as detailed in the grant budget; and, be it

Further Resolved, That the Common Council directs that the 2010 Positions Ordinance, C.C. File 090458, should be amended as follows:

Under

HEALTH DEPARTMENT

Amend footnote (KK) as follows:

To expire 12/31/10 unless the Wisconsin Well Women's Program (WWWP) - Breast and Cervical Cancer Control Coordination Grant is extended.

**Requestor**
Health Department

**Drafter**
YMR
12-04-10
BCAP WWWP 2010 RES-TITLE

Technical correction made 12/9/09 - LME



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CC-170 (REV. 6/86)

# CITY OF MILWAUKEE FISCAL NOTE

**A) DATE** December 4, 2009 **FILE NUMBER:** 091002

Original Fiscal Note [X] Substitute [ ]

**SUBJECT:** Substitute resolution relative to the application, acceptance and funding of the 2010 Wisconsin Well Women's Program (WWWP) - Breast and Cervical Cancer Control Coordination Grant from the State of Wisconsin Department of Health Services.

**B) SUBMITTED BY (Name/title/dept./ext.):** Yvette M. Rowe, Business Operations Manager, X3997

**C) CHECK ONE:**

- [X] 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)
- [X] 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:** | | | $142,913 | $142,913 | |
| | | | | | |
| | | | | | |
| **TOTALS** | | | $142,913 | $142,913 | |
| | | | | | |

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

| | | |
|---|---|---|
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |

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

Expenditures above include the amount of $430,303 of city share.

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

**PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE** [ ]

# GRANT ANALYSIS FORM
# OPERATING & CAPITAL GRANT PROJECTS

**Department/Division:** Health Department

**Contact Person & Phone No:** Lisa Phillips, X8891

**Category of Request**

☐ **New Grant**

☒ **Grant Continuation**

☐ **Change in Previously Approved Grant**

**Previous Council File No.** 081093

**Previous Council File No.**

**Project Title:** Wisconsin Well Women's Program (WWWP) – Breast and Cervical Cancer Control Coordination Grant

**Grantor Agency:** Wisconsin Department of Health Services

**Grant Application Date:** N/A-Continuation **Anticipated Award Date: January 1, 2010**

**Please provide the following information:**

**1. Description of Grant Program/Project (Include Target Locations and Populations):**

As the coordinating agency for the **Wisconsin Well Woman's Program (WWWP)** these funds will be used in the management and support of WWWP providers in the City of Milwaukee. These funds will be used in part to provide the screening services and to case manage high-risk clients that are screened in the program.

**2. Relationship to Citywide Strategic Goals and Departmental Objectives:**

This program relates to the City-wide goal to enhance the health and well-being or Milwaukee residents by improving access to preventive health care; promote healthy behaviors; assure safe and healthy homes, businesses and neighborhoods; reduce racial and ethnic health disparities; and improve the quality of healthcare information and coordination of services.

**3. Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):**

This grant funds positions and services needed to sufficiently administer the Milwaukee Breast and Cervical Cancer Program. Community-wide, these grants work to improve the health of Milwaukee's citizens.

**4. Results Measurement/Progress Report (Applies only to Programs):**

Outcome measurements are included as an addendum to the contract issued by the State.

**5. Grant Period, Timetable and Program Phase-out Plan:**

The grant period for the Consolidated Contract is January 1, 2010 through December 31, 2010.

If funding was not received, the positions paid by this contract would be eliminated and the ability of the Health Department to provide these services would be greatly diminished.

**6. If Possible, Complete Grant Budget Form and Attach to Back.**

See attachments.

# CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: WWWP - Breast and Cervical Cancer Control Coord. Grant
PROJECT/PROGRAM YEAR: 2010
CONTACT PERSON: Lisa Phillips, X8891

| NUMBER OF POSITIONS | | | PAY | | | | |
|---|---|---|---|---|---|---|---|
| NEW | EXISTING | LINE DESCRIPTION | RANGE NO. | GRANTOR SHARE | IN-KIND SHARE | CASH MATCH A/C # | TOTAL |
| | | **PERSONNEL COSTS** | | | | | |
| | 1 | Public Health Nurse (X) (G) (KK) (GG) (LL) | 666 | 5,710 | | | 5,710 |
| | | **TOTAL PERSONNEL COSTS** | | **5,710** | | | **5,710** |
| | | **FRINGE BENEFITS** | | | | | |
| | | 41% | | 2,341 | | | 2,341 |
| | | **TOTAL FRINGE BENEFITS** | | **2,341** | | | **2,341** |
| | | | | | | | |
| | | **SUPPLIES AND MATERIALS** | | | | | |
| | | Office Supplies | | 500 | | | 500 |
| | | Outreach Supplies | | 474 | | | 474 |
| | | Medical Supplies | | 1,000 | | | 1,000 |
| | | **TOTAL SUPPLIES AND MATERIALS** | | **1,974** | | | **1,974** |
| | | | | | | | |
| | | **SERVICES** | | | | | |
| | | Education and Outreach | | 1,000 | | | 2,000 |
| | | Cad System Charges | | 1,000 | | | 1,000 |
| | | **TOTAL SERVICES** | | **3,000** | | | **3,000** |
| | | | | | | | |
| | | **CONTRACTUAL SERVICES** | | | | | |
| | | Contract with Milwaukee Health Services for Case Management | | 129,888 | | | 129,888 |
| | | **TOTAL CONTRACTUAL SERVICES** | | **129,888** | | | **129,888** |
| | | | | | | | |
| | | **TOTAL COSTS** | | **142,913** | | | **142,913** |

**LRB- RESEARCH AND ANALYSIS SECTION**

**PUBLIC SAFETY COMMITTEE DECEMBER 10, 2009 ITEM 7, FILE # 091002**

**File # 091002 is a resolution relative to the application, acceptance and funding of the Milwaukee Breast and Cervical Cancer Control Coordination Grant from the State of Wisconsin Department of Health Services.**

## Background

1. This resolution authorizes the Milwaukee Health Department (MHD) to apply for, accept and fund the continuing Breast and Cervical Cancer Control Coordination Grant from the State of Wisconsin Department of Health Services.

2. This is a continuing grant under the Wisconsin Women's Cancer Control Program. The funding proposed for the year beginning July 1, 2009, is the same as the current grant year funding of $99,450 authorized by Common Council Resolution File # 080285.

3. The screening, case-management and other activities funded by this grant complement the activities of the Breast and Cervical Cancer Awareness Program, The Well Woman Program Wise Woman Grant, and the Breast and Cervical Cancer Case Management Program providing education and motivation to encourage women to take decisive actions to prevent premature death and disability due to breast and cervical cancer. A primary objective of the grant is to reduce racial and ethnic disparities in access to health care and in health outcomes.

4. The focus continues to be upon low-income women, 35-64 years of age in the city of Milwaukee.

## Discussion

1. The period of the grant is January 1, 2010 through December 31, 2010.

2. Personnel costs, services, supplies and sub-contracting are budgeted as follows:

| | |
|---|---|
| **Personnel** | |
| Office Assistant II (410) | $ 5,710 |
| Fringe | 2,341 |
| **Supplies and Materials** | |
| Office Supplies | 500 |
| Outreach Supplies | 474 |
| Medical Supplies | 1,000 |
| **Services** | |
| Education and Outreach | 2,000 |
| Cad System Charges | 1,000 |
| **Contractual** | |
| Milwaukee Health Services Contract for Case Management | $129,888 |
| **TOTAL** | **$142,913** |

3. The resolution in File #01002 authorizes the City Comptroller to commit $142,913 grantor share funds within the Project/Grant Parent of the 2010 Special Revenue-Grant and Aid Projects Fund and to create appropriate Special Revenue Fund-Grant and Aid Project/Grant and Project /Grant levels.

4. The resolution further authorizes the Health Department, consistent with the terms of the grant, to expend from these budgeted amounts and incur costs consistent with the award documents including costs of training and travel.

**Fiscal Impact**

1. The total amount of this grant is $142,913, entirely grantor share.

2. No city match is required and there is no impact on the tax levy.

Prepared by: Richard L. Withers, ext. 8532
LRB-Research and Analysis Section
December 7, 2009

Cc: Marianne C. Walsh
W. Martin Morics
Bevan Baker
Raquel Filmanowicz
Yvette Rowe
Lisa Philipps

**NOTICES SENT TO FOR FILE 091002:**

| NAME | ADDRESS | DATE NOTICE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/3/09 | | |
| | | | | |
| | | | | |
| | |

**NOTICES SENT TO FOR FILE NUMBER: 091002**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/9/09 | | |
| | | | | |
| | | | | |
| | |

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 091003 **Version:** 1 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |

**Title:** Substitute resolution relative to the application, acceptance and funding of the 2010 Consolidated Contract from the State of Wisconsin Department of Health Services.

**Sponsors:** THE CHAIR

**Indexes:** HEALTH CARE, HEALTH DEPARTMENT, STATE GRANTS

**Attachments:** Fiscal Note, Grant Analysis.pdf, Operating Grant Budget - Maternal and Child Health.pdf, Operating Grant Budget - Pregnancy.pdf, Operating Grant Budget - Preventive Health.pdf, Operating Grant Budget - Immunization Action.pdf, Operating Grant Budget - Lead Detection.pdf, Fiscal Analysis.pdf, Hearing Notice List, Hearing Notice List

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/3/2009 | 0 | PUBLIC SAFETY COMMITTEE | HEARING NOTICES SENT | | |
| 12/9/2009 | 1 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |
| 12/10/2009 | 1 | PUBLIC SAFETY COMMITTEE | | | |



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**Number**
091003

**Version**
SUBSTITUTE 1

**Reference**

**Sponsor**
The Chair

**Title**
Substitute resolution relative to the application, acceptance and funding of the 2010 Consolidated Contract from the State of Wisconsin Department of Health Services.

**Analysis**
This resolution authorizes the Health Department to apply for, accept and fund the 2010 Consolidated Contract from the Wisconsin Department of Health Services in the amount of $1,508,940 with a city share of $347,732 and a grantor share of $1,134,958. The purpose of the contract is to continue programming in five service areas during 2010 under the Consolidated Contract allocations.

**Body**
Whereas, The City of Milwaukee appears to be eligible for grant funds from the State of Wisconsin Department of Health Services for the 2010 Consolidated Contract; and

Whereas, The operation of this grant project from 01/01/10 to 12/31/10 would cost $1,508,940 of which $347,732 (25%) would be provided by the city and $1,134,958 (75%) would be provided by the grantor; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that application to the Wisconsin Department of Health and Family Services is authorized and the Health Department shall accept this grant without further approval unless the terms of the grant change as indicated in Milwaukee Code of Ordinances Section 304-81; and, be it

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant Parent of the 2010 Special Revenue-Grant and Aid Projects Fund, the following amounts for the project titled 2010 Consolidated Contract:

| | |
|---|---|
| Project/Grant | GR0001000000 |
| Fund | 0150 |
| Org | 9990 |
| Program | 0001 |
| Budget Year | 0000 |
| Subclass | R999 |
| Account | 000600 |
| Project | Grantor Share |



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Amount $1,134,958

2. Create the necessary Special Revenue Fund - Grant and Aid Project/Grant and Project/Grant Levels; budget against these Project/Grant values the amount required under the grant agreement;

3. Establish the necessary City Share Project Values; and, be it

Further Resolved, That these funds are budgeted to the Health Department which is authorized to:

1. Expend from the amount budgeted sums for specified purposes as indicated in the grant budget and incur costs consistent with the award date;

2. Expend from the 2010 grant budget funds for specific items of equipment;

3. Expend from the 2010 grant budget funds for training and out-of-town travel by departmental staff;

4. Enter into subcontracts as detailed in the grant budget; and, be it

Further Resolved, That the Common Council directs that the 2010 Positions Ordinance, C.C. File 090458, should be amended as follows:

HEALTH DEPARTMENT

Under

HEALTH DEPARTMENT
Family and Community Health Services Division

DELETE:

Adolescent Community Health Grant (J)

Public Health Nurse (X)(G)(J) 3 positions
Public Health Nurse (X)(G)(J)(MMM)(S) 1 position
Public Health Educator II (X)(J) 1 position
Health Project Coordinator-ACHP (J)(X)(Y) 1 position
Office Assistant II (J) 1 position
Health Project Assistant (X)(M)(J) 1 position

ADD

Maternal and Child Health Grant (J)(MMM)
Public Health Nurse (X)(G)(J)(MMM)(S) 3 positions
Public Health Educator II (X)(J) 1 position
Health Project Coordinator-ACHP (J)(X)(Y) 1 position

Under

HEALTH DEPARTMENT
Family and Community Health Services Division
Project LAUNCH Grant (SSS)

DELETE

Public Health Nurse Supervisor (X) (Y) (SSS) (OOO)



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ADD
Public Health Nurse Supervisor (X) (Y) (SSS) (OOO) (J)

Under

HEALTH DEPARTMENT
Disease Control and Environmental Health Services Division
Lead-Based Paint Hazard Control Grant (HUD) (PP)

DELETE:

Lead Grant Project Manager (X)(Y)(Z)(PP)(SS)

ADD:

Lead Grant Project Manager (X)(Y)(PP)(SS)

Under

HEALTH DEPARTMENT
Disease Control and Environmental Health Services Division

Immunization Action Plan Grant (DD)

DELETE:

Health Project Coordinator-Immunizations (A)(X)(Y)(DD)(P)
Public Health Nurse (G)(X)(DD)(YY)(CC)

ADD:

Public Health Nurse (G)(X)(DD)(CC) 2 positions

DELETE:

Childhood Immunization Disparities Grant (YY)
Health Information Specialist (X)(YY)
Public Health Nurse (X)(G)(YY)(DD)
Office Assistant II (YY)(DD)(0.5 FTE)

Amend footnote (I) as follows:

To expire 12/31/10 unless the Preventive Health Grant is extended.;

Amend footnote (J) as follows:

To expire 12/31/10 unless the Maternal and Child Health Grant is extended. Also partially funds one position each of Nutritionist Coordinator.;

Amend footnote (Z) as follows:

To expire 12/31/10 unless the Childhood Lead Detection Grant is extended.;

Amend footnote (DD) as follows:

To expire 12/31/10 unless the Immunization Action Plan Grant is extended.

Amend footnote (MMM) as follows:



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To expire 12/31/10 unless the Early Identification and Detection of Pregnancy Grant is extended. Partially funds one position of Public Health Nurse.;

**Requestor**
Health Department

**Drafter**
ymr
12/06/09
Consolidated contract res 2010



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CC-170 (REV. 6/86)

# CITY OF MILWAUKEE FISCAL NOTE

**A) DATE** December 4, 2008 **FILE NUMBER:** 091003

Original Fiscal Note [X] Substitute [ ]

**SUBJECT:** Substitute resolution relative to application, acceptance and funding of the 2010 Consolidated Contract from the State of Wisconsin Division of Health and Family Services.

**B) SUBMITTED BY (Name/title/dept./ext.):** Yvette M. Rowe, Business Operations Manager, X3997

**C) CHECK ONE:**

- [X] 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)
- [X] 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:** | | | $1,504,940 | $1,134,958 | |
| | | | | | |
| | | | | | |
| **TOTALS** | | | $1,504,940 | $1,134,958 | |
| | | | | | |

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

| | | |
|---|---|---|
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |

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

Expenditures above include the amount of $373,982 of city share.

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

Technical correction made 12/9/09 - LME

**PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE** [ ]

# GRANT ANALYSIS FORM
# OPERATING & CAPITAL GRANT PROJECTS

**Department/Division:** Health Department

**Contact Person & Phone No:** Yvette M. Rowe, X3997

**Category of Request**

☐ **New Grant**

☒ **Grant Continuation**

**Previous Council File No.** 081093

☐ **Change in Previously Approved Grant**

**Previous Council File No.**

**Project Title:** 2010 Consolidated Contract

**Grantor Agency:** State of Wisconsin Department of Health Services

**Grant Application Date:** N/A-Continuation **Anticipated Award Date: January 2010**

**Please provide the following information:**

**1. Description of Grant Program/Project (Include Target Locations and Populations):**

The Consolidated Contract includes six (6) initiatives, each having a specific purpose and target population. The six initiatives are Maternal and Child Health, Early Identification and Detection of Pregnancy, Preventive Health Grant, Childhood Lead Detection Grant, the Immunization Action Plan Grant, and the Well Women Breast and Cervical Cancer Control Program,

The objectives for the **Maternal and Child Health Grant** are to improve birth outcomes and childhood development through an intensive home visiting program (Nurse Family Partnership), to focus on teen pregnancy and contraception through the No Condom! No Way! Campaign; and to build a men's health center.

The primary focus of the **Early Intervention and Detection of Pregnancy** is to effectively initiate discussions about and access to contraception, emergency contraception and family planning with clients; effectively screen and presumptively enroll eligible patients into the Family Planning Waiver (FPW), as well as assist clients in completing the continuous enrollment forms, and raise public awareness of the FPW; offer pregnancy tests; provide follow-up and short term care coordination.

The **Preventive Health Grant** will work on nutrition and men's health initiatives that conform to the Healthiest Wisconsin 2010 State Health Plan and are consistent with the Prevention Health and Health Services Block Grant guidelines.

**The Lead Detection Grant** in combination with City and Centers for Disease Control funds support comprehensive and coordinated service delivery to lead-poisoned children and their families. This particular grant supports community outreach, nursing care management, and abatement technical services.

The primary focus of the **Immunization Action Plan** is to increase immunization rates of children served by the Milwaukee Health Department to 90% by the year 2010. In addition, the Immunization Program plans to continue to utilize the tracking and recall system through the Wisconsin Immunization Registry for children who are behind in their immunizations for their age and to assure that children served at the MHD will be assisted in locating their private providers name and location for follow-up medical services.

**2. Relationship to Citywide Strategic Goals and Departmental Objectives:**

All of the programs relate to the City-wide goal to enhance the health and well-being or Milwaukee residents by improving access to preventive health care; promote healthy behaviors; assure safe and healthy homes, businesses and neighborhoods; reduce racial and ethnic health disparities; and improve the quality of healthcare information and coordination of services.

**3. Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):**

The consolidated contract funds positions and services needed to sufficiently administer the programs. While some City funds are currently used to support some of these initiatives, they are considered as match funds for the grantor. These functions could not be achieved without the grant funding supplementing the City funds. Community-wide, these grants work to improve the health of Milwaukee's citizens.

**4. Results Measurement/Progress Report (Applies only to Programs):**

Outcome measurements are included as an addendum to the contract issued by the State.

**5. Grant Period, Timetable and Program Phase-out Plan:**

The grant period for the Consolidated Contract is January 1, 2010 through December 31, 2010.

If funding was not received, the positions paid by this contract would be eliminated and the ability of the Health Department to provide these services would be greatly diminished.

**6. If Possible, Complete Grant Budget Form and Attach to Back.**

See attachments.

# CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: **Maternal and Child Health Grant** PROJECT/PROGRAM YEAR: 2( 2010

CONTACT PERSON: **Anna Benton, X3064**

| NUMBER OF POSITIONS | | | PAY | | | | |
|---|---|---|---|---|---|---|---|
| NEW | EXISTING | LINE DESCRIPTION | RANGE NO. | GRANTOR SHARE | City Match | CASH MATCH A/C # | TOTAL |
| | | **PERSONNEL COSTS** | | | | | |
| | 0.5 | Public Health Nurse Supervisor (X)(Y)(J) | 7 | 32,000 | | | 32,000 |
| | 2.5 | Public Health Nurse (X)(G)(J)(MMM) | 666 | 127,236 | 246,619 | | 373,855 |
| | 1.0 | Public Health Educator (X)(J) | 593 | 50,000 | | | 50,000 |
| | 1.0 | Health Project Coordinator-ACHP (X)(Y)(J) | 4 | 49,000 | | | 49,000 |
| | 0.35 | Nutritionist Coordinator (X) (J) (I) | 410 | 23,083 | | | 23,083 |
| | | **TOTAL PERSONNEL COSTS** | | **281,319** | **246,619** | **0** | **527,938** |
| | | | | | | | |
| | | **FRINGE BENEFITS** | | | | | |
| | | Fringe Benefits 41% | | 115,341 | 101,113 | | 216,454 |
| | | **TOTAL FRINGE BENEFITS** | | **115,341** | **101,113** | **0** | **216,454** |
| | | | | | | | |
| | | **Supplies and Materials** | | | | | |
| | | Pipe materials | | 200 | | | 200 |
| | | Educational Materials purchased | | 750 | | | 750 |
| | | Client Incentives | | 3,000 | | | 3,000 |
| | | Pack 'n Plays | | 3,000 | | | 3,000 |
| | | Printing, Office Supplies, etc | | 1,000 | | | 1,000 |
| | | **Total Supplies and Materials** | | **7,950** | | | **7,950** |
| | | | | | | | |
| | | **Services** | | | | | |
| | | Interpretation svcs | | 36,000 | | | 36,000 |
| | | NFP fees | | 9,500 | | | 9,500 |
| | | travel to Denver | | 2,000 | | | 2,000 |
| | | NFP Initial training | | 4,000 | | | 4,000 |
| | | Air cards | | 1,750 | | | 1,750 |
| | | Auto Allowance | | 3,783 | | | 3,783 |
| | | Phones | | 2,000 | | | 2,000 |
| | | | | | | | |
| | | **Total Services** | | **59,033** | | | **59,033** |
| | | **Contractual Services** | | | | | |
| | | | | | | | |
| | | **Total Contractural Services** | | | | | |
| | | | | | | | |
| | | **TOTAL COSTS** | | **463,643** | **347,732** | **0** | **811,375** |

# CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: Early Identification and Detection of Pregnancy Grant (EIDP) PROJECT/PROGRAM YEAR: 2010

CONTACT PERSON: Anna Benton, X3064

| NUMBER OF POSITIONS | | | PAY | | | | |
|---|---|---|---|---|---|---|---|
| NEW | EXISTING | LINE DESCRIPTION | RANGE NO. | GRANTOR SHARE | CITY MATCH | CASH MATCH A/C # | TOTAL |
| | | **PERSONNEL COSTS** | | | | | |
| | 0.5 | Public Health Nurse (X)(G)(J)(MMM) | 666 | 23,083 | 18,617 | | 41,700 |
| | | **TOTAL PERSONNEL COSTS** | | **23,083** | **18,617** | | **41,700** |
| | | | | | | | |
| | | **FRINGE BENEFITS** | | | | | |
| | | 41% | | 9,464 | 7,633 | | 17,097 |
| | | **TOTAL FRINGE BENEFITS** | | **9,464** | **7,633** | | **17,097** |
| | | | | | | | |
| | | **SUPPLIES** | | | | | |
| | | STD and Pregnancy tests | | | | | 0 |
| | | **TOTAL SUPPLIES** | | | | | **0** |
| | | | | | | | |
| | | **OTHER** | | | | | |
| | | Printing | | | | | 0 |
| | | travel/auto | | 1,500 | | | |
| | | Training/Education/Conferences | | 953 | | | 953 |
| | | **TOTAL OTHER** | | **2,453** | | | **2,453** |
| | | | | | | | |
| | | **TOTAL COSTS** | | **35,000** | **26,250** | | **61,250** |

# CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: Preventive Health Grant
PROJECT/PROGRAM YEAR: 2010
CONTACT PERSON: Anna Benton, X3064

| NUMBER OF POSITIONS | | | PAY | | | | |
|---|---|---|---|---|---|---|---|
| NEW | EXISTING | LINE DESCRIPTION | RANGE NO. | GRANTOR SHARE | CITY MATCH | CASH MATCH A/C # | TOTAL |
| | | **PERSONNEL COSTS** | | | | | |
| | 0.65 | Nutritionist Coordinator (X) (J) (I) | 410 | 42,869 | | | 42,869 |
| | | | | | | | |
| | | **TOTAL PERSONNEL COSTS** | | **42,869** | | | **42,869** |
| | | | | | | | |
| | | **FRINGE BENEFITS** | | | | | |
| | | 41% | | 17,576 | | | 17,576 |
| | | **TOTAL FRINGE BENEFITS** | | **17,576** | | | **17,576** |
| | | | | | | | |
| | | **SUPPLIES** | | | | | |
| | | Office Supplies | | | | | 0 |
| | | **TOTAL SUPPLIES** | | | | | **0** |
| | | | | | | | |
| | | **SERVICES** | | | | | |
| | | Travel | | 2,000 | | | 2,000 |
| | | Printing | | 1,386 | | | 1,386 |
| | | **TOTAL CONSULTING** | | **3,386** | | | **3,386** |
| | | | | | | | |
| | | **TOTAL COSTS** | | **63,831** | | | **63,831** |

**CITY OF MILWAUKEE OPERATING GRANT BUDGET**

PROJECT/PROGRAM TITLE: Immunization Action Plan (IAP) Grant PROJECT/PROGRAM YEAR: 2010
CONTACT PERSON: Angie Hagy X5833

| NUMBER OF POSITIONS | | | PAY | | | | |
|---|---|---|---|---|---|---|---|
| NEW | EXISTING | LINE DESCRIPTION | RANGE NO. | GRANTOR SHARE | IN-KIND SHARE | CASH MATCH A/C # | TOTAL |
| | | **PERSONNEL COSTS** | | | | | |
| | | | | | | | $ - |
| | 2 | Public Health Nurse (X)(G)(DD)(CC) | 666 | $ 111,110 | | | $ 111,110 |
| | 1 | Program Assistant I (DD) | 530 | $ 42,758 | | | $ 42,758 |
| | | Overtime to staff Saturday/offsite clinics | | $ 20,000 | | | $ 20,000 |
| | | **TOTAL PERSONNEL COSTS** | | **$ 173,868** | | | **$ 173,868** |
| | | | | | | | |
| | | **FRINGE BENEFITS** | | | | | |
| | | Fringe Benefits (Rate = 41%) | | $ 71,286 | $ - | $ - | $ 71,286 |
| | | | | | | | |
| | | **TOTAL FRINGE BENEFITS** | | **$ 71,286** | | | **$ 71,286** |
| | | | | | | | |
| | | **SUPPLIES AND MATERIALS** | | | | | |
| | | Program supplies, printing, postage | | $ 4,234 | $ - | $ - | $ 4,234 |
| | | Incentives/Educational Materials | | $ 5,000 | | | $ 5,000 |
| | | **TOTAL SUPPLIES AND MATERIALS** | | **$ 9,234** | | | **$ 9,234** |
| | | | | | | | |
| | | **SERVICES** | | | | | |
| | | Mileage/Parking | | $ 2,500 | | | $ 2,500 |
| | | **TOTAL SERVICES** | | **$ 2,500** | **$ -** | **$ -** | **2,500** |
| | | | | | | | |
| | | **EQUIPMENT** | | | | | |
| | | Computer Software/Hardware | | $ 1,500 | $ - | $ - | $ 1,500 |
| | | **TOTAL EQUIPMENT** | | **$ 1,500** | **$ -** | **$ -** | **1,500** |
| | | | | | | | |
| | | **CONTRACTUAL SERVICES** | | | | | |
| | | Fall Symposium (ICC) | | 10,000 | | | $ 10,000 |
| | | Marketing | | 18,000 | | | $ 18,000 |
| | | Security for Saturday Clinics | | 2,500 | $ - | $ - | $ 2,500 |
| | | **TOTAL SERVICE** | | **$ 30,500** | | | **$ 30,500** |
| | | | | | | | |
| | | **TOTAL COSTS** | | **$ 288,888** | **$ -** | **$ -** | **$ 288,888** |

# CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: Childhood Lead Detection Grant PROJECT/PROGRAM YEAR: 2010

CONTACT PERSON: Lisa Acheson X2388

| NUMBER OF POSITIONS | | | PAY | | | | |
|---|---|---|---|---|---|---|---|
| NEW | EXISTING | LINE DESCRIPTION | RANGE NO. | GRANTOR SHARE | IN-KIND SHARE | CASH MATCH A/C # | TOTAL |
| | | **PERSONNEL COSTS** | | | | | |
| | 1 | Office Assistant III (Z) | 425 | 34,101 | | | 34,101 |
| | 1 | Health Services Assistant II (X) (Z) | 425 | 35,296 | | | 35,296 |
| | 1 | Environmental Hygienist (X) (Z) | 555 | 51,778 | | | 51,778 |
| | 1 | Public Health Nurse (X) (G) (Z) | 666 | 53,026 | | | 53,026 |
| | | | | | | | |
| | | **TOTAL PERSONNEL COSTS** | | **174,201** | | | **174,201** |
| | | | | | | | |
| | | **FRINGE BENEFITS** | | | | | |
| | | 41% | | 71,422 | | | 71,422 |
| | | **TOTAL FRINGE BENEFITS** | | **71,422** | | | **71,422** |
| | | | | | | | |
| | | **SUPPLIES AND MATERIALS** | | | | | |
| | | Training | | 4,000 | | | 4,000 |
| | | Printing | | 6,000 | | | 6,000 |
| | | General Operating Supplies | | 10,000 | | | 10,000 |
| | | **TOTAL SUPPLIES AND MATERIALS** | | **20,000** | | | **20,000** |
| | | | | | | | |
| | | **SERVICES** | | | | | |
| | | XRF Repair Costs | | 10,473 | | | 10,473 |
| | | Cellular Phone | | 2,000 | | | 2,000 |
| | | Auto Allowance | | 5,500 | | | 5,500 |
| | | **TOTAL SERVICES** | | **17,973** | | | **17,973** |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | **TOTAL COSTS** | | **283,596** | **0** | **0** | **283,596** |

**LRB-RESEARCH AND ANALYSIS SECTION**

**FINANCE AND PERSONNEL COMMITTEE DECEMBER 10, 2008 ITEM 8, FILE # 091003**

**File # 091003 is a resolution relative to the application, acceptance, funding and expenditure of the 2010 Consolidated Contract between the Health Department and the Wisconsin Department of Health and Family Services.**

## Background

1. The Wisconsin Department of Health and Family Services enters into a "Consolidated Contract" annually with local Health Departments. The grants and programs that are combined into a Consolidated Contract may vary from time to time as priorities, needs and resources change. Likewise personnel needs vary from time to time. The 2009 "Consolidated Contract" was approved in Resolution File # 081093.

2. The proposed Consolidated Contract includes initiatives in 6 service areas, each having a specific purpose and target population. The 6 services are: the Adolescent Community Health Program, the Wisconsin Well Woman's Program, the Immunization Action Plan, the Preventive Health Program, the Childhood Lead Detection Program and the Early Intervention and Detection of Pregnancy (EIDP) Program.

3. Funding for the EIDP Program was incorporated in the Consolidated Contract in the 2008 program year when the funding for the Bioterrorism Grant was separated from the Consolidated Contract.

4, All of the programs funded by the Consolidated Contract relate to the City-wide goal to enhance the health and well-being of Milwaukee residents by: improving access to preventive health care; promoting healthy behaviors; assuring safe and healthy homes, businesses and neighborhoods; reducing racial and ethnic health disparities; and improving the quality of healthcare information and coordination of services.

## Discussion

1. The proposed Consolidated Contract includes grant revenues from the Wisconsin Department of Health Services in the amount of $1,134,958 (75% of total program costs) and a city share of $347,732 (25% of total program costs). This represents a decrease in grant revenues of nearly $57,000 and a decrease in city share of nearly $82,500 compared to funding levels in the 2009 Consolidated Contract.

2. The grant period will be January 1, 2010 through December 31, 2010.

3. This is a renewed contract combining 6 grant and award programs in the following 5 budgets for the new period:

**a. Maternal and Child Health Program**

| | | |
|---|---|---|
| Personnel | (Grantor share) | $281,319 |
| Personnel | (City share) | 246,619 |
| Fringe | (Grantor share) | 115,341 |
| Fringe | (City share) | 101,113 |
| Program Supplies (Grantor Only) | | 7,950 |
| Services (Grantor Only) | | 59,003 |
| | **Total** | **$811,375** |

The City match is entirely for salary and fringe benefits for Public Health Nurses. Services include interpretation services, training, travel and phone charges.

This program provides intensive home visitation for high risk pregnant women and mothers to improve birth outcomes. This year, the Adolescent and Community Health Grant program which was previously separated from Maternal and Child Health in the previous Consolidated Contract has been combined with the Maternal and Child Health Program. The purposes of the Adolescent and Community Healthy Program are to: reduce teen pregnancy through outreach and education focused on teen pregnancy and contraception through the No Condom! No Way! Campaign (NCNW); provide outreach services to students regarding teen pregnancy prevention, human sexuality education, pregnancy testing and early intervention services; conduct pregnancy testing in schools and community for teens; and provide youth with comprehensive, individualized case management services including depression screening, counseling and referral to community resources and follow-up as needed.

**b. Early Identification of Pregnancy (EIDP) Grant**

| | | TOTAL |
|---|---|---|
| Personnel (0.5 FTE Public Health Nurse) | | $41,700 |
| Grantor Share | $23,083 | |
| City Share | 18,617 | |
| Fringe | | 17,097 |
| Grantor Share | 9,464 | |
| City Share | 7,633 | |
| Travel | | 1,500 |
| Training/Education | | 953 |
| Grantor Share Total | $35,000 | |
| City Share Total | $26,250 | |
| | **Total** | **$61,250** |

The amount budgeted for 2010 is $13,682 less (-18.3%) than is budgeted for 2009.

The primary focus of the EIDP program is to effectively initiate discussions about and access to contraception, emergency contraception and family planning with clients. Clients may be enrolled 'presumptively' in the Wisconsin Family Planning Waiver program and then assisted in continuing enrollment forms. The program is available to all women ages 15 through 44 with a family gross income of not more than 185% of federal poverty guidelines. Coverage of a variety of women's health services is made available under the Family Planning Waiver program to persons not already covered by Medicaid.

Additionally, the EIDP program tests for pregnancy and provides follow-up and short-term care coordination as appropriate.

**c. Preventive Health Grant**

| | | |
|---|---|---|
| Personnel | (Nutritionist Coordinator) | $42,869 |
| Fringe | | 17,576 |
| Travel | | 2,000 |
| Printing | | 1,386 |
| | **Total** | **$68,320** |

The total budget proposed for the 2010 Preventive Health Grant is reduced $4,489 (-6.6%) from amounts provided in the 2009 budget.

The Preventive Health Grant supports work on initiatives that conform to the Healthiest Wisconsin 2010 State Health Plan and are consistent with the Prevention Health and Health Services Block Grant guidelines. This program has a focus on improving nutrition.

**d. Immunization Action Plan Grant**

| | |
|---|---|
| Personnel | $ 173,868 |
| Fringe | 71,286 |
| Program Supplies | 9,234 |
| Equipment (computer software) | 1,500 |
| Contract | 30,500 |
| **Total** | **$304,474** |

Funding levels for the Immunization Action Plan Grant in the 2010 Budget is reduced $15,586 (-5.1%) from the amounts provided in the 2009 Budget. The 2010 Budget includes $20,000 for overtime and $2,500 for security services both related to Saturday Clinics.

The primary focus of the Immunization Action Plan is to increase immunization rates of children served by the Milwaukee Health Department to 90% by the year 2010. In addition, the Immunization Program will continue to utilize the tracking and recall system of the Wisconsin Immunization Registry for children who are behind in their immunizations for their age and to assure that children served at

the Milwaukee Health Department will be assisted in locating their private provider's name and location for follow-up medical services.

**e. Childhood Lead Detection Grant**

| | |
|---|---|
| Personnel | $174,201 |
| Fringe | 71,422 |
| Program Supplies | 20,000 |
| Auto Allowance/Cell Phone/Repair Services | 17,973 |
| **Total** | **$283,590** |

The 2010 Budget is $18,741 (-6.2%) less than level of funding provided in the 2009 Budget.

Funding in the Lead Detection Grant is in combination with City tax levy funds and funding from the United States Centers for Disease Control and Prevention to support comprehensive and coordinated service delivery to lead-poisoned children and their families. This particular grant supports community outreach, nursing care management, and abatement technical services.

4. The proposed 2010 Consolidated Contract funds existing positions; no new positions are funded.

5. The resolution in File #091003 authorizes the City Comptroller to commit $1,134,958 grantor share funds within the Project/Grant Parent of the 2010 Special Revenue-Grant and Aid Projects Fund and to create appropriate Special Revenue Fund-Grant and Aid Project/Grant and Project /Grant levels. The Comptroller is further authorized to establish City Share Project Values.

6. The resolution further authorizes the Health Department, consistent with the terms of the grant, to: expend from these budgeted amounts; enter into subcontracts; expend for specific items of equipment and to expend funds for training and out-of-town travel of departmental staff from the grant funds in 2010.

**Fiscal Impact**

1. The proposed 2010 Consolidated Contract will provide the City with revenues of $1,134,958 in grantor share funding.

2. The matching City share of $347,732 has already been budgeted for 2010 resulting in no new tax levy impact.

Prepared by: Richard L. Withers
LRB-Research and Analysis Section
December 7,2009

Cc: Marianne C. Walsh
W. Martin Morics
Bevan Baker
Raquel Filmanowitz
Lisa Acheson
Anna Benton
Angela Hagy
Lisa Phillps
Yvette Rowe

**NOTICES SENT TO FOR FILE 091003:**

| NAME | ADDRESS | DATE NOTICE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/3/09 | | |
| | | | | |
| | | | | |
| | |

**NOTICES SENT TO FOR FILE NUMBER: 091003**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/9/09 | | |
| | | | | |
| | | | | |
| | |

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 091004 **Version:** 1 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | Substitute resolution relative to the application, acceptance and funding of the 2010 Public Health Preparedness (CDC) Grant from the State of Wisconsin - Department of Health Services. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | HEALTH CARE, HEALTH DEPARTMENT, STATE GRANTS | | |
| **Attachments:** | Fiscal Note.pdf, Grant Analysis.pdf, Operating Gant Budget.pdf, Fiscal Analysis, Hearing Notice List, Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/3/2009 | 0 | PUBLIC SAFETY COMMITTEE | HEARING NOTICES SENT | | |
| 12/9/2009 | 1 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |
| 12/10/2009 | 1 | PUBLIC SAFETY COMMITTEE | | | |



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**Number**
091004

**Version**
SUBSTITUTE 1

**Reference**

**Sponsor**
The Chair

**Title**
Substitute resolution relative to the application, acceptance and funding of the 2010 Public Health Preparedness (CDC) Grant from the State of Wisconsin - Department of Health Services.

**Analysis**
This resolution authorizes the Health Department to apply for, accept and fund the 2010 Public Health Preparedness (CDC) Grant from the State of Wisconsin -Department of Health Services in the amount of $329,733. The purpose of the contract is to assure that the Milwaukee Health Department is ready to respond to emergencies including terrorism, pandemic influenza, and other communicable disease outbreaks. These emergency preparedness and response efforts are intended to support the National Response Plan (NRP) and the National Incident Management System (NIMS).

**Body**
Whereas, The City of Milwaukee appears to be eligible for grant funds from the Wisconsin Department of Health Services for the 2010 Public Health Preparedness (CDC) Grant; and

Whereas, The operation of this grant project from 01/01/10 to 12/31/10 would cost $329,733 entirely provided by the grantor; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that application to the Wisconsin - Department of Health Services is authorized and the Health Department shall accept this grant without further approval unless the terms of the grant change as indicated in Milwaukee Code of Ordinances Section 304-81; and, be it

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant Parent of the 2010 Special Revenue-Grant and Aid Projects Fund, the following amounts for the project titled 2010 Public Health Preparedness (CDC) Grant:

| | |
|---|---|
| Project/Grant | GR0001000000 |
| Fund | 0150 |
| Org | 9990 |
| Program | 0001 |
| Budget Year | 0000 |
| Subclass | R999 |
| Account | 000600 |
| Project | Grantor Share |



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Amount $329,733

2. Create the necessary Special Revenue Fund - Grant and Aid Project/Grant and Project/Grant Levels; budget against these Project/Grant values the amount required under the grant agreement;

3. Establish the necessary City Share Project Values; and, be it

Further Resolved, That these funds are budgeted to the Health Department which is authorized to:

1. Expend from the amount budgeted sums for specified purposes as indicated in the grant budget and incur costs consistent with the award date;

2. Expend from the 2010 grant budget funds for specific items of equipment;

3. Expend from the 2010 grant budget funds for training and out-of-town travel by departmental staff;

4. Enter into subcontracts as detailed in the grant budget; and, be it

Further Resolved, That the Common Council directs that the 2010 Positions Ordinance, C.C. File 090458, should be amended as follows:

Under

HEALTH DEPARTMENT
Disease Control and Environmental Health Services Division
Bioterrorism-CDC Public Health Preparedness Grant (A)

DELETE:
Telecommunications Analyst-Assoc. (A)(X)(Y)(FF)
Infectious Disease Epidemiologist (X)(Y)(A)(EE)(FF)(CC)

ADD:

Telecommunications Analyst-Assoc. (A)(X)(Y)
Infectious Disease Epidemiologist (X)(Y)(A)(EE)(CC)

Amend footnote (A) to read as follows:

To expire 12/31/10 unless the CDC Public Health Preparedness Grant is extended. Partially funds Health Project Coordinator - Pandemic Flu Response Public Health Emergency Response (PHER) Grant.

**Requestor**
Health Department

**Drafter**
ymr
12/06/09
BT PREPAREDNESS res 2010



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CC-170 (REV. 6/86)

# CITY OF MILWAUKEE FISCAL NOTE

**A) DATE** December 6, 2009 **FILE NUMBER:** 091004

Original Fiscal Note [X] Substitute [ ]

**SUBJECT:** Substitute resolution relative to application, acceptance and funding of the 2010 Public Health Preparedness Grant from the State of Wisconsin - Department of Health Services.

**B) SUBMITTED BY (Name/title/dept./ext.):** Yvette M. Rowe, Business Operations Manager, X3997

**C) CHECK ONE:**

- [X] 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)
- [X] 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:** | | | $329,733 | $329,733 | |
| | | | | | |
| | | | | | |
| **TOTALS** | | | $329,733 | $329,733 | |
| | | | | | |

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

| | | |
|---|---|---|
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |

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

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

**PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE** [ ]

**GRANT ANALYSIS FORM**
**OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS**

**Department/Division:** Health Department/Disease Control and Environmental Health Services Division

**Contact Person & Phone No:** Angie Hagy, Infectious Disease Epidemiologist, X5833

| **Category of Request** | |
|---|---|
| ☐ **New Grant** | |
| x **Grant Continuation** | **Previous Council File No.** 081094 |
| ☐ **Change in Previously Approved Grant** | **Previous Council File No.** |

**Project/Program Title:** Public Health Preparedness Grant (CDC)

**Grantor Agency:** Department of Health Services (DHS)

**Grant Application Date:** August 31, 2009 **Anticipated Award Date:** January 1, 2010

**Please provide the following information:**

**1. Description of Grant Project/Program (Include Target Locations and Populations):**

The purpose of this program is to assure that MHD is ready to respond to emergencies including terrorism, pandemic influenza, and other communicable disease outbreaks. These emergency preparedness and response efforts are intended to support the National Response Plan (NRP) and the National Incident Management System (NIMS). Goals of this program are to

PREVENT:
(1) Increase the use and development of interventions known to prevent human illness from chemical, biological, radiological agents, and naturally occurring health threats.
DETECT AND REPORT:
(2) Decrease the time needed to classify health events as terrorism or naturally occurring in partnership with other agencies.
(3) Decrease the time needed to detect and report chemical, biological, radiological agents in tissue, food or environmental samples that cause threats to the public's health.
(4) Improve the timeliness and accuracy of communications regarding threats to the public's health
INVESTIGATE:
(5) Decrease the time to identify causes, risk factors, and appropriate interventions for those affected by threats to the public's health.
CONTROL:
(6) Decrease the time needed to provide countermeasures and health guidance to those affected by threats to the public's health.
RECOVER:
(7) Decrease the time needed to restore health services and environmental safety to pre-event levels.
(8) Improve the long-term follow-up provided to those affected by threats to the public's health.
IMPROVE:
(9) Decrease the time needed to implement recommendations from after-action reports following threats to the public's health.

**2. Relationship to City-wide Strategic Goals and Departmental Objectives:**

This grant is consistent with departmental strategic goals of reducing illness and injury associated with communicable and chronic diseases.

3. **Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):**

CDC preparedness funds supports basic infrastructure within the health department needed for emergency response and response to outbreaks of communicable disease.

**4. Results Measurement/Progress Report (Applies only to Programs):**

Midyear and year end progress reports submitted to DHS.

**5. Grant Period, Timetable and Program Phase-out Plan:**

Grant period extends January 1, 2010 thru December 31, 2010 and is renewable each year.

**6. Provide a List of Sub grantees:**

N/A

**7. If Possible, Complete Grant Budget Form and Attach to Back.**

Attached

# CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: 2010 Public Health Preparedness (CDC) PROJECT/PROGRAM YEAR: 2010

CONTACT PERSON: Angie Hagy - X5833

| NUMBER OF POSITIONS | | | PAY | | | | |
|---|---|---|---|---|---|---|---|
| NEW | EXISTING | LINE DESCRIPTION | RANGE NO. | GRANTOR SHARE | IN-KIND SHARE | CASH MATCH A/C # | TOTAL |
| | | **PERSONNEL COSTS** | | | | | |
| | | | | | | | |
| | 1 | Telecommunications Analyst-Assoc. (A)(X)(Y) | 006 | $ 57,550 | | | $ 57,550 |
| | 0.4 | Health Project Coordinator – Pandemic Flu Response (X)(Q)(A) | 005 | $ 49,468 | | | $ 49,468 |
| | 0.5 | Public Health Emergency Response Planning Coordinator (X)(Y)(A)(P) | 007 | $ 30,922 | | | $ 30,922 |
| | 1 | Infectious Disease Epidemiologist (X)(Y)(A)(EE)(CC) | 010 | $ 75,546 | | | $ 75,546 |
| | | **TOTAL PERSONNEL COSTS** | | **$ 213,486** | | | **$ 213,486** |
| | | | | | | | |
| | | **FRINGE BENEFITS** | | | | | |
| | | Fringe Benefits (Rate = 41%) | | $ 87,529 | $ - | $ - | $ 87,529 |
| | | **TOTAL FRINGE BENEFITS** | | **$ 87,529** | | | **$ 87,529** |
| | | | | | | | |
| | | **SUPPLIES AND MATERIALS** | | | | | |
| | | General Operating Supplies | | $ 1,318 | $ - | $ - | $ 1,318 |
| | | **TOTAL SUPPLIES AND MATERIALS** | | **$ 1,318** | | | **$ 1,318** |
| | | | | | | | |
| | | **SERVICES** | | | | | |
| | | Mileage For PHP Staff | | $ 1,800 | | | $ 1,800 |
| | | Training/Travel | | $ 1,200 | | | $ 1,200 |
| | | **TOTAL SERVICES** | | **$ 3,000** | **$ -** | **$ -** | **3,000** |
| | | | | | | | |
| | | **EQUIPMENT** | | | | | |
| | | Computer Hardware/Software | | $ 2,500 | | | 2,500 |
| | | **TOTAL EQUIPMENT** | | **$ 2,500** | **$ -** | **$ -** | **2,500** |
| | | | | | | | |
| | | **CONTRACTUAL SERVICES** | | | | | |
| | | Blackberry Service | | $ 14,400 | | | $ 14,400 |
| | | Exercise | | $ 2,000 | | | $ 2,000 |
| | | BES Renewal | | $ 1,400 | | | $ 1,400 |
| | | ESRI Renewal | | $ 4,100 | | | $ 4,100 |
| | | **TOTAL CONTRACTUAL SERVICE** | | **$ 21,900** | **$ -** | **$ -** | **21,900** |
| | | | | | | | |
| | | | | | | | |
| | | **TOTAL COSTS** | | **$ 329,733** | **$ -** | **$ -** | **$ 329,733** |

CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: CRI
PROJECT/PROGRAM YEAR: 9/1/09-8/31/10
CONTACT PERSON: Yvette Rowe

| NUMBER OF POSITIONS | | | PAY | | | | |
|---|---|---|---|---|---|---|---|
| NEW | EXISTING | LINE DESCRIPTION | RANGE NO. | GRANTOR SHARE | IN-KIND SHARE | CASH MATCH A/C # | TOTAL |
| | | **PERSONNEL COSTS** | | | | | |
| | 1 | Health Project Coordinator - Immunizations (X) | 004 | $ 52,000 | $ - | $ - | $ 52,000 |
| | 1 | Health Project Coordinator - Preparedness(X) | 004 | $ 61,867 | | | $ 61,867 |
| | 0.5 | Public Health Emergency Response Planning Coordinator (X) | 007 | $ 31,850 | | | $ 31,850 |
| | | **TOTAL PERSONNEL COSTS** | | $ 145,717 | | | $ 145,717 |
| | | | | | | | |
| | | **FRINGE BENEFITS** | | | | | |
| | | Fringe Benefits for 2.5 FTE (Rate = 41%) | | $ 59,744 | | | $ 59,744 |
| | | **TOTAL FRINGE BENEFITS** | | $ 59,744 | | | $ 59,744 |
| | | | | | | | |
| | | **SUPPLIES AND MATERIALS** | | | | | |
| | | General Operating Supplies | | $ 1,088 | | | $ 1,088 |
| | | **TOTAL SUPPLIES AND MATERIALS** | | $ 1,088 | | | $ 1,088 |
| | | | | | | | |
| | | **SERVICES** | | | | | |
| | | Mileage/Parking for Project Coordinator and Planning Coord. | | $ 900 | | | $ 900 |
| | | **TOTAL SERVICES** | | $ 900 | | | $ 900 |
| | | | | | | | |
| | | **EQUIPMENT** | | | | | |
| | | | | | | | |
| | | | | | | | $ - |
| | | **TOTAL EQUIPMENT** | | $ - | | | $ - |
| | | | | | | | |
| | | **CONTRACTUAL SERVICES** | | | | | |
| | | Citywatch Renewal | | $ 5,500 | | | $ 5,500 |
| | | Teleforms Renewal | | $ 12,000 | | | $ 12,000 |
| | | Functional Exercise | | $ 7,500 | | | $ 7,500 |
| | | **TOTAL CONTRACTUAL SERVICES** | | $ 25,000 | | | $ 25,000 |
| | | | | | | | |
| | | **TOTAL COSTS** | | $ 232,448 | | | $ 232,448 |

232,448

232,448
0

**LRB-RESEARCH AND ANALYSIS SECTION**

**PUBLIC SAFETY COMMITTEE DECEMBER 10, 2009 ITEM 9, FILE # 091004**

**File # 091004 is a resolution relating to application, acceptance and funding of the 2010 Public Health Preparedness Grant from the U.S. Centers for Disease Control through the State of Wisconsin Department of Health and Family Services.**

## Background

1. This resolution authorizes the Milwaukee Health Department (MHD) to accept continuing funding for public health preparedness from the Centers for Disease Control through the State of Wisconsin Department of Health and Family Services. The current grant award of $351,200 was authorized by Resolution File # 081094 and expires on December 31, 2009.

2. The proposed continued funding supports the infrastructure and capacity of MHD to respond to emergencies including terrorism, pandemic influenza, and other communicable disease outbreaks.

3. Continuing goals of the Preparedness Grant are:

    - Increasing the use and development of interventions known to prevent human illness from chemical, biological, radiological agents, and naturally occurring health threats.
    - Decreasing the time needed to classify health events as terrorism or naturally occurring in partnership with other agencies.
    - Decreasing the time needed to detect and report chemical, biological, radiological agents in tissue, food or environmental samples that present a risk to human health.
    - Improving the timeliness and accuracy of communications related to threats to public health.
    - Decreasing the time to identify causes, risk factors, and appropriate interventions for persons affected by threats to public health.
    - Decreasing the time needed to implement countermeasures and to provide health guidance.
    - Decreasing the time needed to restore health services and environmental safety to pre-event levels.
    - Provide long-term follow-up for persons affected by an adverse public health event.
    - Decrease the implementation time for actions recommended by state and federal authorities in public health event follow-up reports.

## Discussion

1. This grant is for $329,733, entirely grantor share funds, which is $21,467 (-6.1%) less than the current award. The proposed funding will support 1.0 FTE Telecommunications Analyst-Associate, 0.4 FTE Health Project Coordinator-Pandemic Flu Response, 0.5 FTE Public Health Emergency Response Planning Coordinator, and 1.0 FTE Infectious Disease Epidemiologist.

2. This grant is for the period of January 1, 2010, through December 31, 2010.

3. The proposed Preparedness Grant budget is as follows:

| | |
|---|---|
| Personnel | $ 213,486 |
| Fringe Benefits (41%) | 87,529 |
| Supplies | 1,318 |
| Training and Mileage/Parking | 3,000 |
| Computer Upgrades | 2,500 |
| Upgrades (radios & Blackberries) | 10,000 |
| Blackberry Service | 14,400 |
| Other Contract Services | 6,400 |
| **Grant total** | **$ 329,733** |

4.

**Fiscal Impact**

1. The proposed funding is for $329,733, entirely grantor share.

2. This resolution has no impact on the tax levy.

Prepared by: Richard Withers
LRB-Research and Analysis Section
December 9, 2009

Cc: Marianne C. Walsh
W. Martin Morics
Raquel Filmanowitz
Bevan Baker
Yvette Rowe
Angela Hagy
Renee Joos

**NOTICES SENT TO FOR FILE 091004:**

| NAME | ADDRESS | DATE NOTICE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/3/09 | | |
| | | | | |
| | | | | |
| | |

**NOTICES SENT TO FOR FILE NUMBER: 091004**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/9/09 | | |
| | | | | |
| | | | | |
| | |

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 091006 **Version:** 1 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | Substitute resolution relative to the application, acceptance and funding of the 2010 SURVNET Grant from the State of Wisconsin Department of Health Services. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | HEALTH CARE, HEALTH DEPARTMENT, STATE GRANTS | | |
| **Attachments:** | Fiscal Note.pdf, Grant Analysis.pdf, Operating Grant Budget.pdf, Fiscal Analysis, Hearing Notice List, Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/3/2009 | 0 | PUBLIC SAFETY COMMITTEE | HEARING NOTICES SENT | | |
| 12/3/2009 | 0 | PUBLIC SAFETY COMMITTEE | HEARING NOTICES SENT | | |
| 12/9/2009 | 1 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |
| 12/10/2009 | 1 | PUBLIC SAFETY COMMITTEE | | | |



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**Number**
091006

**Version**
SUBSTITUTE 1

**Reference**

**Sponsor**
THE CHAIR

**Title**
Substitute resolution relative to the application, acceptance and funding of the 2010 SURVNET Grant from the State of Wisconsin Department of Health Services.

**Analysis**
This resolution authorizes the Health Department to apply for, accept and fund the SURVNET Project from the Centers for Disease Control through the Wisconsin Department of Health Services in the amount of $55,857 grantor share. The purpose of the project is to maintain a countywide system for reporting communicable diseases in Milwaukee.

**BODY:**
Whereas, The City of Milwaukee appears to be eligible for grant funds from the Centers for Disease Control through the Wisconsin Department of Health Services to maintain a county-wide system for reporting communicable diseases; and

Whereas, The operation of this grant project from 01/01/10 to 12/31/10 would cost $55,857 entirely provided by the grantor; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that application to the Wisconsin - Department of Health Services is authorized and the Health Department shall accept this grant without further approval unless the terms of the grant change as indicated in Milwaukee Code of Ordinances Section 304-81; and, be it

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant Parent of the 2010 Special Revenue-Grant and Aid Projects Fund, the following amounts for the project titled SURVNET Grant:

| | |
|---|---|
| Project/Grant | GR0001000000 |
| Fund | 0150 |
| Org | 9990 |
| Program | 0001 |
| Budget Year | 0000 |
| Subclass | R999 |
| Account | 000600 |
| Project | Grantor Share |
| Amount | $55,857 |

2. Create the necessary Special Revenue Fund - Grant and Aid Project/Grant and Project/Grant Levels; budget



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to these Project/Grant values the amounts required under the grant agreement; and be it

Further Resolved, That these funds are budgeted to the Health Department which is authorized to:

1. Expend from the amount budgeted for specified purposes as indicated in the grant budget and incur costs consistent with the award date;

2. Expend from the 2010 grant budget funds for training and out-of-town travel by departmental staff;

3. Expend from the 2010 grant budget funds for specific items of equipment.

4. Enter into subcontracts and leases as detailed in the grant budget.

Further Resolved, That the Common Council direct that the 2010 Positions Ordinance C.C. File Number 090458, should be amended as follows:

Change footnote (V) to read as follows:

To expire 12/31/10 unless the SURVNET Grant available from the Wisconsin Department of Health Services, is extended.

**Requestor**
HEALTH DEPARTMENT

**Drafter**
ymr
12/06/09
SURVNET RES 2010



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CC-170 (REV. 6/86)

# CITY OF MILWAUKEE FISCAL NOTE

**A) DATE** December 6, 2009 **FILE NUMBER:** 091006

Original Fiscal Note [X] Substitute [ ]

**SUBJECT:** Substitute resolution relative to application, acceptance and funding of the 2010 SURVNET Grant from the State of Wisconsin - Department of Health Services.

**B) SUBMITTED BY (Name/title/dept./ext.):** Yvette M. Rowe, Business Operations Manager, X3997

**C) CHECK ONE:**

- [X] 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)
- [X] 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:** | | | $55,857 | $55,857 | |
| | | | | | |
| | | | | | |
| **TOTALS** | | | $55,857 | $55,857 | |
| | | | | | |

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

| | | |
|---|---|---|
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |

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

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

**PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE** [ ]

**GRANT ANALYSIS FORM**
**OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS**

**Department/Division:** Health Department/Disease Control and Environmental Health

**Contact Person & Phone No:** Angie Hagy, Infectious Disease Epidemiologist

| | |
|---|---|
| **Category of Request** | |
| ☐ **New Grant** | |
| X **Grant Continuation** | **Previous Council File No.** 081103 |
| ☐ **Change in Previously Approved Grant** | **Previous Council File No.** |

**Project/Program Title:** Milwaukee County Communicable Disease Surveillance Network - SURVNET

**Grantor Agency:** Department of Health Services (DHS)

**Grant Application Date:** August 31, 2009 **Anticipated Award Date:** January 1, 2010

**Please provide the following information:**

**1. Description of Grant Project/Program (Include Target Locations and Populations):**

SURVNET refers to a centralized communicable disease-reporting network within Milwaukee County that is operated by the Milwaukee Health Department. The grant supports 1.0 FTE Office Assistant for entry of communicable disease reports from clinical laboratories, local public health agencies, hospitals, etc. as mandated by the State of Wisconsin and federal Centers for Disease Control and Prevention. Centralized disease case reporting within Milwaukee County results in early detection of clusters and outbreaks that occur across jurisdictions and allows for as rapid and coordinated epidemiologic investigation and intervention. Collection of county-wide disease case reports also allows for trend analysis with regard to tracking incidence of certain communicable diseases of public health importance including those pathogens that are easily transmittable or developing antibiotic resistance.

**2. Relationship to City-wide Strategic Goals and Departmental Objectives:**

This grant is consistent with departmental strategic goals of reducing illness and injury associated with communicable and chronic diseases.

3. **Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):**

SURVNET represents essential epidemiologic infrastructure in the monitoring of disease trends within Milwaukee County as well as early detection and response to unusual disease occurrence, clusters or outbreaks and is an important component of Health Department emergency preparedness and response to bioterrorism

**4. Results Measurement/Progress Report (Applies only to Programs):**

Monthly confirmed disease case reports are submitted to the State Division of Public Health as part of the grant agreement. Specific disease incidence (case rates) is calculated to determine trends within the community as well as for comparative analysis regionally, statewide and nationally.

**5. Grant Period, Timetable and Program Phase-out Plan:**

Grant period extends January 1, 2010 thru December 31, 2010 and is competitively renewable each year.

**6. Provide List of Sub grantees:**

N/A

**7. If Possible, Complete Grant Budget Form and Attach to Back.**

Attached

# CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: SurvNet Grant
PROJECT/PROGRAM YEAR: 2010
CONTACT PERSON: Angie Hagy, X5833

| NUMBER OF POSITIONS | | | PAY | | | | |
|---|---|---|---|---|---|---|---|
| NEW | EXISTING | LINE DESCRIPTION | RANGE NO. | GRANTOR SHARE | IN-KIND SHARE | CASH MATCH A/C # | TOTAL |
| | | **PERSONNEL COSTS** | | | | | |
| | 1 | Office Assistant III (V) | 425 | $ 36,179 | $ - | $ - | $ 36,179 |
| | | | | | | | $ - |
| | | **TOTAL PERSONNEL COSTS** | | **$ 36,179** | | | **$ 36,179** |
| | | | | | | | |
| | | **FRINGE BENEFITS** | | | | | |
| | | Fringe Benefits (Rate = 41%) | | $ 14,833 | $ - | $ - | $ 14,833 |
| | | | | | | | |
| | | **TOTAL FRINGE BENEFITS** | | **$ 14,833** | | | **$ 14,833** |
| | | | | | | | |
| | | **SUPPLIES AND MATERIALS** | | | | | |
| | | Gernal Office and Operating Supplies | | $ 2,095 | $ - | $ - | $ 2,095 |
| | | | | | | | |
| | | **TOTAL SUPPLIES AND MATERIALS** | | **$ 2,095** | | | **$ 2,095** |
| | | | | | | | |
| | | | | | | | |
| | | **SERVICES** | | | | | |
| | | | | | | | 0 |
| | | **TOTAL SERVICES** | | **$ -** | **$ -** | **$ -** | **0** |
| | | | | | | | |
| | | **EQUIPMENT** | | | | | |
| | | Software/Hardware Upgrades | | 2,750 | $ - | $ - | $ 2,750 |
| | | | | | | | |
| | | **TOTAL EQUIPMENT** | | **$ 2,750** | | | **$ 2,750** |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | **TOTAL COSTS** | | **$ 55,857** | **$ -** | **$ -** | **$ 55,857** |

| # | Name | |
|---|---|---|
| | | 25.1 |
| | | 32.19 |
| | | 21.2 |
| | | 17.3 |
| | | 83.6 |
| | | 25.1 |
| | | 130.4 |
| | | 348.8 |
| | | 36.8 |
| | | 29 |
| | | 21.2 |
| | | 21.2 |
| | | 17.3 |
| | | 44.6 |
| | | 25.1 |
| | | 17.3 |
| | | 32.9 |
| | | 25.1 |
| | | |
| | | 954.19 |

**LRB-RESEARCH AND ANALYSIS SECTION**

**PUBLIC SAFETY COMMITTEE DECEMBER 10, 2009 ITEM 11, FILE # 091006**

File # 091006 is a resolution relative to application, acceptance and funding of the 2010 SURVNET grant from the State of Wisconsin Department of Health and Family Services, Division of Public Health.

## Background

1. SURVNET is a centralized communicable disease reporting network within Milwaukee County that is operated by the City of Milwaukee Health Department supported by continuing grant funding.

2. State and federal laws require that health providers, including clinical laboratories, public health agencies, hospitals, physicians and others, promptly report certain communicable diseases. These reports provide for the prompt detection of clusters and outbreaks of diseases across multiple jurisdictions and permit a timely and coordinated response to contain the spread of disease.

## Discussion

1. This continuing grant from the State of Wisconsin supports one full-time Office Assistant III and requires no City matching funds or in-kind share.

2. The term of this grant is from January 1, 2010 to December 31, 2010.

3. The grantor 100% share is $55,857, the same as was awarded in 2008 and 2009, and is budgeted as follows:

| | |
|---|---|
| Office Assistant III | $36,179 |
| Fringe Benefits (41%) | 14,833 |
| Supplies | 2,095 |
| Software/Hardware Upgrades | 2,750 |
| **TOTAL** | **$55,857** |

4. The resolution in File # 091006 authorizes the City Comptroller to commit $55,857 grantor share funds within the Project/Grant Parent of the 2010 Special Revenue-Grant and Aid Projects Fund and to create appropriate Special Revenue Fund-Grant and Aid Project/Grant and Project /Grant levels.

5. The resolution further authorizes the Health Department, consistent with the terms of the grant, to: expend from these budgeted amounts; enter into subcontracts and leases; and to expend funds for equipment, training and out-of-town travel of departmental staff from the grant funds in 2010.

## Fiscal Impact

1. This 100% grantor share award will have no impact on the tax levy.

Prepared by: Richard L. Withers, ext. 8532
LRB-Research and Analysis Section
December 8, 2009

Cc: Marianne C. Walsh, Bevan Baker, W. Martin Morics, Yvette Rowe, Angie Hagy, Raquel Filmanowitz

**NOTICES SENT TO FOR FILE 091006:**

| NAME | ADDRESS | DATE NOTICE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/3/09 | | |
| | | | | |
| | | | | |
| | |

**NOTICES SENT TO FOR FILE NUMBER: 091006**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/9/09 | | |
| | | | | |
| | | | | |
| | |

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 091007 **Version:** 1 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | Substitute resolution relative to the application, acceptance and funding of the 2010 Comprehensive Home Visiting Grant from the State of Wisconsin Department of Health Services. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | HEALTH CARE, HEALTH DEPARTMENT, STATE GRANTS | | |
| **Attachments:** | Fiscal Note.pdf, Grant Analysis.pdf, Operating Grant Budget.pdf, Fiscal Analysis, Hearing Notice List, Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/3/2009 | 0 | PUBLIC SAFETY COMMITTEE | HEARING NOTICES SENT | | |
| 12/9/2009 | 1 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |
| 12/10/2009 | 1 | PUBLIC SAFETY COMMITTEE | | | |



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**Number**
091007

**Version**
SUBSTITUTE 1

**Reference**

**Sponsor**
THE CHAIR

**Title**
Substitute resolution relative to the application, acceptance and funding of the 2010 Comprehensive Home Visiting Grant from the State of Wisconsin Department of Health Services.

**Analysis**
This resolution authorizes the Health Department to apply for, accept and fund the Comprehensive Home Visiting Grant from the State of Wisconsin Department of Health Services in the amount of $834,585. The purpose of the grant is to serve families in need of services related to improving pregnancy outcomes, enhancing family functions, preventing child abuse and neglect and assuring child readiness for school.

**Body**
Whereas, The City of Milwaukee appears to be eligible for grant funds from the State of Wisconsin Department of Health Services to improve pregnancy outcomes, enhance family functions, prevent child abuse and neglect and assure child readiness for school; and

Whereas, The continued operation of this grant program from 01/01/10 to 12/31/10 would cost $834,585 comprised of $812,085 (97%) grantor share and $22,500 (3%) City Share; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that application to the State of Wisconsin Department of Health Services is authorized and the Health Department shall accept this grant without further approval unless the terms of the grant change as indicated in Milwaukee Code of Ordinances Section 304-81; and, be it

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant parent of the 2010 Special Revenue Grant and Aid Projects Fund, the following amounts for the program titled Comprehensive Home Visiting Grant:

| | | |
|---|---|---|
| Project/Grant | GR0001000000 | Fund |
| 0150 | | |
| Org | 9990 | |
| Program | 0001 | |
| Budget Year | 0000 | |
| Subclass | R999 | |
| Account | 000600 | |
| Project | Grantor Share | |
| Amount | $812,085 | |



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2. Create the necessary Special Revenue Fund - Grant and Aid Project/Grant and Project Levels; budget against these Project/Grant values the amount required under the grant agreement; and, be it

Further Resolved, That these funds are budgeted to the Health Department which is authorized to:

1. Expend from the amount budgeted sums for specified purposes as indicated in the grant budget and incur costs consistent with the award date; and

2. Expend from the 2010 grant budget for training and out-of-town travel by departmental staff;

3. Expend from the 2010 grant budget funds for specific items of equipment; and

4. Enter into subcontracts and leases as detailed in the grant budget; and, be it

Further Resolved, That the Common Council directs that the 2010 Positions Ordinance C.C. File Number 090458, should be amended as follows:

HEALTH DEPARTMENT

Under

Family and Community Health Services Division
Comprehensive Home Visiting Grant (E)

DELETE:

Public Health Nurse (X)(E) 2 position

Add:

Public Health Nurse (X)(G)(E) 2 position

Change footnote (E) to read as follows:

To expire 12/31/10 unless the Comprehensive Home Visiting Grant is extended.

**Requestor**
Health Department

**Drafter**
HEALTH
ymr
12/07/09
Home Visiting Res 2010



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CC-170 (REV. 6/86)

# CITY OF MILWAUKEE FISCAL NOTE

**A) DATE** December 7, 2009 **FILE NUMBER:** 091007

Original Fiscal Note [X] Substitute [ ]

**SUBJECT:** Substitute resolution relative to application, acceptance and funding of the 2010 Comprehensive Home Visiting Grant from the State of Wisconsin Department of Health Services.

**B) SUBMITTED BY (Name/title/dept./ext.):** Yvette M. Rowe, Business Operations Manager, X3997

**C) CHECK ONE:**

- [X] 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)
- [X] 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:** | | | $834,585 | $812,085 | |
| | | | | | |
| | | | | | |
| **TOTALS** | | | $834,585 | $812,085 | |
| | | | | | |

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

| | | |
|---|---|---|
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |

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

The expenditures above include $22,500 city share.

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

**PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE** [ ]

# GRANT ANALYSIS FORM
# OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS

**Department/Division:** Health/Maternal and Child Health

**Contact Person & Phone No: Julie Driscoll, #6002**

**Category of Request**

☐ **New Grant**

☒ **Grant Continuation** — **Previous Council File No.** 081097

☐ **Change in Previously Approved Grant** — **Previous Council File No.**

**Project/Program Title: Milwaukee Comprehensive Home Visiting Grant**

**Grantor Agency: Wisconsin Department of Health Services**

**Grant Application Date:** not applicable – continuing **Anticipated Award Date:** January, 2010

**Please provide the following information:**

**1. Description of Grant Project/Program (Include Target Locations and Populations):**

The purpose of the Milwaukee Comprehensive Home Visiting Grant is to serve families in need of services related to: 1- improving pregnancy outcomes; 2- enhancing family functions; 3- preventing child abuse and neglect; and 4- assuring child readiness for school. Families in eight zip code target areas will be identified and served over a 5 ½ year period in cooperation with multiple agencies and community-based organizations in Milwaukee. A multi-faceted case management team comprised of a social worker, community health worker and public health nurse will deliver services. In addition to direct service provision, the Milwaukee Health Department (MHD) will provide leadership for community collaboration and a centralized intake/referral system to assure coordination of services for families in need.

**2. Relationship to Citywide Strategic Goals and Departmental Objectives:**

Infant mortality reduction and assuring child health readiness for school is a major goal of the MHD.

**3. Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):**

Adequate resources currently do not exist in Milwaukee to intensively reduce the health disparities related to infant mortality and other child health indicators.

**4. Results Measurement/Progress Report (Applies only to Programs):**

- Changes in the Infant Mortality Rate and Healthy Birth Outcomes
- Reduction in the cases of Child Abuse and Neglect

**5. Grant Period, Timetable and Program Phase-out Plan:**

January 1, 2010 through December 31, 2010

**6. Provide a List of Sub grantees:**

**N/A**

**7. If Possible, Complete Grant Budget Form and Attach.**

Attached

# CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: Milwaukee Comprehensive Home Visiting Program  Project/Program Year: **2010**
CONTACT PERSON: Julie Driscoll, X6002

| NUMBER OF POSITIONS | | | PAY | | | |
|---|---|---|---|---|---|---|
| NEW | EXISTING | LINE DESCRIPTION | RANGE NO. | GRANTOR SHARE | CASH MATCH A/C # | TOTAL |
| | | **PERSONNEL COSTS** | | | | |
| | 1 | MCHVP Program Manager (X) (E) (Y) | 007 | 56,013 | | 56,013 |
| | 1 | Health Project Coordinator-MCHVP (X)(E)(Y) | 004 | 46,718 | | 46,718 |
| | 1 | Health Information Specialist (E) | 593 | 48,702 | | 48,702 |
| | 1 | Office Assistant II (E) | 410 | 29,740 | | 29,740 |
| | 2 | Public Health Nurse (X)(G)(E) | 666 | 93,806 | | 93,806 |
| | | **TOTAL PERSONNEL COSTS** | | 274,979 | 0 | 274,979 |
| | | | | | | |
| | | **FRINGE BENEFITS** | | | | |
| | | 41% | | 112,741 | | 112,741 |
| | | **TOTAL FRINGE BENEFITS** | | 112,741 | | 112,741 |
| | | | | | | |
| | | **SUPPLIES AND MATERIALS** | | | | |
| | | Office and Program Supplies | | 5,460 | | 5,460 |
| | | **TOTAL SUPPLIES AND MATERIALS** | | 5,460 | 0 | 5,460 |
| | | | | | | |
| | | **SERVICES** | | | | |
| | | Translator | | 2,000 | | 2,000 |
| | | Printing | | 1,605 | | 1,605 |
| | | Wireless cards/Cell Phone Charges | | 9,000 | | 9,000 |
| | | Travel and Training | | 3,000 | | 3,000 |
| | | Misc Services | | 0 | | 0 |
| | | Mileage | | 5,000 | | 5,000 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | Flexible Funds (300 families) | | 22,500 | 22,500 | 45,000 |
| | | PAT Recertification (20 staff at $40/staff) | | 800 | | 800 |
| | | **TOTAL SERVICES** | | 43,905 | 22,500 | 66,405 |
| | | | | | | |
| | | **EQUIPMENT** | | | | |
| | | Office Equipment and Workstations | | 0 | | 0 |
| | | Computer Equipment | | 0 | | 0 |
| | | **TOTAL EQUIPMENT** | | 0 | | 0 |
| | | | | | | |
| | | **CONTRACTUAL SERVICES** | | | | |
| | | Home Visition/Direct Service/Outreach | | 375,000 | | 375,000 |
| | | Program/Process Evaluation | | 0 | | 0 |
| | | IT/Data Consultant | | 0 | | 0 |
| | | **TOTAL CONTRACTUAL SERVICES** | | 375,000 | 0 | 375,000 |
| | | | | | | |
| | | **TOTAL COSTS** | | 812,085 | 22,500 | 834,585 |

**LRB-RESEARCH AND ANALYSIS SECTION**

**PUBLIC SAFETY COMMITTEE DECEMBER 10, 2009 ITEM 12, FILE # 091007**

File # 091007 is a resolution relative to the application, acceptance and funding of the Milwaukee Comprehensive Home Visiting Grant from the Wisconsin Department of Health and Family Services, Division of Public Health.

## Background

**1.** This is a continuing grant as reflected in File # 081097 authorizing acceptance and expenditures of an additional award in 2010 and allowing the expansion of services from 6 to 8 zip code areas.

**2.** The purposes of this continuing grant are to reduce risks of infant mortality and to assure child health readiness for school. The objectives include providing 700 families in need of services in order to:

- improve pregnancy outcomes
- enhance family functions
- prevent child abuse and neglect
- assure child readiness for school.

**3.** Families in eight zip code target areas will be identified and will be served over a 5 ½-year grant period in cooperation with multiple agencies and community based organizations in Milwaukee.

**4**. Services are delivered by a multi-faceted case management team comprised of a social worker, community health worker and public health nurse. In addition to direct service provision, the Milwaukee Health Department (MHD) provides leadership for community collaboration and a centralized intake/referral system to assure coordination of services for families in need.

## Discussion

1. The grantor share for the period January 1, 2010, through December 31, 2010, is $812,085, and the City share is $22,500. These amounts are the same as was provided in 2009.

2. The grantor share supports 6 positions including 2 Public Health Nurses, 1 Maternal and Child Health Visitation Program Manager, 1 Health Project Coordinator, 1 Health Information Specialist and 1 Office Assistant II. The budget is allocated as follows:

| | |
|---|---|
| Personnel | $ 274,979 |
| Fringe Benefits | 112,741 |
| Office and Program Supplies | 5,460 |
| Translator | 2,000 |
| Printing | 1,605 |
| Wireless Cards & Cell Phone service | 9,000 |
| Professional Recertification | 800 |
| Travel and Training | 3,000 |
| Mileage | 5,000 |

| | |
|---|---|
| Flexible Funds (300 Families) | 45,000 |
| Rercertification | 800 |
| Contract Services (Visitation/Outreach) | 375,000 |
| **Grant Total** | **$ 834,585** |

3. The City share of $22,500 is a dollar for dollar match with grantor funding for flexible funds to assist an estimated 300 families.

4. The resolution in File #091007 authorizes the City Comptroller to commit $834,585 grantor share funds within the Project/Grant Parent of the 2010 Special Revenue-Grant and Aid Projects Fund and to create appropriate Special Revenue Fund-Grant and Aid Project/Grant and Project /Grant levels.

5. The resolution further authorizes the Health Department, consistent with the terms of the grant and the proposed budget, to expend from these amounts and incur costs for purposes including the purchase of equipment, employee travel and training, and entry into subcontracts.

## Fiscal Impact

1. This resolution commits $834,585 to the Comprehensive Home Visitation Program of which $812,085 (97%) is grantor share.

2. This resolution also identifies $22,500 (3%) as the City's cash share of the Program. This amount has previously been approved in the 2010 Budget.

3. This resolution has no impact on the tax levy.

Prepared by: Richard L. Withers
LRB-Research and Analysis Section
December 8, 2009

Cc: Marianne C. Walsh
W. Martin Morics
Bevan Baker
Yvette Rowe
Julie Driscoll
Raquel Filmanowitz
Renee Joos

**NOTICES SENT TO FOR FILE 091007:**

| NAME | ADDRESS | DATE NOTICE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/3/09 | | |
| | | | | |
| | | | | |
| | |

**NOTICES SENT TO FOR FILE NUMBER: 091007**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/9/09 | | |
| | | | | |
| | | | | |
| | |

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 091008 **Version:** 1 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | Substitute resolution relative to application, acceptance and funding of the Mayors Against Illegal Guns Regional Coordinator Grant from the Joyce Foundation. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | DANGEROUS WEAPONS, FIREARMS, GRANTS, MAYOR | | |
| **Attachments:** | Fiscal Note.pdf, Grant Analysis Form.pdf, Operating Grant Budget.pdf, Fiscal Analysis, Hearing Notice List, Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/3/2009 | 0 | PUBLIC SAFETY COMMITTEE | HEARING NOTICES SENT | | |
| 12/9/2009 | 1 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |
| 12/10/2009 | 1 | PUBLIC SAFETY COMMITTEE | | | |



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**Number**
091008

**Version**
SUBSTITUTE 1

**Reference**

**Sponsor**
THE CHAIR

**Title**
Substitute resolution relative to application, acceptance and funding of the Mayors Against Illegal Guns Regional Coordinator Grant from the Joyce Foundation.

**Analysis**
This resolution authorizes the Health Department to apply for, accept and fund the Mayors Against Illegal Guns Regional Coordinator Grant from the Joyce Foundation in the amount of $75,000. The purpose of the project is to help advance local and state initiatives to combat illegal guns and prevent gun violence.

**Body:**
Whereas, The City of Milwaukee appears to be eligible for grant funds from the Joyce Foundation to provide this community-based initiative; and

Whereas, The operation of this grant project from 11/17/09 to 11/16/10 would cost $99,600 of which $24,600 would be provided by the city and $75,000 would be provided by the grantor; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that application to the Joyce Foundation is authorized and the Health Department shall accept this grant without further approval unless the terms of the grant change as indicated in Milwaukee Code of Ordinances Section 304-81; and, be it

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant Parent of the 2009 Special Revenue-Grant and Aid Projects Fund, the following amount for the project titled Mayors Against Illegal Guns Regional Coordinator Grant from the Joyce Foundation:

| | |
|---|---|
| Project/Grant | GR0000900000 |
| Fund | 0150 |
| Org | 9990 |
| Program | 0001 |
| Budget Year | 0000 |
| Subclass | R999 |
| Account | 000600 |
| Project | Grantor Share |
| Amount | $75,000 |

2. Create the necessary Special Revenue Fund - Grant and Aid Project/Grant and Project/Grant Levels; budget against these Project/Grant values the amounts required under the grant agreement; and be it



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Further Resolved, That these funds are budgeted to the Health Department which is authorized to:

1. Expend from the amount budgeted for specified purposes as indicated in the grant budget and incur costs consistent with the award date;

2. Enter into subcontracts and leases as detailed in the grant budget; and

3. Expend from the 2009 grant budget funds for training and out-of-town travel by departmental staff.

Further resolved, That the Common Council directs that the 2009 Positions Ordinance C.C. File Number 080522 and the 2010 Positions Ordinance C.C. File Number 090458, should be amended as follows:

Under

HEALTH DEPARTMENT

Amend Footnote (UUU) to read as follows:

To expire 11/16/10 unless the Mayors Against Illegal Guns Regional Coordinator Grant from the Joyce Foundation is extended.

**Requestor**
Health Department

**Drafter**
YMR
12-07-09
Mayors Against Illegal Guns 2009-10 RES



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CC-170 (REV. 6/86)

# CITY OF MILWAUKEE FISCAL NOTE

**A) DATE** December 7, 2009 **FILE NUMBER:** 091008

Original Fiscal Note [X] Substitute [ ]

**SUBJECT:** Substitute resolution relative to application, acceptance and funding of the Mayors Against Illegal Guns Regional Coordinator Grant from the Joyce Foundation.

**B) SUBMITTED BY (Name/title/dept./ext.):** Yvette M. Rowe, Business Operations Manager, X3997

**C) CHECK ONE:**

- [X] 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)
- [X] GRANT & AID ACCOUNTS (G & AA)
- [ ] OTHER (SPECIFY)

| E) PURPOSE | SPECIFY TYPE/USE | ACCOUNT | EXPENDITURE | REVENUE | SAVINGS |
|---|---|---|---|---|---|
| **SALARIES/WAGES:** | | | | | |
| | | | | | |
| | | | | | |
| **SUPPLIES:** | | | | | |
| | | | | | |
| **MATERIALS:** | | | | | |
| | | | | | |
| **NEW EQUIPMENT:** | | | | | |
| | | | | | |
| **EQUIPMENT REPAIR:** | | | | | |
| | | | | | |
| **OTHER:** | | | $99,600 | $75,000 | |
| | | | | | |
| | | | | | |
| **TOTALS** | | | $99,600 | $75,000 | |

**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**.

| | | |
|---|---|---|
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |

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

Expenditures above include the amount of $24,600 of city share.

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

**PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE** [ ]

**GRANT ANALYSIS FORM**
**OPERATING & CAPITAL GRANT PROJECT/SPROGRAMS**

**Department/Division:** Health - Office of Violence Prevention

**Contact Person & Phone No:** Terry Perry – X8553

**Category of Request**

Ξ **New Grant**

Γ **Grant Continuation** — **Previous Council File No.** 080287

Γ **Change in Previously Approved Grant** — **Previous Council File No.**

**Project/Program Title:** Mayors Against Illegal Guns Regional Coordinator Grant

**Grantor Agency:** Joyce Foundation

**Grant Application Date: June 2009** **Anticipated Award Date:** December 2010

**Please provide the following information:**

**1. Description of Grant Project/Program (Include Target Locations and Populations):**

This grant award is intended to provide a Coordinator to work under the direction of the Office of Violence Prevention to help advance local and state initiatives to combat illegal guns and prevent gun violence. In coordination with city departments, the Coordinator will develop gun violence reduction and gun safety strategies and programs. The Coordinator will also serve as a primary point of contact to the National Mayors Against Illegal Guns Coalition (MAIG) and would act as a liaison to local and regional officials and other key stakeholders.

**2. Relationship to City-wide Strategic Goals and Departmental Objectives:**

The work of the Coordinator directly supports MHD goals of reducing violence through linked prevention strategies and will advance the directive of the Mayor and the Common Council to reduce the proliferation of illegal guns in our community.

**3. Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):**

The grant is necessary to fund staffing to support project activities including coordination and planning of gun violence prevention and illegal gun-related initiatives, events, and media opportunities in Milwaukee and the region.

**4. Results Measurement/Progress Report (Applies only to Programs):**

Program and financial reporting are required semi-annually during the course of the grant period.

**5. Grant Period, Timetable and Program Phase-out Plan:**

The grant year is November 17, 2009 through November 16, 2010.

**6. Provide a List of Sub grantees:**

Not applicable

**7. If Possible, Complete Grant Budget Form and Attach to Back.**

# CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: Mayors Against Illegal Guns Regional Coordinator Grant PROJECT/PROGRAM YEAR: 2009-10

CONTACT PERSON: Terry Perry, X8553

| NUMBER OF POSITIONS | | | PAY | | | | |
|---|---|---|---|---|---|---|---|
| NEW | EXISTING | LINE DESCRIPTION | RANGE NO. | GRANTOR SHARE | IN-KIND SHARE | CASH MATCH A/C # | TOTAL |
| | | **PERSONNEL COSTS** | | | | | |
| | 1 | Program Manager - Office of Violence Prevention (X)(UUU) | 6 | 42,553 | | 17,447 | 60,000 |
| | | **TOTAL PERSONNEL COSTS** | | 42,553 | 0 | 17,447 | 60,000 |
| | | | | | | | |
| | | **FRINGE BENEFITS** | | | | | 0 |
| | | FRINGE BENEFITS | | 17,447 | 0 | 7,153 | 24,600 |
| | | **TOTAL FRINGE BENEFITS (41%)** | | 17,447 | 0 | 7,153 | 24,600 |
| | | | | | | | |
| | | **OPERATING EXPENDITURES** | | | | | |
| | | **Travel** | | 15,000 | | | 15,000 |
| | | | | | | | 0 |
| | | **TOTAL OPERATING EXPENDITURES** | | 15,000 | | | 15,000 |
| | | | | | | | |
| | | **CONTRACTUAL SERVICES** | | | | | |
| | | | | | | | 0 |
| | | **TOTAL CONTRACTUAL SERVICES** | | 0 | | | 0 |
| | | | | | | | |
| | | **INDIRECT COSTS** | | | | | |
| | | | | | | | 0 |
| | | **TOTAL INDIRECT COSTS** | | 0 | 0 | 0 | 0 |
| | | | | | | | |
| | | **TOTAL COSTS** | | 75,000 | 0 | 24,600 | 99,600 |

**LRB- RESEARCH AND ANALYSIS SECTION**

**PUBLIC SAFETY COMMITTEE DECEMBER 10, 2009 ITEM 20, FILE # 091008**

File # 091008 is a resolution relative to the application, acceptance and funding of the Mayors Against Illegal Guns Regional Coordinator Grant from the Joyce Foundation.

## Background

1. This resolution authorizes the Milwaukee Health Department (MHD) to apply for, accept and fund the Mayors Against Illegal Guns Regional Coordinator Grant from the Joyce Foundation.

2. This is a continuation of a grant program which was authorized for the period of July 1, 2008 through June 30, 2009. The position was not filled until November of 2008 and, as a result, the new award period has been adjusted to run from November 17, 2009 through November 16, 2010.

3. This grant award supports the position of a Program Manager in the Health Department's Office of Violence Prevention. The award documents and the grant analysis form attached to the file identify the funded position as a Coordinator, but, as a result of the high level of responsibility and the level of coordination with national, state and local entities, the position is formally classified as "Program Manager."

4. The Manager is responsible for advancing local and state initiatives to combat illegal guns and prevent gun violence. In coordination with city departments, the Manager develops gun violence reduction and gun safety strategies and programs. The Manager also serves as a primary point of contact to the National Mayors Against Illegal Guns Coalition (MAIG) and acts as a liaison to local and regional officials and other key stakeholders.

## Discussion

1. The period of the proposed grant is November 17, 2009, through November 16, 2010.

2. The proposed grant budget provides a total of $99,600 with City match of $24,600 and Grantor share of $75,000 budgeted as follows:

| | City Match | Total |
|---|---|---|
| **Personnel** | | |
| Program Manager-Office of Violence Prevention | $17,447 | $ 60,000 |
| **Fringe** | | |
| 41% | 7,153 | 24,600 |
| **Travel** | | |
| Air Fare, Mileage, etc. | | 15,000 |
| **TOTAL** | $24,600 | **$ 99,600** |

3. The City match of $24,600 is funded with previously authorized tax levy funds that were not expended due to receipt of a related grant.

4. The resolution in File #091008 authorizes the City Comptroller to commit $75,000 grantor share funds within the Project/Grant Parent of the 2009 Special Revenue-Grant and Aid Projects Fund and to create appropriate Special Revenue Fund-Grant and Aid Project/Grant and Project /Grant levels.

5. The resolution further authorizes the Health Department, consistent with the terms of the grant, to expend from these budgeted amounts and incur costs consistent with the award documents including costs of training and travel.

**Fiscal Impact**

1. The total amount of this grant is $75,000, grantor share and $24,600 City match.

2. The City match has been budgeted for violence reduction activities and, therefore, there is no impact on the tax levy.

Prepared by: Richard L. Withers, ext. 8532
LRB-Research and Analysis Section
December 8, 2009

Cc: Marianne C. Walsh
W. Martin Morics
Bevan Baker
Yvette Rowe
Raquel Filmanowitz
Terry Perry
Renee Joos

**NOTICES SENT TO FOR FILE 091008:**

| NAME | ADDRESS | DATE NOTICE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/3/09 | | |
| | | | | |
| | | | | |
| | |

**NOTICES SENT TO FOR FILE NUMBER: 091008**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/9/09 | | |
| | | | | |
| | | | | |
| | |

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 091009 **Version:** 1 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | Substitute resolution relative to the application, acceptance and funding of the 2010 Dual Protection Partnership Initiative from the State of Wisconsin Division of Public Health-Family Planning Program (DPH-FP) and the Family Planning Health Services, Inc. (FPHS, Inc.). | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | HEALTH CARE, HEALTH DEPARTMENT, STATE GRANTS | | |
| **Attachments:** | Fiscal Note.pdf, Grant Analysis.pdf, Operating Grant Budget.pdf, Fiscal Analysis, Hearing Notice List, Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/3/2009 | 0 | PUBLIC SAFETY COMMITTEE | HEARING NOTICES SENT | | |
| 12/9/2009 | 1 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |
| 12/10/2009 | 1 | PUBLIC SAFETY COMMITTEE | | | |



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**Number**
091009

**Version**
SUBSTITUTE 1

**Reference**

**Sponsor**
THE CHAIR

**Title**
Substitute resolution relative to the application, acceptance and funding of the 2010 Dual Protection Partnership Initiative from the State of Wisconsin Division of Public Health-Family Planning Program (DPH-FP) and the Family Planning Health Services, Inc. (FPHS, Inc.).

**Analysis**
This resolution authorizes the Health Department to apply for, to accept and fund the Dual Protection Partnership Initiative from the State of Wisconsin Division of Public Health-Family Planning Program (DPH-FP) and the Family Planning Health Services, Inc. (FPHS, Inc.) in the amount of $161,650. The purpose of the project is to improve access for low-income women to receive dual protection services and supplies, to create a convenient access point for Medicaid Family Planning Waiver enrollment, to increase patient access to on-going reproductive health services, and will establish "dual protection" as a standard of care.

**Body**
Whereas, The City of Milwaukee appears to be eligible for grant funds from the State of Wisconsin Division of Public Health-Family Planning Program (DPH-FP) and the Family Planning Health Services, Inc. (FPHS, Inc.) to improve access for low-income women to receive dual protection services and supplies; and

Whereas, The operation of this grant project from 01/01/10 to 12/31/10 would cost $161,650 provided entirely by the grantor; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that application to the State of Wisconsin Division of Public Health-Family Planning Program (DPH-FP) and the Family Planning Health Services, Inc. (FPHS, Inc.) is authorized and the Health Department shall accept this grant without further approval unless the terms of the grant change as indicated in Milwaukee Code of Ordinances Section 304-81; and, be it

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant Parent of the 2010 Special Revenue-Grant and Aid Projects Fund, the following amounts for the project titled Dual Protection Partnership Initiative from the State of Wisconsin Division of Public Health-Family Planning Program (DPH-FP) and the Family Planning Health Services, Inc. (FPHS, Inc.):

| | |
|---|---|
| Project/Grant | GR0001000000 |
| Fund | 0150 |
| Org | 9990 |
| Program | 0001 |



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| | |
|---|---|
| Budget Year | 0000 |
| Subclass | R999 |
| Account | 000600 |
| Project | Grantor Share |
| Amount | $161,650 |

2. Create the necessary Special Revenue Fund - Grant and Aid Project/Grant and Project/Grant Levels; budget against these Project/Grant values the amount required under the grant agreement; and, be it

Further Resolved, That these funds are budgeted to the Health Department which is authorized to:

1. Expend from the amount budgeted sums for specified purposes as indicated in the grant budget and incur costs consistent with the award date;

2. Expend from the 2010 grant budget for training and out-of-town travel for staff;

3. Expend from the 2010 grant budget for equipment as specified in the grant budget; and, be it

Further Resolved, That the Common Council directs that the 2010 Positions Ordinance C.C. File Number 090458, should be amended as follows:

Under

HEALTH DEPARTMENT

Change footnote (BBB) to read as follows:

To expire 12/31/10 unless the Dual Protection Partnership Initiative from the State of Wisconsin Division of Public Health-Family Planning Program (DPH-FP) and the Family Planning Health Services, Inc. (FPHS, Inc.) is extended.

**Requestor**
Health Department

**Drafter**
YMR
12-07-09
Dual Protection Resolution 2010



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CC-170 (REV. 6/86)

# CITY OF MILWAUKEE FISCAL NOTE

**A) DATE** December 07, 2009 **FILE NUMBER:** 091009

Original Fiscal Note [X] Substitute [ ]

**SUBJECT:** Substitute resolution relative to application, funding, and expenditure of the 2010 Dual Protection Partnership Initiative from the State of Wisconsin Division of Public Health-Family Planning Program (DPH-FP) and the Family Planning Health Services, Inc. (FPHS, Inc.)

**B) SUBMITTED BY (Name/title/dept./ext.):** Yvette M. Rowe, Business Operations Manager, X3997

**C) CHECK ONE:**

- [X] 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)
- [X] 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:** | | | $161,650 | $161,650 | |
| | | | | | |
| | | | | | |
| **TOTALS** | | | $161,650 | $161,650 | |

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

| | | |
|---|---|---|
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |

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

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

**PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE** [ ]

# GRANT ANALYSIS FORM
# OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS

**Department/Division:** HEALTH DEPARTMENT/DISEASE CONTROL AND ENVIRONMENTAL HEALTH SERVICES DIVISION

**Contact Person & Phone No: Irmine Reitl, X8555**

**Category of Request**

☐ **New Grant**

☒ **Grant Continuation** — **Previous Council File No.** 081102

☐ **Change in Previously Approved Grant** — **Previous Council File No.**

**Project/Program Title: Dual Protection Partnership Initiative**

**Grantor Agency:** State of Wisconsin Division of Public Health-Family Planning Program (DPH-FP) and the Family Planning Health Services, Inc. (FPHS, Inc.).

**Grant Application Date:** December 2009 **Anticipated Award Date:** January 2010

**Please provide the following information:**

**1. Description of Grant Project/Program (Include Target Locations and Populations):**

The purpose of the project is to improve access for low-income women to receive dual protection services and supplies, to create a convenient access point for Medicaid Family Planning Waiver enrollment, to increase patient access to on-going reproductive health services, and will establish "dual protection" as a standard of care. Dual protection means simultaneous intervention to assist patients to reduce the risk of STD/STI as well as to prevent unintended pregnancy.

**2. Relationship to City-wide Strategic Goals and Departmental Objectives:**

This project is directly related to the citywide goals of improving health in the community and to specific Health Department objectives related to decreasing rates of STDs and HIV. Milwaukee citizens, like persons everywhere, contract STDs and HIV as a result of their risk behaviors. Risk reduction counseling that is shown to be effective in this very high-risk population will, when implemented on a broader scale, contribute substantially towards the achievement of these departmental objectives and citywide strategic goals. This project also aims to contribute to the Health Department objective related to decreasing teen pregnancy.

**3. Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):**

These grant funds are needed to support a nurse practitioner position as well as program supplies and skills-based trainings related to STD testing. There is no anticipated adverse impact on other departmental operations, but depending on the results of the data analysis there may be multiple positive effects on other prevention activities within the Department.

**4. Results Measurement/Progress Report (Applies only to Programs):**

Statistical and billing reports will be submitted monthly.

**5. Grant Period, Timetable and Program Phase-out Plan:**

The grant period is 01/01/10 through 12/31/2010

**6. Provide a List of Subgrantees:**

**N/A**

**7. If Possible, Complete Grant Budget Form and Attach to Back.**

# CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: Dual Protection Partnership Initiative
PROJECT/PROGRAM YEAR: **1/1/2010 - 12/31/10**
CONTACT PERSON: Irmine Reitl, X8555

| NUMBER OF POSITIONS | | | PAY | | | | |
|---|---|---|---|---|---|---|---|
| NEW | EXISTING | LINE DESCRIPTION | RANGE NO. | GRANTOR SHARE | IN-KIND SHARE | CASH MATCH A/C # | TOTAL |
| | | **PERSONNEL COSTS** | | | | | |
| | 1 | Nurse Practitioner (X) (AAA) (BBB) | | 65,000 | | | 65,000 |
| | | | | | | | 0 |
| | | **TOTAL PERSONNEL COSTS** | | 65,000 | | | 65,000 |
| | | | | | | | |
| | | **FRINGE BENEFITS (41%)** | | | | | |
| | | 41% | | 26,650 | | | 26,650 |
| | | **TOTAL FRINGE BENEFITS** | | 26,650 | | | 26,650 |
| | | | | | | | |
| | | **SUPPLIES AND MATERIALS** | | | | | |
| | | Program Supplies | | 10,000 | | | 10,000 |
| | | Condoms and Educational Supplies | | 10,000 | | | 10,000 |
| | | Office and Clinic Supplies | | 40,000 | | | 40,000 |
| | | **TOTAL SUPPLIES AND MATERIALS** | | 60,000 | | | 60,000 |
| | | | | | | | |
| | | **EQUIPMENT AND FACILITY RENT** | | | | | |
| | | | | | | | 0 |
| | | **TOTAL EQUIPMENT AND FACILITY RENT** | | 0 | | | 0 |
| | | | | | | | |
| | | **SERVICES** | | | | | |
| | | Travel and Training | | 10,000 | | | 10,000 |
| | | **TOTAL SERVICES** | | 10,000 | | | 10,000 |
| | | | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | **TOTAL COSTS** | | 161,650 | 0 | 0 | 161,650 |

**LRB-RESEARCH AND ANALYSIS SECTION**

**PUBLIC SAFETY COMMITTEE DECEMBER 10, 2009 ITEM 14, FILE # 091009**

File # 091009 is a resolution relative to application, acceptance and funding of the Dual Protection Partnership Initiative Grant from the State of Wisconsin Division of Public Health and Family Planning Health Services, Inc.

## Background

1. This resolution authorizes the Milwaukee Health Department (MHD) to apply for, accept and fund the Dual Protection Partnership Initiative program from the State of Wisconsin Department of Health and Family Services, Division of Public Health.

2. This is a continuing grant program representing a reorganization of funding for family planning services and supplies and additional services including screening, diagnosis, treatment and prevention of sexually transmitted infections. This reorganization was implemented in June, 2008, and the first award was authorized by Resolution File # 080278. The current award is authorized in Resolution File # 081102.

3. The purpose of this program is to improve access for low-income women to "dual protection" services and supplies. "Dual protection" refers to medical intervention to simultaneously reduce risks of sexually transmitted infection and prevention of unintended pregnancy.

4. One stated goal of the program is to establish "dual protection" as a standard of medical care.

5. One additional objective is to assure a more convenient point of patient access for Medicaid Family Planning Waiver enrollment.

6. The program will also provide on-going services essential to the overall objective of the City to reduce teen pregnancy.

## Discussion

1. The proposed grant period is January 1, 2009, through December 31, 2009.

2. The proposed annual budget provides:

| | |
|---|---|
| **Personnel Costs** | |
| 1 Nurse Practitioner (1.0 FTE at PR 670) | $ 65,000 |
| **Fringe** | |
| 41% | 26,650 |
| **Supplies** | |
| Office and Clinic Supplies | 60,000 |
| **Travel and Training** | 10,000 |
| **TOTAL** | **$161,650** |

4. The resolution in File #091009 authorizes the City Comptroller to commit $161.650grantor share funds within the Project/Grant Parent of the 2010 Special Revenue-Grant and Aid Projects Fund and to create appropriate Special Revenue Fund-Grant and Aid Project/Grant and Project /Grant levels.

5. The resolution further authorizes the Health Department, consistent with the terms of the grant, to expend from these budgeted amounts and to incur costs consistent with the award documents including training and out-of-town travel and specified equipment.

**Fiscal Effect**

1. The total amount of this grant is $161,650, entirely from the grantor.

2. There is no impact on the tax levy.

Prepared by: Richard L. Withers, ext. 8532
LRB-Research and Analysis Section
December 8, 2009

Cc: Marianne C. Walsh
W. Martin Morics
Bevan Baker
Yvette Rowe
Irmine Reitl
Paul Biedrzycki

**NOTICES SENT TO FOR FILE 091009:**

| NAME | ADDRESS | DATE NOTICE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/3/09 | | |
| | | | | |
| | | | | |
| | |

**NOTICES SENT TO FOR FILE NUMBER: 091009**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/9/09 | | |
| | | | | |
| | | | | |
| | |

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 091010 **Version:** 1 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | Substitute resolution relative to the application, acceptance and funding of the 2010 Sexually Transmitted Diseases Grant from the State of Wisconsin Department of Health Services. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | HEALTH CARE, HEALTH DEPARTMENT, STATE GRANTS | | |
| **Attachments:** | Fiscal Note, Grant Analysis.pdf, Operating Grant Budget.pdf, Operating Grant Budget - STD and Infertility Prevention.pdf, Fiscal Analysis, Hearing Notice List, Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/3/2009 | 0 | PUBLIC SAFETY COMMITTEE | HEARING NOTICES SENT | | |
| 12/9/2009 | 1 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |
| 12/10/2009 | 1 | PUBLIC SAFETY COMMITTEE | | | |



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**Number**
091010

**Version**
SUBSTITUTE 1

**Reference**

**Sponsor**
THE CHAIR

**Title**
Substitute resolution relative to the application, acceptance and funding of the 2010 Sexually Transmitted Diseases Grant from the State of Wisconsin Department of Health Services.

**Analysis**
This resolution authorizes the Health Department to apply for, accept and fund the Sexually Transmitted Diseases Grant from the Wisconsin Department of Health Services in the amount of $513,865. The purpose of the project is to reduce the incidence and complications of sexually transmitted diseases through preventive health education services and focused disease intervention activities.

**Body**
Whereas, The City of Milwaukee appears to be eligible for grant funds from the Wisconsin Department of Health Services to reduce the incidence and complications of sexually transmitted diseases through preventive health education services and focused disease intervention activities; and

Whereas, The operation of this grant project from 01/01/10 to 12/31/10 would cost $513,865 entirely provided by the grantor; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that application to the Wisconsin Department of Health Services is authorized and the Health Department shall accept this grant without further approval unless the terms of the grant change as indicated in Milwaukee Code of Ordinances Section 304-81; and, be it

Further Resolved, That the City Comptroller is authorized to commit funds within the Project/Grant Parent of the 2010 Special Revenue Grant and Aid Project fund, the following amount for the project titled Sexually Transmitted Diseases Grant:

| | |
|---|---|
| Project Grant | GR0001000000 |
| Fund | 0150 |
| Org | 9990 |
| Program | 0001 |
| Budget Year | 0000 |
| Subclass | R999 |
| Account | 000600 |
| Project | Grantor Share |
| Amount | $513,865 |

And to create the necessary Special Revenue Fund - Grant and Aid Project/Grant and Project/Grant Levels;



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budget against these Project/Grant values the amounts required under the grant agreement; and, be it

Further Resolved, That these funds are budgeted to the Health Department which is authorized to:

1. Expend from the amount budgeted sums for specified purposes as indicated in the grant budget and incur costs consistent with the award date;

2. Expend from the 2010 grant budget for training and out-of town travel for staff;

3. Expend from the 2010 grant budget for equipment as specified in the grant budget; and, be it

Further Resolved, That the Common Council directs that the 2010 Positions Ordinance C.C. File Number 090458, should be amended as follows:

Change footnote (F) to read as follows:

To expire 12/31/10 unless the Sexually Transmitted Diseases Grant, available from the State of Wisconsin Department of Health Services, is extended.

**Requestor**
Health Department

**Drafter**
12/07/09
ymr
STD RES 2010



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CC-170 (REV. 6/86)

# CITY OF MILWAUKEE FISCAL NOTE

**A) DATE** December 07, 2009 **FILE NUMBER:** 091010

Original Fiscal Note [X] Substitute [ ]

**SUBJECT:** Substitute resolution relative to application, acceptance and funding of the 2010 Sexually Transmitted Diseases Grant from the State of Wisconsin Department of Health Services.

**B) SUBMITTED BY (Name/title/dept./ext.):** Yvette M. Rowe, Business Operations Manager, X3997

**C) CHECK ONE:**

- [X] 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)
- [X] 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:** | | | $513,865 | $513,865 | |
| | | | | | |
| | | | | | |
| **TOTALS** | | | $513,865 | $513,865 | |
| | | | | | |

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

| | | |
|---|---|---|
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |

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

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

**PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE** [ ]

# GRANT ANALYSIS FORM
# OPERATING & CAPITAL PROJECT/PROGRAMS

**Department/Division:** Health

**Contact Person & Phone No: Irmine Reitl, X8555**

**Category of Request**

Γ **New Grant**

Ξ **Grant Continuation** — **Previous Council File No.** 081101

Γ **Change in Previously Approved Grant** — **Previous Council File No.**

**Project/Program Title: Sexually Transmitted Diseases Grant**

**Grantor Agency: Wisconsin Division of Health Services**

**Grant Application Date:** Not applicable - Continuing **Anticipated Award Date: January**, 2010

**Please provide the following information:**

**1. Description of Grant Project/Program (Include Target Locations and Populations):**

The purpose of the Sexually Transmitted Diseases Grant is to reduce the incidence and complications of sexually transmitted diseases in Milwaukee through preventive health education services and focused disease intervention activities. This grant allows the Milwaukee Health Department to provide gonorrhea culture test services to health care providers in the community as well as case finding and epidemiological tracking and follow-up of cases of STD and HIV.

**2. Relationship to Citywide Strategic Goals and Departmental Objectives:**

This grant assists the Health Department in achieving its objective of "reducing the illness and injury from communicable disease in Milwaukee". By aiming to reduce the incidence of STD's, the grant promotes the citywide goal of improving the health of Milwaukee's citizens.

**3. Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):**

More than 60% of all reported sexually transmitted disease morbidity in Southeast Wisconsin occurs in the City of Milwaukee. The incidence of STD's remains high and the consequences of these diseases include infertility, miscarriage, stillbirth and premature births. These grant funds are essential to the effectiveness of the Health Department's STD Program.

**4. Results Measurement/Progress Report (Applies only to Programs):**

**5.** Grant Periods**, Timetable and Program Phase-out Plan:**

The grant period is 01-01-10 through 12-31-10.

**6. Provide List of Sub grantees:**

**N/A**

**7. If Possible, Complete Grant Budget Form and Attach to Back.**

# CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: Sexually Transmitted Diseases Grant
PROJECT/PROGRAM YEAR: **2010**
CONTACT PERSON: Irmine Reitl, X8555

| NUMBER OF POSITIONS | | | PAY | | | | |
|---|---|---|---|---|---|---|---|
| NEW | EXISTING | LINE DESCRIPTION | RANGE NO. | GRANTOR SHARE | IN-KIND SHARE | CASH MATCH A/C # | TOTAL |
| | | **PERSONNEL COSTS** | | | | | |
| | 3 | Communicable Disease Specialist (X) (F) | 530 | 126,745 | | | 126,745 |
| | | **TOTAL PERSONNEL COSTS** | | **126,745** | | | **126,745** |
| | | | | | | | |
| | | **FRINGE BENEFITS (42%)** | | | | | |
| | | 41% | | 53,233 | | | 53,233 |
| | | **TOTAL FRINGE BENEFITS** | | **53,233** | | | **53,233** |
| | | | | | | | |
| | | **SUPPLIES AND MATERIALS** | | | | | |
| | | Program Supplies | | 2,000 | | | 2,000 |
| | | Lab Supplies | | 8,000 | | | 8,000 |
| | | Unigold Rapid HIV Test Kits | | 0 | | | 0 |
| | | Condoms and Educational Supplies | | 0 | | | 0 |
| | | **TOTAL SUPPLIES AND MATERIALS** | | **10,000** | | | **10,000** |
| | | | | | | | |
| | | **SERVICES** | | | | | |
| | | Travel and Training | | 4,022 | | | 4,022 |
| | | **TOTAL SERVICES** | | **4,022** | | | **4,022** |
| | | | | | | | |
| | | **TOTAL COSTS** | | **194,000** | **0** | **0** | **194,000** |

# CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: STD-Infertility Prevention Grant
PROJECT/PROGRAM YEAR: **2010**
CONTACT PERSON: Irmine Reitl, X8555

| NUMBER OF POSITIONS | | | PAY | | | | |
|---|---|---|---|---|---|---|---|
| NEW | EXISTING | LINE DESCRIPTION | RANGE NO. | GRANTOR SHARE | IN-KIND SHARE | CASH MATCH A/C # | TOTAL |
| | | **PERSONNEL COSTS** | | | | | |
| | 1 | Microbiologist II (F) | 642 | 47,732 | | | 47,732 |
| | 1 | Office Assistant III (F) | 425 | 28,176 | | | 28,176 |
| | 4 | Communicable Disease Specialist (X) (F) | 530 | 150,947 | | | 150,947 |
| | | **TOTAL PERSONNEL COSTS** | | **226,855** | | | **226,855** |
| | | | | | | | |
| | | **FRINGE BENEFITS (42%)** | | | | | |
| | | 41% | | 93,010 | | | 93,010 |
| | | **TOTAL FRINGE BENEFITS** | | **93,010** | | | **93,010** |
| | | | | | | | |
| | | **SUPPLIES AND MATERIALS** | | | | | |
| | | Program Supplies | | 0 | | | 0 |
| | | Lab Supplies | | 0 | | | 0 |
| | | Unigold Rapid HIV Test Kits | | 0 | | | 0 |
| | | Condoms and Educational Supplies | | 0 | | | 0 |
| | | **TOTAL SUPPLIES AND MATERIALS** | | **0** | | | **0** |
| | | | | | | | |
| | | **SERVICES** | | | | | |
| | | Travel and Training | | 0 | | | 0 |
| | | **TOTAL SERVICES** | | **0** | | | **0** |
| | | | | | | | |
| | | **TOTAL COSTS** | | **319,865** | **0** | **0** | **319,865** |

**LRB-RESEARCH AND ANALYSIS SECTION**

**PUBLIC SAFETY COMMITTEE DECEMBER 10, 2009 ITEM 15, FILE # 091010**

File # 091010 is a resolution relative to application, acceptance and funding of the 2010 Sexually Transmitted Diseases Grant from the State of Wisconsin Department of Health and Family Services, Division of Public Health.

## Background

1. The Health Department reports that more than 60% of reported sexually transmitted diseases (STDs) in Southeastern Wisconsin occur in the City of Milwaukee.

2. Health Commissioner Baker has described the current incidence and rate of STD infections in Milwaukee as an epidemic. These infections present a risk of dangerous and long-lasting health problems including pelvic inflammatory disease, ectopic pregnancy, and infertility.

3. The rate of serious reportable STD infection in the Milwaukee metropolitan area places Milwaukee second behind the Memphis area among the largest 50 metropolitan areas in the nation as reported by the U.S. Centers for Disease Control (CDC). The Chlamydia rate has declined slightly in the last 3 years and Milwaukee no longer has the highest rate of reported Chlamydia infections, but is now ranked 2nd behind Memphis. CDC disease surveillance reports continue to place Milwaukee 2nd in the incidence of Gonorrhea infections, also behind Memphis. The reported rate of Gonorrhea infection in 2007 was 328.5 per 100,000 population, down only slightly from 2006.

4. Annual grant awards from the State of Wisconsin for sexually transmitted disease prevention programming have been reduced over the past 2 years. The award was reduced by more than 10% between the 2008 grant and the 2009 grant. The 2010 grant will provide $88,845 (-14.7%) less than the 2009 grant. Actual resources for treatment may have increased, however, as a result of the State's expanding BadgerCare and Family Planning (Medicaid Waiver) programs.

## Discussion

1. This continuing grant from the State of Wisconsin Department of Health Services supports 9 positions and requires no City matching funds or in-kind commitment.

2. The term of this grant is from January 1, 2010, to December 31, 2010.

3. The grant amount is $513,865, grantor share only, a reduction of $88,845 (-14.7%) from the amount awarded in 2009, and is in 2 program areas as follows:

**Sexually Transmitted Diseases Grant**

| | |
|---|---|
| Microbiologist II (1) | $ 47,732 |
| Office Assistant III (1) | 28,176 |

| | | |
|---|---|---|
| Communicable Disease Specialists (7) | | 277,692 |
| Fringe Benefits (41%) | | 146,243 |
| Program Supplies (Including Lab) | | 10,000 |
| Travel and Training | | 4,022 |
| | **TOTAL** | **$513,865** |

4. The resolution in File # 091010 authorizes the City Comptroller to commit $513,865 grantor share funds within the Project/Grant Parent of the 2010 Special Revenue-Grant and Aid Projects Fund and to create appropriate Special Revenue Fund-Grant and Aid Project/Grant and Project /Grant levels.

5. The resolution further authorizes the Health Department, consistent with the terms of the grant, to: expend from these budgeted amounts; enter into subcontracts and leases; and to expend funds for training and out-of-town travel of departmental staff from the grant funds in 2010.

## Fiscal Impact

1. This 100% grantor share award of $513,865 supports continuing programming and will have no impact on the tax levy.

Prepared by: Richard L. Withers
LRB-Research and Analysis Section
December 9, 2009

Cc: Marianne C. Walsh
W. Martin Morics
Bevan Baker
Raquel Filmanowicz
Yvette Rowe
Irmine Reitl
Shaira Hanif
Renee Joos

**NOTICES SENT TO FOR FILE 091010:**

| NAME | ADDRESS | DATE NOTICE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/3/09 | | |
| | | | | |
| | | | | |
| | |

**NOTICES SENT TO FOR FILE NUMBER: 091010**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/9/09 | | |
| | | | | |
| | | | | |
| | |

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 091011 **Version:** 1 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | Substitute resolution relative to the application, acceptance and funding of the 2010 Tobacco Control Grant from the State of Wisconsin Department of Health Services. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | CIGARETTES, HEALTH CARE, HEALTH DEPARTMENT, STATE GRANTS | | |
| **Attachments:** | Fiscal Note.pdf, Grant Analysis.pdf, Operating Grant Budget.pdf, Fiscal Analysis, Hearing Notice List, Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/3/2009 | 0 | PUBLIC SAFETY COMMITTEE | HEARING NOTICES SENT | | |
| 12/9/2009 | 1 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |
| 12/10/2009 | 1 | PUBLIC SAFETY COMMITTEE | | | |



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**Number**
091011

**Version**
SUBSTITUTE 1

**Reference**

**Sponsor**
THE CHAIR

**Title**
Substitute resolution relative to the application, acceptance and funding of the 2010 Tobacco Control Grant from the State of Wisconsin Department of Health Services.

**Analysis**
This resolution authorizes the Health Department to apply for, accept and fund the Tobacco Control Grant from the Wisconsin Department of Health Services in the amount of $196,245. The purpose of this project is to support a broad-based community tobacco coalition in order to achieve a strategic community plan to eliminate tobacco-related health disparities and the morbidity and mortality associated with tobacco use.

**Body**
Whereas, The City of Milwaukee appears to be eligible for grant funds from the Wisconsin Department of Health Services to support a broad-based community tobacco coalition in order to achieve a strategic community plan to eliminate tobacco-related health disparities and the morbidity and mortality associated with tobacco use; and

Whereas, The operation of this grant project from 01/01/10 to 12/31/10 would cost $196,245 entirely provided by the grantor; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that application to the State of Wisconsin Department of Health Services is authorized and the Health Department shall accept this grant without further approval unless the terms of the grant change as indicated in Milwaukee Code of Ordinances Section 304-81; and, be it

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant parent of the 2010 Special Revenue-Grant and Aid Projects Fund, the following amounts for the project titled 2010 Tobacco Control Grant:

| | |
|---|---|
| Project/Grant | GR0001000000 |
| Fund | 0150 |
| Org | 9990 |
| Program | 0001 |
| Budget Year | 0000 |
| Subclass | R999 |
| Account | 000600 |
| Project | Grantor Share |
| Amount | $196,245 |



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2. Create the necessary Special Revenue Fund - Grant and Aid Project/Grant and Project Levels; budget to these Project/Grant values the amount required under the grant agreement; and, be it

Further Resolved, That these funds are budgeted to the Health Department which is authorized to:

1. Expend from the amount budgeted sums for specified purposes as indicated in the grant budget and incur costs consistent with the award date;

2. Expend from the 2010 grant budget funds for training and out-of-town travel by departmental staff;

2. Enter into subcontracts and leases as detailed in the grant budget.

Further Resolved, That the Common Council direct that the 2010 Positions Ordinance C.C. File Number 090458, should be amended as follows:

HEALTH DEPARTMENT

Change footnote (T) to read as follows:

To expire 12/31/10 unless the Tobacco Control Community Coalition II Grant, available from the State of Wisconsin Department of Health Services is extended.

**Requestor**
Health Department

**Drafter**
ymr
12/07/09
tobacco control 2010 res



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CC-170 (REV. 6/86)

# CITY OF MILWAUKEE FISCAL NOTE

**A) DATE** December 7, 2009 **FILE NUMBER:** 091011

Original Fiscal Note [x] Substitute [ ]

**SUBJECT:** Substitute resolution relative to application, acceptance and funding of the 2010 Tobacco Control Grant from the State of Wisconsin Department of Health Services.

**B) SUBMITTED BY (Name/title/dept./ext.):** Yvette M. Rowe, Business Operations Manager, X3997

**C) CHECK ONE:**

- [X] 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)
- [X] 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:** | | | $196,245 | $196,245 | |
| | | | | | |
| | | | | | |
| **TOTALS** | | | | | |
| | | | $196,245 | $196,245 | |

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

| | | |
|---|---|---|
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |

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

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

**PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE** [ ]

6/15/04

**GRANT ANALYSIS FORM**
**OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS**

Department/Division: Health/Family and Community Health Services

Contact Person & Phone No: Shaira Hanif, X3383

Category of Request

- ☐ New Grant
- ☒ Grant Continuation — Previous Council File No. 081104
- ☐ Change in Previously Approved Grant — Previous Council File No.

Project/Program Title: Milwaukee Tobacco Prevention and Control Grant, Supporting the Milwaukee Community Tobacco Coalition

Grantor Agency: State of Wisconsin, Department of Health Services, Division of Public Health

Grant Application Date: November 13, 2009

Anticipated Award Date: January 1, 2010

1. **Description of Grant Project/Program (Include Target Locations and Populations):**
The grant request includes funding for the Milwaukee Community Tobacco Coalition and Wisconsin WINS Program. Aside from a substantial reduction in funds, funds for 2010 are being granted through competitive RFP process (no longer formula allocations). Funds are being directed toward Multi-Jurisdictional Coalitions, as the TPCP believes that supporting multi-jurisdictional coalitions that are well-organized offers essential assets to Wisconsin's efforts including: coordination of local efforts linked to state goals; implementation of best practices for policy development; development of local leadership; and evaluation and monitoring of program outcomes. For the purposes of the RFP, Milwaukee is considered it's own "multi-jurisdiction," due to the size of the City and the extent of health disparities related to tobacco. It has been shown that tobacco disparities are found among low socio-economic (income, education and occupation) groups, racial/ethnic groups, and 18-24 year olds. These characteristics also describe individuals who reside in Milwaukee neighborhoods of lowest socioeconomic status, and where emphasis for tobacco control efforts is placed.

   The proposal requests $196,245.00 for 12 months. Agencies who receive an award are eligible to apply for continuation of funding in years two to five. Of the total, $172,000.00 is being requested for Community Interventions that support: coalition-building, implementation of Smoke-free Wisconsin, sustainability of tobacco funds and youth initiatives aligned with FACT (Fighting Against Corporate Tobacco). Limited funding ($24,245.00) is being offered for Wisconsin Wins activities; applicants are required to include WI Wins activities in their proposals.

2. **Relationship to City-Wide Strategic Goals and Departmental Objectives:**
There is a direct relationship between tobacco control efforts and the city's commitment to reducing health disparities in the City of Milwaukee. Tobacco control efforts reduce mortality and morbidity across all segments of the population (and particularly among communities of color and underserved populations), as well as reduce the societal burden of escalating health care costs. This project reinforces the Department's focus on public health assessment, monitoring, and assurance, and the underlines the importance of collaborative community partnerships to effectively address the reduction of illness, disability and death related to tobacco use and exposure to secondhand smoke.

3. **Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):**
Funding is essential to continue a broad-based community tobacco coalition to promote and implement a city and state-wide efforts that positively impact the health of our community. This grant supports one Tobacco Control Program Coordinator.

4. **Results Measurement/Progress Report (Applies only to Programs):**
Quarterly and final reports including strategies applied, activities completed and results achieved are provided to the funder.

5. **Grant Period, Timetable and Program Phase-Out Plan:**
January 1, 2010 – December 31, 2010

6. **Provide a list of Subgrantees:**
To be determined.

7 **If Possible, complete Grant Budget Form and attach to back. (Attached)**

# CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: Tobacco Control

PROJECT/PROGRAM YEAR: **2010**

CONTACT PERSON: Shaira Hanif, X3383

| NUMBER OF POSITIONS | | | PAY | | | | |
|---|---|---|---|---|---|---|---|
| NEW | EXISTING | LINE DESCRIPTION | RANGE NO. | GRANTOR SHARE | IN-KIND SHARE | CASH MATCH A/C # | TOTAL |
| | | **PERSONNEL COSTS** | | | | | |
| | 1 | Tobacco Control Program Coordinator (T)(X)(Y) | 005 | 66,000 | | | 66,000 |
| | | **TOTAL PERSONNEL COSTS** | | 66,000 | | | 66,000 |
| | | **FRINGE BENEFITS** | | | | | |
| | | 41% | | 27,060 | | | 27,060 |
| | | **TOTAL FRINGE BENEFITS** | | 27,060 | | | 27,060 |
| | | | | | | | |
| | | **SUPPLIES AND MATERIALS** | | | | | |
| | | Coaltion support, events, outreach, training materials | | 30,000 | | | 30,000 |
| | | **TOTAL SUPPLIES AND MATERIALS** | | 30,000 | | | 30,000 |
| | | | | | | | |
| | | **SERVICES** | | | | | |
| | | Printing | | 10,000 | | | 10,000 |
| | | Staff (phone, auto allowance, travel/training) | | 4,940 | | | 4,940 |
| | | Administrative/Overhead | | 17,000 | | | 17,000 |
| | | **TOTAL SERVICES** | | 31,940 | | | 31,940 |
| | | | | | | | |
| | | **CONTRACTUAL SERVICES** | | | | | |
| | | WI Wins | | 24,245 | | | 24,245 |
| | | FACT project coordination | | 17,000 | | | 17,000 |
| | | **TOTAL CONTRACTUAL SERVICES** | | 41,245 | | | 41,245 |
| | | | | | | | |
| | | **TOTAL COSTS** | | 196,245 | | | 196,245 |

**LRB-RESEARCH AND ANALYSIS SECTION**

**PUBLIC SAFETY COMMITTEE DECEMBER 10, 2009 ITEM 16, FILE # 091011**

**File # 091011is a resolution relative to the application, acceptance and funding of the 20120 Tobacco Control Grant from the State of Wisconsin Department of Health Services, Division of Public Health.**

## Background

1. This continuing award provides funding for the Wisconsin WINS Program and funding for the Milwaukee Community Tobacco Coalition. The Wisconsin WINS program includes enforcement activities. The activities of the Milwaukee Community Tobacco Coalition are designed to reduce and prevent tobacco use among communities of color. Current authorization for the program by the Common Council is authorized in Resolution File # 081104.

2. This program is intended to support the continuing activities of a broad-based community tobacco coalition. The coalition develops and implements a strategic community plan to eliminate tobacco-related health disparities and the morbidity and mortality associated with tobacco use.

3. The goals of the coalition are consistent with the City's priorities in promoting a healthy population and in reducing disparities in health and health care. The specific objectives of the coalition include:

   Reduction and prevention of tobacco use among communities of color;

   Prevention of tobacco use among youth;

   Promotion of smoking cessation;

   Reduction of the percentage of pregnant women who smoke; and

   Reduction of exposure to environmental tobacco smoke.

## Discussion

1. The proposed grant in the amount of $196,245 is substantially lower than the annual totals received in multiple grants over the last, but may be supplemented by further grants later in the program year. The award is allocated as follows:

| | |
|---|---|
| **Personnel Costs** | |
| 1 Health Project Coordinator (existing) | 66,000 |
| **Fringe Benefits** | 27,060 |
| **Office and Outreach Supplies** | 30,000 |
| **Services** | 31,940 |
| **Contract Services** | 41,245 |
| **Total** | **$196,245** |

2. The proposed grant period is January 1, 2010, to December 31, 2010.

3. Organizations that may receive these contracted funds include: the Wisconsin Wins program and the FACT project.

4. The resolution in File # 091011 authorizes the City Comptroller to commit $196,245 grantor share funds within the Project/Grant Parent of the 2010 Special Revenue-Grant and Aid Projects Fund and to create appropriate Special Revenue Fund-Grant and Aid Project/Grant and Project /Grant levels.

5. This resolution authorizes the Health Department, consistent with the terms of the grant, to: expend from budgeted amounts; enter into subcontracts and leases; and to expend funds for training and out-of-town travel of departmental staff from the grant funds in 2010.

**Fiscal Impact**

1. This 100% grantor share award supports continuing programming and will have no impact on the tax levy.

Prepared by: Richard L. Withers, ext. 8532
LRB-Research and Analysis Section
December 9, 2009

Cc: Marianne C. Walsh
W. Martin Morics
Bevan Baker
Yvette Rowe
Raquel Filmanowicz
Sara Mishefske
Shaira Hanif
Renee Joos

**NOTICES SENT TO FOR FILE 091011:**

| NAME | ADDRESS | DATE NOTICE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/3/09 | | |
| | | | | |
| | | | | |
| | |

**NOTICES SENT TO FOR FILE NUMBER: 091011**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/9/09 | | |
| | | | | |
| | | | | |
| | |

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 091012 **Version:** 1 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | Substitute resolution relative to the application, acceptance and funding of the 2010 Women, Infants and Children's (WIC) Grant from the State of Wisconsin Department of Health Services. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | HEALTH CARE, HEALTH DEPARTMENT, STATE GRANTS | | |
| **Attachments:** | Fiscal Note.pdf, Grant Analysis.pdf, Operating Grant Budget.pdf, Hearing Notice List, Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/3/2009 | 0 | PUBLIC SAFETY COMMITTEE | HEARING NOTICES SENT | | |
| 12/9/2009 | 1 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |
| 12/10/2009 | 1 | PUBLIC SAFETY COMMITTEE | | | |



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**Number**
091012

**Version**
SUBSTITUTE 1

**Reference**

**Sponsor**
THE CHAIR

**Title**
Substitute resolution relative to the application, acceptance and funding of the 2010 Women, Infants and Children's (WIC) Grant from the State of Wisconsin Department of Health Services.

**Analysis**
This resolution authorizes the Health Department to apply for, accept and fund the 2010 Women, Infants and Children's Grant project from the United States Department of Agriculture through the Wisconsin Department of Health Services in the amount of $1,269,438. The purpose of the project is to prevent nutrition-related health problems and to improve the health status of low-income, at-risk pregnant or breast-feeding women, infants and children up to the age of five years.

**Body**
Whereas, The City of Milwaukee appears to be eligible for grant funds from the United States Department of Agriculture through the Wisconsin Department of Health Services for supplemental nutritious food and nutrition education; and

Whereas, The operation of this grant project from 01/01/10 to 12/31/10 would cost $1,269,438 entirely provided by the grantor; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that application to the Wisconsin Department of Health Services is authorized and the Health Department shall accept this grant without further approval unless the terms of the grant change as indicated in Milwaukee Code of Ordinances Section 304-81; and, be it

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant Parent of the 2010 Special Revenue-Grant and Aid Projects fund the following amounts for the program titled Women's, Infant's and Children's Grant:

| | |
|---|---|
| Project/Grant | GR0001000000 |
| Fund | 0150 |
| Org | 9990 |
| Program | 0001 |
| BY | 0000 |
| Subclass | R999 |
| Acct | 000600 |
| Project | Grantor Share |
| Amount | $1,269,438 |



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2. Create the necessary Special Revenue Fund - Grant and Aid Project/Grant and Project level values; budget to these Project/Grant Values the amount required under the grant agreement; and, be it

Further Resolved, That these funds are budgeted to the Health Department which is authorized to:

1. Expend from the amount budgeted sums for specified purposes as indicated in the grant budget and incur costs consistent with the award date; and

2. Expend from the 2010 grant budget funds for training and out-of-town travel by departmental staff; and

3. Expend from the 2010 grant budget funds for specific items of equipment; and

4. Enter into subcontracts and leases as detailed in the grant budget; and, be it

Further Resolved, That the Common Council directs that the 2010 Positions Ordinance C.C. File Number 090458 should be amended as follows:

Under

HEALTH DEPARTMENT
Family and Community Health Services
Women's, Infant's and Children's Nutrition Program Grant (C)

DELETE:

| | |
|---|---|
| Clinic Assistant (X)(C) | 3 positions |

ADD:

| | |
|---|---|
| Clinic Assistant (X)(C) | 2 positions |
| Health Project Coordinator-WIC (X)(C ) | 1 position |

Change footnote (C) to read as follows:

To expire 12/31/10 unless the Women's, Infant's and Children's Grant, available from the Wisconsin Department of Health Services, is extended.

**Requestor**
Health Department

**Drafter**
ymr
12/07/09
WIC 2010 RES



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CC-170 (REV. 6/86)

# CITY OF MILWAUKEE FISCAL NOTE

**A) DATE** December 7, 2009 **FILE NUMBER:** 091012

Original Fiscal Note [X] Substitute [ ]

**SUBJECT:** Substitute resolution relative to application, acceptance and funding of the 2010 WIC Grant from the State of Wisconsin Department of Health Services.

**B) SUBMITTED BY (Name/title/dept./ext.):** Yvette M. Rowe, Business Operations Manager, X3997

**C) CHECK ONE:**

- [X] 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)
- [X] 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:** | | | $1,269,438 | $1,269,438 | |
| | | | | | |
| | | | | | |
| **TOTALS** | | | $1,269,438 | $1,269,438 | |
| | | | | | |

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

| | | |
|---|---|---|
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |

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

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

**PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE** [ ]

# GRANT ANALYSIS FORM
# OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS

**Department/Division:** **Health Department/Family and Community Health Services Division**

**Contact Person & Phone No:** **Nancy Castro 286-8804**

**Category of Request**

☐ **New Grant**

☒ **Grant Continuation**

☐ **Change in Previously Approved Grant**

**Previous Council File No.** 081105

**Previous Council File No.**

**Project/Program Title:** **2010 Women's, Infant's and Children's Nutrition Program Grant (C)**

**Grantor Agency:** **US Department of Agriculture through the State of Wisconsin Division of Health and Family Services**

**Grant Application Date:** N/A Continuing **Anticipated Award Date:** January 2010

**Please provide the following information:**

1. **Description of Grant Project/Program (Include Target Locations and Populations):**
   **The purpose of this program is to prevent nutrition-related health problems and to improve the health status of low income, at-risk pregnant, breast feeding, or post partum women, infants and children up to the age of five years. The locations are South Side Health Center, Northwest Health Center and the Keenan Health Center.**

2. **Relationship to Citywide Strategic Goals and Departmental Objectives:**
   **This program relates to the Health Department objective of promoting the health and safety of women and children. Specifically, this program addresses low birth weight, infant mortality and childhood obesity. Good prenatal care is effective in lowering these risk factors as well as other risks of adverse pregnancy outcomes. Research has also shown that low-income women and children often consume inadequate amounts of key nutrients needed during pregnancy, during lactation, and for growth and development.**

3. **Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):**
   In addition to the nutrition services, children attending WIC clinics were screened for lead poisoning and given immunization referrals when necessary. Children with elevated lead levels were provided follow-up.

   This program funds 17 positions and provides funding for program activities.

4. **Results Measurement/Progress Report (Applies only to Programs):**

   We exceeded our objective to serve 97% of the current contracted caseload of 8,806 and served 99% of our contract.

5. Grant Period**, Timetable and Program Phase-out Plan:**

   The grant period is January 1, 2010 through December 31, 2010

6. **Provide a List of Subgrantees:**

   **N/A**

7. **If Possible, Complete Grant Budget Form and Attach.**

   Attached.

# CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: Women, Infants and Children's (WIC) Grant
PROJECT/PROGRAM YEAR: **2010**
CONTACT PERSON: Nancy Castro, X8804

| NUMBER OF POSITIONS | | | PAY | | | | |
|---|---|---|---|---|---|---|---|
| NEW | EXISTING | LINE DESCRIPTION | RANGE NO. | GRANTOR SHARE | IN-KIND SHARE | CASH MATCH A/C # | TOTAL |
| | | **PERSONNEL COSTS** | | | | | |
| | 1 | WIC Program Manager (X) (Y) (C) | 007 | 70,194 | | | 70,194 |
| | 1 | Public Health Nurse (X) (G) (C) | 666 | 46,706 | | | 46,706 |
| | 1 | Nutritionist (X) (C) | 594 | 56,262 | | | 56,262 |
| | 1 | Nutritionist (X) (C ) (0.7 FTE) | 594 | 39,019 | | | 39,019 |
| | 5 | Dietetic Technician (X) (C ) | 503 | 198,448 | | | 198,448 |
| | 1 | Dietetic Technician - Bilingual (X) (C ) | 503 | 33,232 | | | 33,232 |
| | 2 | Clinic Assistant (X) (C ) | 309 | 73,075 | | | 73,075 |
| | 2 | Clinic Assistant - Bilingual (X) (C ) | 309 | 65,114 | | | 65,114 |
| 1 | | Health Project Coordinator-WIC (X)(C ) | 004 | 58,529 | | | 58,529 |
| | 1 | Office Assistant III (X) (C) | 425 | 37,464 | | | 37,464 |
| | 1 | Office Assistant II-Bilingual (X) (C ) | 445 | 35,041 | | | 35,041 |
| | | **TOTAL PERSONNEL COSTS** | | **713,084** | | | **713,084** |
| | | | | | | | |
| | | **FRINGE BENEFITS** | | | | | |
| | | Fringe Benefits 41% | | 292,364 | | | 292,364 |
| | | **TOTAL FRINGE BENEFITS** | | **292,364** | | | **292,364** |
| | | | | | | | |
| | | **SUPPLIES AND MATERIALS** | | | | | |
| | | Medical Supplies | | 16,000 | | | 16,000 |
| | | Office Supplies | | 20,000 | | | 20,000 |
| | | Supplies/Small Equipment | | 3,000 | | | 3,000 |
| | | Nutrition/Breastfeeding Education Supplies | | 20,000 | | | 20,000 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | **TOTAL SUPPLIES AND MATERIALS** | | **59,000** | | | **59,000** |
| | | | | | | | |
| | | **SERVICES** | | | | | |
| | | Travel/Auto Allowance | | 9,000 | | | 9,000 |
| | | Postage | | 15,000 | | | 15,000 |
| | | Printing | | 15,000 | | | 15,000 |
| | | Phone | | 20,000 | | | 20,000 |
| | | Misc services to include uniform allowance, lab coats cleaning, membership,outreach. | | 11,101 | | | 11,101 |
| | | | | | | | 0 |
| | | **TOTAL SERVICES** | | **70,101** | | | **70,101** |
| | | | | | | | |
| | | **CONTRACTUAL SERVICES** | | | | | |
| | | BF Peer Counselor | | 32,889 | | | 32,889 |
| | | Security | | 55,000 | | | 55,000 |
| | | Language Interpreter | | 22,000 | | | 22,000 |
| | | Temporary Services | | 20,000 | | | 20,000 |
| | | | | | | | 0 |
| | | **TOTAL CONTRACTUAL SERVICES** | | **129,889** | | | **129,889** |
| | | | | | | | |
| | | **EQUIPMENT** | | | | | |
| | | Miscellaneous Equipment | | 5,000 | | | 5,000 |
| | | **TOTAL EQUIPMENT COSTS** | | **5,000** | | | **5,000** |
| | | | | | | | |
| | | **INDIRECT COSTS** | | | | | |
| | | | | 0 | | | 0 |
| | | **TOTAL INDIRECT COSTS** | | 0 | | | 0 |
| | | | | | | | |
| | | **TOTAL COSTS** | | **1,269,438** | | | **1,269,438** |

**NOTICES SENT TO FOR FILE 091012:**

| NAME | ADDRESS | DATE NOTICE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/3/09 | | |
| | | | | |
| | | | | |
| | |

**NOTICES SENT TO FOR FILE NUMBER: 091012**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/9/09 | | |
| | | | | |
| | | | | |
| | |

# City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

## Master With Text

### File Number: 090967

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 090967 | **Type:** | Resolution | **Status:** | In Council-Adoption |
| **Version:** | 1 | **Reference:** | | **Controlling Body:** | FINANCE & PERSONNEL COMMITTEE |
| **Requester:** | CITY COMPTROLLER | **Cost:** | | **File Created:** | 12/01/2009 |
| **File Name:** | | | | **Final Action:** | |

**Title:** Substitute resolution authorizing cancellation the issuance of contingent borrowing for certain purposes.

**Notes:**

| | | | |
|---|---|---|---|
| **Code Sections:** | | **Agenda Date:** | |
| **Indexes:** | BUDGET, CONTINGENT FUND | **Agenda Number:** | |
| **Sponsors:** | THE CHAIR | **Enactment Date:** | |
| **Attachments:** | Cover Letter, Fiscal Note, Fiscal Analysis, Budget & Management Div response, Hearing Notice List | **Enactment Number:** | |
| **Drafter:** | rl | **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 | 12/01/2009 | ASSIGNED TO | FINANCE & PERSONNEL COMMITTEE | | | |
| | **Action Text:** | This Resolution was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE | | | | | |
| 0 | FINANCE & PERSONNEL COMMITTEE | 12/09/2009 | HEARING NOTICES SENT | | 12/16/2009 | | |
| 0 | FINANCE & PERSONNEL COMMITTEE | 12/16/2009 | SUBSTITUTED | | | | Pass |
| | **Action Text:** | A motion was made by ALD. BAUMAN that this Resolution be SUBSTITUTED. This motion PREVAILED by the following vote: | | | | | |
| | **Notes:** | *Proposed substitute A offered.* | | | | | |
| Mover: | ALD. BAUMAN | Aye:5 - Murphy, Bauman, Dudzik, Coggs, and Kovac<br>No:0 | | | | | 5-0 |
| 1 | FINANCE & PERSONNEL COMMITTEE | 12/16/2009 | RECOMMENDED FOR ADOPTION | | | | Pass |
| | **Action Text:** | A motion was made by ALD. BAUMAN that this Resolution be RECOMMENDED FOR ADOPTION. The motion PREVAILED by the following vote: | | | | | |

| | | | |
|---|---|---|---|
| Mover: | ALD. BAUMAN | Aye:5 - Murphy, Bauman, Dudzik, Coggs, and Kovac<br>No:0 | 5-0 |

1 CITY CLERK 12/16/2009 DRAFT SUBMITTED

**Action Text:** This Resolution was DRAFT SUBMITTED

1 COMMON COUNCIL 12/22/2009

## Text of Legislative File 090967

..Number
090967
..Version
Substitute 1
..Reference
080962, 081506, 081610, 090333
..Sponsor
THE CHAIR
..Title
Substitute resolution authorizing cancellation the issuance of contingent borrowing for certain purposes.

..Analysis
Total authorized contingent borrowing exceeds the amount approved in the 2009 budget. This resolution would cancel the authorization for contingent borrowing purposes no longer needed.

..Body
Whereas, Resolution Number 081610 authorizes the issuance of $4,000,000 of contingent borrowing for unanticipated 2008 expenditures, of which $3,275,131 remains unissued; and

Whereas, Resolution Number 090333 provided alternative revenues to repay the debt for the unanticipated 2008 expenditures; and

Whereas, the Common Council desires to cancel the issuance of the remaining debt for 2008 expenditures, and rescind the transfer of alternative revenues to repay that debt; and

Whereas, Resolution Numbers 080962 and 081506 authorizes the issuance of $25,000,000 and $50,000,000, respectively, of contingent borrowing for grant and aid purposes in the event anticipated grants were not received; and

Whereas, the grants anticipated by Resolution Numbers 080962 and 081506 have been received, or alternative funding has been allocated, and the contingent borrowing is no longer needed; and

Whereas, the Common Council desires to cancel the issuance of the unneeded authorizations of contingent borrowing so the amounts may be used for other purposes; now, therefore, be it

Resolved by the Common Council of the City of Milwaukee, that the remaining amounts of contingent borrowing authorized by Resolution Numbers 081506, 081610 and 080962 are no longer needed for the purposes specified there, and the remaining amounts shall not be issued; and be it

Further resolved, that the $2.7 million transfer to the Debt Service Fund authorized by Resolution Number 090333 shall not be made.

..Requestor
Comptroller

..Drafter
RSL
PD-7603a2W.rtf

12/16/09

Reply to Common Council File No. 090967
From DOA-Budget and Management Division

December 11, 2009

Ref: 09024

Common Council File 090967 contains a resolution that cancels contingent borrowing authorized in Common Council Resolutions 081506, 081610 and 080962 and also rescinds a transfer of $2.7 million to the debt service fund that was authorized in Common Council Resolution 090333.

The resolution cancels $78.3 million in contingent borrowing authority. Resolutions 080962 and 081506 provided authority for unanticipated grants that were not received in 2009 and 081610 authorized contingent borrowing for the close out of 2009 books. Because the city increased the Snow and Ice Control Fee in 2009 and will receive the revenue in 2009, the $2.7 million shortfall in 2008 will not be borrowed for. Instead it will be taken care of through the fund balance in the general fund. This also eliminates the need to transfer the revenues to debt service. The impact to the budget is the same under either approach.

If this file is not adopted, the impact will be a reduction to the amount deposited into the Tax Stabilization Fund for 2009 of $2.7 million. Without action, it will remain in the debt service fund as excess revenue and not accomplish the initial intent of the Common Council.

**RECOMMENDATION: ADOPT COMMON COUNCIL RESOLUTION 090967 THAT CANCELS THER ISSUANCE OF CONTINGENT BORROWING FOR CERTAIN PURPOSES.**

Dennis Yaccarino

Dennis Yaccarino
Budget and Policy Manager Senior

DY:dmr

FINANCE: 090967sr.doc

# LRB – RESEARCH AND ANALYSIS

**DECEMBER 16, 2009 AGENDA** **ITEM 33, FILE 090967**

**FINANCE & PERSONNEL COMMITTEE** **JAMES CARROLL**

File #090967 is a resolution authorizing cancelling the issuance of contingent borrowing for certain purposes.

## Background and Discussion

1. Total authorized contingent borrowing exceeds the amount approved in the 2009 budget. This resolution cancels the following authorizations for contingent borrowing purposes that are no longer needed:

- File #081610 authorized the sale and issuance of $4 million of contingent borrowing General Obligation Promissory Notes for excess 2008 expenditures. Of the $4 million in contingent borrowing authorized, $3,275,131 was not issued and is canceled by adoption of this resolution.

- File #080962 authorized the issuance of $25,000,000 general obligation notes to pay a general and current municipal expense associated with the Community Development Block Grant and other grant programs. The grants funds have been received. The contingent borrowing is no longer needed and is canceled by the adoption of this resolution.

2. Adoption of this resolution also rescinds the $2.7 million transfer to the Debt Service Fund authorized in File # 090333, a substitute resolution amending the 2009 Local Snow and Ice Removal Charge for the express purpose of cancelling $2.7 million of debt incurred due to 2008 snow and ice operations that exceeded budgeted amounts.

## Fiscal Impact

The resolution reduces the amount of authorized 2009 contingent borrowing by $28,275,131 and rescinds the $2.7 million transfer to the Debt Service Fund authorized in File # 090333.

Cc: Marianne Walsh
Craig Kammholz
Mark Nicolini
W. Martin Morics
Richard Li

Prepared by:
Jim Carroll, X8679
LRB Research & Analysis
December 8, 2009

..Number
090967

..Version
Proposed Substitute A

..Reference
080962, 081506, 081610, 090333

..Sponsor
THE CHAIR

..Title
Resolution authorizing cancellation the issuance of contingent borrowing for certain purposes.

..Analysis
Total authorized contingent borrowing exceeds the amount approved in the 2009 budget. This resolution would cancel the authorization for contingent borrowing purposes no longer needed.

..Body
Whereas, Resolution Number 081610 authorizes the issuance of $4,000,000 of contingent borrowing for unanticipated 2008 expenditures, of which $3,275,131 remains unissued; and

Whereas, Resolution Number 090333 provided alternative revenues to repay the debt for the unanticipated 2008 expenditures; and

Whereas, the Common Council desires to cancel the issuance of the remaining debt for 2008 expenditures, and rescind the transfer of alternative revenues to repay that debt; and

Whereas, Resolution Numbers 080962 and 081506 authorizes the issuance of $25,000,000 and $50,000,000, respectively, of contingent borrowing for grant and aid purposes in the event anticipated grants were not received; and

Whereas, the grants anticipated by Resolution Numbers 080962 and 081506 have been received, or alternative funding has been allocated, and the contingent borrowing is no longer needed; and

Whereas, the Common Council desires to cancel the issuance of the unneeded authorizations of contingent borrowing so the amounts may be used for other purposes; now, therefore, be it

Resolved by the Common Council of the City of Milwaukee, that the remaining amounts of contingent borrowing authorized by Resolution Numbers 081506, 081610 and 080962 are no longer needed for the purposes specified there, and the remaining amounts shall not be issued; and be it

Further resolved, that the $2.7 million transfer to the Debt Service Fund authorized by Resolution Number 090333 shall not be made.

..Requestor
Comptroller

..Drafter

RSL
PD-7603a2W.rtf

City of Milwaukee

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 12, 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 resolution that relates to unused contingent borrowing.

If we may be of any additional assistance, please contact Richard Li (x-2319).

Very truly yours,

W. MARTIN MORICS
Comptroller

WMM:RL
REF: PD-7603W.DOC



PACE Local 1-0313

# CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV.6/86)

A) DATE: November 11, 2009

FILE NUMBER:
Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution authorizing cancellation the issuance of contingent borrowing for certain purposes.

B) SUBMITTED BY (name/title/dept./ext.): Richard Li/Public Debt Specialist/Comptroller/2319

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)
- ☐ CAPITAL PROJECTS FUND (CPF)
- ☐ PERM. IMPROVEMENT FUNDS (PIF)
- ☐ OTHER (SPECIFY) Debt Service Fund
- ☐ CONTINGENT FUND (CF)
- ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
- ☐ GRANT & AID ACCOUNTS (G & AA)

| 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.**

| | | |
|---|---|---|
| ☐ 1-3 YEARS | ☐ 3-5 YEARS | |
| ☐ 1-3 YEARS | ☐ 3-5 YEARS | |
| ☐ 1-3 YEARS | ☐ 3-5 YEARS | |

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

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

Note: Known as “PD-7603fW.doc”

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

**NOTICES SENT TO FOR FILE NUMBER: 090967**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Wally Morics | Comptroller | 12/9/09 | | |
| Richard Li | Public Debt | 12/9/09 | | |
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# City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

## Master With Text

### File Number: 091023

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 091023 | **Type:** | Resolution | **Status:** | In Committee |
| **Version:** | 1 | **Reference:** | | **Controlling Body:** | FINANCE & PERSONNEL COMMITTEE |
| **Requester:** | CITY COMPTROLLER | **Cost:** | | **File Created:** | 12/01/2009 |
| **File Name:** | | | | **Final Action:** | |

**Title:** Substitute rsolution authorizing the Commissioners of the Public Debt to market general obligation promissory notes.

**Notes:**

**Code Sections:**

**Agenda Date:**

**Indexes:** GENERAL OBLIGATION BONDS, MUNICIPAL BORROWING

**Agenda Number:**

**Sponsors:** THE CHAIR

**Enactment Date:**

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

**Enactment Number:**

**Drafter:** rl

**Effective Date:**

**Contact:**

**Extra Date 2:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 0 | COMMON COUNCIL | 12/01/2009 | ASSIGNED TO | FINANCE & PERSONNEL COMMITTEE | | | |
| | **Action Text:** | This Resolution was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE | | | | | |
| 0 | FINANCE & PERSONNEL COMMITTEE | 12/09/2009 | HEARING NOTICES SENT | | 12/16/2009 | | |
| 1 | CITY CLERK | 12/11/2009 | DRAFT SUBMITTED | | | | |
| | **Action Text:** | This Resolution was DRAFT SUBMITTED | | | | | |
| 0 | FINANCE & PERSONNEL COMMITTEE | 12/16/2009 | | | | | |

### Text of Legislative File 091023

..Number
091023

..Version
Substitute 1

..Reference

..Sponsor
The Chair
..Title
Substitute rsolution authorizing the Commissioners of the Public Debt to market general obligation promissory notes.
..Analysis
This resolution authorizes the Commissioners of the Public Debt to issue and sell City of Milwaukee general obligation promissory notes in the amount of $860,515,274.57.

..Body
Whereas, General obligation bonds and notes have been authorized in the 2006, 2007, 2008, 2009, and 2010 municipal budgets; and

Whereas, The City has authorized up to $125,000,000 of General Obligation Commercial Paper Promissory Notes, 2008 Program Series C2, Series R3 and Series T4 (Taxable) to be outstanding from time to time (along with other commercial paper that may be, from time to time, authorized by the City to be issued, the "Commercial Paper Notes"); and

Whereas, The City has issued $10,000,000 of General Obligation Promissory Notes for Tax Incremental District Purposes in the City's Series 2009 N1 Notes maturing on February 15, 2010; and

Whereas, The City desires to provide permanent long-term financing of the Commercial Paper Notes and the $10,000,000 Tax Incremental District portion of the 2009 N1 Notes maturing on February 15, 2010; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that in accordance with sec. 67.12(12), Stats., that the Commissioners of the Public Debt are authorized and requested to issue and sell general obligation promissory notes up to the aggregate amount of $860,515,274.57 for each of the public purposes and in the amounts shown on Exhibit A, which includes $125,000,000 for refunding Commercial Paper Notes, and $10,000,000 for the refunding of the 2010 maturity of the City's General Obligation Promissory Notes, Series 2009 N1; and, be it

Further Resolved, That debt issued for purposes and amounts set forth in Exhibit A apart from this resolution, other than as Commercial Paper Notes, shall not like wise be issued pursuant to this resolution. Debt issued as Commercial Paper Notes for purposes set forth in Exhibit A may be refunded under this resolution; and, be it

Further Resolved, That the general obligation promissory notes herein authorized shall be sold by the Commissioners of the Public Debt at public or 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 notes shall be designated as determined by the Commissioners; and, be it

Further Resolved, That the general obligation promissory notes herein authorized shall be issued on or before April 30, 2011; 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 promissory notes herein authorized in accordance with the provisions of Ch. 67, Stats., and the provisions of the City of Milwaukee ordinances, such notes 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 promissory notes herein authorized shall be sold at a price of not less par and accrued interest thereon; and, be it

Further Resolved, That general obligation promissory notes sold on a tax-exempt basis shall be dated as

of the expected date of delivery, or the first or fifteenth day of the month in which they are issued, bear interest, payable semi-annually or at maturity, at coupon rates as determined by the Commissioners of the Public Debt, not to exceed 9.5%; with an issue True Interest Cost Rate not to exceed 7.5%; that general obligation promissory notes sold on a taxable basis shall be dated as of the expected date of delivery, or the first or fifteenth day of the month in which they are issued, bear interest, payable semi-annually or at maturity, at coupon rates as determined by the Commissioners of the Public Debt, not to exceed 12%; with an issue True Interest Cost Rate not to exceed 10%; that the Commissioner of the Public Debt may establish call dates at par for any or all of the notes; that the Commissioners of the Public Debt shall specify the due dates for, and the amounts of, the payment of principal of said notes, not to exceed 10 years from the date of delivery, 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 a direct annual irrepealable tax shall be levied in each year that such notes are outstanding, in an amount sufficient to pay and for the express purpose of paying the interest on said notes, 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 notes so long as any bonds of said issue remain outstanding; and, be it

Further Resolved, That interest on or principal of the notes 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 of Milwaukee 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 notes. The City will make payment of principal, redemption premium if any, and interest on the notes on the due dates to the Depository Trust Company, or its nominee, as registered owner of the notes, in same-day funds. Notices, if any, given by the City to the registered owner of the notes will be given to the Depository Trust Company. In the event that the securities depository relationship with the Depository Trust Company for the notes 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 notes in the denominations of $5,000 or in the integral multiple thereof in the aggregate principal amount by maturity then outstanding to the beneficial owners of the notes; provided however, that should any notes be owned by the Public Debt Amortization Fund, such note may be registered in the name of the Public Debt Amortization Fund and be in denominations of any amount; and, be it

Further Resolved, That with respect to the issuance of any general obligation corporate purpose notes sold on a tax-exempt basis, the City covenants with the holders from time to time of said notes that (i) throughout the term of said notes 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 Internal Revenue Code of 1986, as amended (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 interest on said notes shall be and continue to be excluded from gross income for federal income tax purposes under said Section 103; and, be it

Further Resolved, That the cost of issuing the notes and marketing same shall be paid from amounts appropriated for said purpose, or the proceeds of the note sale, or deducted from same, and the project account or accounts credited with the net proceeds of the sale or sales; and, be it

Further Resolved, That purposes for which General Obligation Commercial Paper Promissory Notes authorized by Resolution File Number 070880 may be issued shall include the purposes as described in Exhibit A attached to this file, as may be amended and supplemented from time to time.

..Requestor
Comptroller
..Drafter
Comptroller
RSL
PD-7607b2W.rtf

# CITY OF MILWAUKEE FISCAL NOTE

**CC-170 (REV.6/86)**

A) DATE: December 10, 2009

FILE NUMBER: 091023
Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution authorizing the Commissioners of the Public Debt to market general obligation promissory notes pursuant to the provisions of Ch. 67, Stats.

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)
- ☐ CAPITAL PROJECTS FUND (CPF)
- ☐ PERM. IMPROVEMENT FUNDS (PIF)
- ☒ OTHER (SPECIFY) (Debt Service Fund)
- ☐ CONTINGENT FUND (CF)
- ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
- ☐ GRANT & AID ACCOUNTS (G & AA)

| E) PURPOSE | SPECIFY TYPE/USE | ACCOUNT | EXPENDITURE | REVENUE | SAVINGS |
|---|---|---|---|---|---|
| SALARIES/WAGES: | | | | | |
| | | | | | |
| | | | | | |
| SUPPLIES: | | | | | |
| | | | | | |
| MATERIALS: | | | | | |
| | | | | | |
| NEW EQUIPMENT: | | | | | |
| | | | | | |
| EQUIPMENT REPAIR: | | | | | |
| | | | | | |
| OTHER: | Debt Service | | 1,350,000 | | |
| | | | | | |
| | | | | | |
| 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.**

| | | |
|---|---|---|
| ☒ 1-3 YEARS | ☐ 3-5 YEARS | $1.3 million in 2010 |
| ☒ 1-3 YEARS | ☒ 3-5 YEARS | $8 million per year between 2011-2020 |
| ☐ 1-3 YEARS | ☐ 3-5 YEARS | |

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

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

Assumes $60,000,000, 10 year level principal debt is issued at 4.50% before July 1. Actual amount issued may be more or less, depending upon the pace of projects. Actual debt may be amortized over a shorter or longer period depending upon useful life of the projects being financed. Actual interest rates will depend upon market conditions at the time of issuance.

However, Notes issued pursuant to this resolution would be in lieu of bonds/notes that would be issued by other means.

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE
Known as: "PD-7607bfW.doc"

# Exhibit A (091023 and 091024)
## Authorized and Unissued Bonds and Notes

| Purpose | Resolution File No. | Adoption Date or Budget Year | Bonds | Notes |
|---|---|---|---|---|
| Grant and Aid Projects - Notes | | | | |
| 2007 Authorization | 091023 | 2007 | | 300,000 |
| 2008 Authorization | 091023 | 2008 | | 300,000 |
| 2009 Authorization | 091023 | 2009 | | 300,000 |
| 2010 Authorization | 091046 | 12/22/2009 | | 300,000 |
| 2007 Housing Trust Fund | 091023 | 2007 | | 2,500,000 |
| 2009 Housing Trust Fund | 091023 | 2009 | | 400,000 |
| 2010 Housing Trust Fund | 091046 | 12/22/2009 | | 400,000 |
| Affordable Housing Initiative | 091023 | 2007 | | 250,000 |
| | | | | |
| Renewal & Development Projects | | | | |
| Development Fund | 051133 | 1/18/2006 | 1,013,193 | 1,013,193 |
| Development Fund | 060992 | 12/12/2006 | 2,200,000 | 2,200,000 |
| Development Fund | 071209 | 1/15/2008 | 1,800,000 | 1,800,000 |
| Development Fund | 081157 | 1/16/2009 | 1,425,000 | 1,425,000 |
| Development Fund | 091044 | 1/20/2010 | 1,050,000 | 1,050,000 |
| Business Improvement Districts | 051133 | 1/18/2006 | 500,000 | 500,000 |
| Business Improvement Districts | 060992 | 12/12/2006 | 500,000 | 500,000 |
| Business Improvement Districts | 071209 | 1/15/2008 | 500,000 | 500,000 |
| Business Improvement Districts | 091044 | 1/20/2010 | 1,236,250 | 1,236,250 |
| 30th St Industrial Corridor | 071209 | 1/15/2008 | 3,000,000 | 3,000,000 |
| 30th St Industrial Corridor | 091044 | 1/20/2010 | 7,000,000 | 7,000,000 |
| Healthy Neighborhood Initiative | 091044 | 1/20/2010 | 200,000 | 200,000 |
| ADA Riverwalk Construction | 081157 | 1/16/2009 | 724,000 | 724,000 |
| ADA Riverwalk Construction | 091044 | 1/20/2010 | 1,167,970 | 1,167,970 |
| Housing Infrastructure Preservation Fund | 091044 | 1/20/2010 | 600,000 | 600,000 |
| | | | | |
| Library Improvements | | | | |
| 2006 Central Library Improvement Fund | 051134 | 1/18/2006 | 215,365 | 215,365 |
| 2007 Central Library Improvement Fund | 060993 | 12/12/2006 | 237,273 | 237,273 |
| 2008 Central Library Improvement Fund | 071207 | 1/15/2008 | 602,611 | 602,611 |
| 2009 Central Library Improvement Fund | 081155 | 1/16/2009 | 194,000 | 194,000 |
| 2010 Central Library Improvement Fund | 091042 | 1/20/2010 | 825,000 | 825,000 |
| Central Library Mechanical Systems | 071207 | 1/15/2008 | 219,618 | 219,618 |
| Central Library Improvement. Fund - Exterior | 081155 | 1/16/2009 | 950,000 | 950,000 |
| 2006 Neighborhood Library Improvement | 051134 | 1/18/2006 | 67,415 | 67,415 |
| 2007 Neighborhood Library Improvement | 060993 | 12/12/2006 | 114,995 | 114,995 |
| 2008 Neighborhood Library Improvement | 071207 | 1/15/2008 | 295,000 | 295,000 |
| Villard Library Project | 081155 | 1/16/2009 | 1,000,000 | 1,000,000 |
| Villard Library Project | 091042 | 1/20/2010 | 1,750,000 | 1,750,000 |
| RFID System | 081155 | 1/16/2009 | 2,000,000 | 2,000,000 |
| RFID System | 091042 | 1/20/2010 | 1,500,000 | 1,500,000 |
| | | | | |
| Public Buildings | | | | |
| City Hall Complex Remodeling | 051135 | 1/18/2006 | 22,100 | 22,100 |
| City Hall Complex Remodeling | 060994 | 12/12/2006 | 100,000 | 100,000 |
| City Hall Comples Remodeling | 091043 | 1/20/2010 | 80,000 | 80,000 |
| ADA Compliance Program | 051135 | 1/18/2006 | 248,900 | 248,900 |
| ADA Compliance Program | 071208 | 1/15/2008 | 160,800 | 160,800 |
| ADA Compliance Program | 091043 | 1/20/2010 | 95,000 | 95,000 |

# Exhibit A (091023 and 091024)
## Authorized and Unissued Bonds and Notes

| Purpose | Resolution File No. | Adoption Date or Budget Year | Bonds | Notes |
|---|---|---|---|---|
| Public Buildings (continued) | | | | |
| Sanitation Headquarters Modifications | 060994 | 12/12/2006 | 690,690 | 690,690 |
| Sanitation HQ Mod (35th St) - Hold | 060994 | 12/12/2006 | 856,500 | 856,500 |
| Facility Systems Program | 081156 | 1/16/2009 | 1,500,000 | 1,500,000 |
| Facility Systems Program | 091043 | 1/20/2010 | 685,000 | 685,000 |
| Facilities Exterior Upgrade Program | 071208 | 1/15/2008 | 359,873 | 359,873 |
| Facilities Exterior Upgrade Program | 081156 | 1/16/2009 | 825,000 | 825,000 |
| Facilities Exterior Upgrade Program | 091043 | 1/20/2010 | 1,409,700 | 1,409,700 |
| Environmental Remediation Program | 060994 | 12/12/2006 | 52,034 | 52,034 |
| Environmental Remediation Program | 071208 | 1/15/2008 | 200,000 | 200,000 |
| Environmental Remediation Program | 081156 | 1/16/2009 | 200,000 | 200,000 |
| Environmental Remediation Program | 091043 | 1/20/2010 | 100,000 | 100,000 |
| City Hall Restoration Program | 071208 | 1/15/2008 | 3,343,305 | 3,343,305 |
| City Hall Foundation & Hollow Walk | 071208 | 1/15/2008 | 1,188,117 | 1,188,117 |
| City Hall Foundation & Hollow Walk | 081156 | 1/16/2009 | 1,800,000 | 1,800,000 |
| City Hall Foundation & Hollow Walk | 091043 | 1/20/2010 | 2,700,000 | 2,700,000 |
| DCD: Remodel 809 Building | 071208 | 1/15/2008 | 161,925 | 161,925 |
| Health Dept: Exterior Bldg Maint | 051135 | 1/18/2006 | 200,000 | 200,000 |
| Health Dept: Exterior Bldg Maint | 060994 | 12/12/2006 | 111,000 | 111,000 |
| Health Dept: Exterior Bldg Maint | 071208 | 1/15/2008 | 305,000 | 305,000 |
| Health Dept: Exterior Bldg Maint | 081156 | 1/16/2009 | 228,000 | 228,000 |
| Health Dept: Interior Bldg Maintenance | 051135 | 1/18/2006 | 92,831 | 92,831 |
| Health Dept: Interior Bldg Maintenance | 060994 | 12/12/2006 | 240,000 | 240,000 |
| Health Dept: Interior Bldg Maintenance | 071208 | 1/15/2008 | 305,000 | 305,000 |
| Health Dept: Interior Bldg Maintenance | 081156 | 1/16/2009 | 290,000 | 290,000 |
| Health: Public Health Information Network (n) | 071208 | 1/15/2008 | | 32,991 |
| Health: Public Health Information Network (n) | 081156 | 1/16/2009 | | 100,000 |
| Health Dept: Mechanical System Maintenance | 051135 | 1/18/2006 | 65,000 | 65,000 |
| Health Dept: Mechanical System Maintenance | 071208 | 1/15/2008 | 90,000 | 90,000 |
| Health Dept: Mechanical System Maintenance | 081156 | 1/16/2009 | 246,000 | 246,000 |
| Health: Facilities Capital Projects | 091043 | 1/20/2010 | 50,000 | 50,000 |
| Muni Garages/Outlying Fac Remodeling | 051135 | 1/18/2006 | 500,000 | 500,000 |
| Muni Garages/Outlying Fac Remodeling | 060994 | 12/12/2006 | 50,000 | 50,000 |
| Muni Garages/Outlying Fac Remodeling | 071208 | 1/15/2008 | 175,000 | 175,000 |
| Muni Garages/Outlying Fac Remodeling | 081156 | 1/16/2009 | 240,000 | 240,000 |
| Muni Garages/Outlying Fac Remodeling | 091043 | 1/20/2010 | 295,000 | 295,000 |
| DPW B&F: Major Capital Equipment - Notes | 071208 | 1/15/2008 | | 2,497,617 |
| DPW B&F: Major Capital Equipment - Notes | 081156 | 1/16/2009 | | 5,940,000 |
| DPW B&F: Major Capital Equipment - Notes | 091043 | 1/20/2010 | | 5,500,000 |
| Court Case Management System (n) | 071208 | 1/15/2008 | | 378,518 |
| Court Case Management System (n) | 081156 | 1/16/2009 | | 544,325 |
| Court Case Management System (n) | 091043 | 1/20/2010 | | 334,000 |
| Court: IT Disaster Recovery | 081156 | 1/16/2009 | | 139,320 |
| DPW B&F: 2 Way Radio Replacement - Notes | 050991 | 12/13/2005 | | 248,000 |
| DPW B&F: 2 Way Radio Replacement - Notes | 060994 | 12/12/2006 | | 150,000 |
| DPW B&F: 2 Way Radio Replacement - Notes | 081156 | 1/16/2009 | | 362,000 |
| DOA: Single E-Mail Store - Notes | 060994 | 12/12/2006 | | 243,735 |
| DOA: Server Con/Storage Area Net - Notes | 060994 | 12/12/2006 | | 919 |
| DOA: Server Con/Storage Area Net - Notes | 071208 | 1/15/2008 | | 24,000 |
| Clerk: License Mgmt System Req Study - Notes | 050991 | 12/13/2005 | | 132,924 |

# Exhibit A (091023 and 091024)
## Authorized and Unissued Bonds and Notes

| Purpose | Resolution File No. | Adoption Date or Budget Year | Bonds | Notes |
|---|---|---|---|---|
| Public Buildings (continued) | | | | |
| Clerk: License Mgmt System Req Study - Notes | 060994 | 12/12/2006 | | 525,000 |
| DER: Worker's Compensation System - Notes | 060994 | 12/12/2006 | | 48,167 |
| DOA: HRMS Upgrade - Notes | 060994 | 12/12/2006 | | 7 |
| DOA: E-Benefits - Notes | 060994 | 12/12/2006 | | 52,995 |
| DOA: Web Application Server | 071208 | 1/15/2008 | | 2,570 |
| DOA: Clustered Corp Database Server | 071208 | 1/15/2008 | | 63,538 |
| DOA: E-Server Tape Subsystem | 071208 | 1/15/2008 | | 3,927 |
| DOA: Backup System Replacement | 091043 | 1/20/2010 | | 161,000 |
| Menomonee Valley Fac Reloc | 051135 | 1/18/2006 | 1,830,982 | 1,830,982 |
| Space Planning | 081156 | 1/16/2009 | 148,554 | 148,554 |
| Space Planning | 091043 | 1/20/2010 | 160,000 | 160,000 |
| MacArthur Square Plaza Restoration | 071208 | 1/15/2008 | 499,812 | 499,812 |
| MacArthur Square Plaza Restoration | 081156 | 1/16/2009 | 534,000 | 534,000 |
| CSWAN/COMMON Upgrade (Telephone) | 071208 | 1/15/2008 | | 33,278 |
| Hartung Redevelopment Phase I (landfill) | 071208 | 1/15/2008 | 200,000 | 200,000 |
| Energy Challenge Fund | 071208 | 1/15/2008 | 413,998 | 413,998 |
| Energy Challenge Fund (hold) | 081156 | 1/16/2009 | 500,000 | 500,000 |
| FMIS Upgrade | 081156 | 1/16/2009 | | 1,217,600 |
| FMIS Upgrade | 091043 | 1/20/2010 | | 598,400 |
| Clerk: License Division Remodeling | 081156 | 1/16/2009 | | 350,000 |
| Election: Office Remodeling | 081156 | 1/16/2009 | 40,000 | 40,000 |
| Fire & Police Commission Office Remodel | 080960 | 1/16/2009 | 150,000 | 150,000 |
| Unified Call Center | 091043 | 1/20/2010 | | 950,000 |
| DNS: Security Upgrade - Anderson Bldg | 091043 | 1/20/2010 | 76,141 | 76,141 |
| ZMB Lower Parking Floor Restoration | 091043 | 1/20/2010 | 86,500 | 86,500 |
| | | | | |
| Harbor | | | | |
| Pier, Berth & Channel Improv. | 051136 | 1/18/2006 | 400,000 | 400,000 |
| Pier, Berth & Channel Improv. | 060995 | 12/12/2006 | 400,000 | 400,000 |
| Pier, Berth & Channel Improv. | 071199 | 1/15/2008 | 100,000 | 100,000 |
| Pier, Berth & Channel Improv. | 081147 | 1/16/2009 | 200,000 | 200,000 |
| Port Security (n) | 051136 | 1/18/2006 | 100,000 | 100,000 |
| Port Security (n) | 081147 | 1/16/2009 | 400,000 | 400,000 |
| Cargo Handling Equipment | 081147 | 1/16/2009 | 500,000 | 500,000 |
| Dockwall Rehabilitation | 051136 | 1/18/2006 | 100,000 | 100,000 |
| Dockwall Rehabilitation | 060995 | 12/12/2006 | 250,000 | 250,000 |
| Dockwall Rehabilitation | 081147 | 1/16/2009 | 150,000 | 150,000 |
| Secured Ferry Terminal Parking Facilities | 051136 | 1/18/2006 | 200,000 | 200,000 |
| Major Maint: Terminals and Piers | 051136 | 1/18/2006 | 134,238 | 134,238 |
| Sourth Harbor Tract Electrical Svc Rehab | 071199 | 1/15/2008 | 100,000 | 100,000 |
| Harbor Maintenance Dredging | 071199 | 1/15/2008 | 100,000 | 100,000 |
| Terminal Resurfacing | 071199 | 1/15/2008 | 100,000 | 100,000 |
| Terminal Resurfacing | 081147 | 1/16/2009 | 250,000 | 250,000 |
| Port Facility Systems | 071199 | 1/15/2008 | 100,000 | 100,000 |
| | | | | |
| Parking Facility Improvements | | | | |
| Deferred Structural Maintenance (20400) | 060996 | 12/12/2006 | 41,774 | 41,774 |
| Misc Structural/Mechanical/Elec Maint - Struc | 071205 | 1/15/2008 | 100,000 | 100,000 |
| Misc Structural/Mechanical/Elec Maint - Struc | 081153 | 1/16/2009 | 250,000 | 250,000 |

# Exhibit A (091023 and 091024)
## Authorized and Unissued Bonds and Notes

| Purpose | Resolution File No. | Adoption Date or Budget Year | Bonds | Notes |
|---|---|---|---|---|
| Parking Facility Improvements (continued) | | | | |
| Misc Structural/Mechanical/Elec Maint - Struc | 091040 | 1/20/2010 | 200,000 | 200,000 |
| Misc Structural/Mechanical/Elec Maint - Mech | 071205 | 1/15/2008 | 100,000 | 100,000 |
| Misc Structural/Mechanical/Elec Maint - Mech | 091040 | 1/20/2010 | 200,000 | 200,000 |
| Deferred Mechanical Maintenance (20300) | 060996 | 12/12/2006 | 11,859 | 11,859 |
| 1000 N Water Parking Structure Repairs (40200) | 081153 | 1/16/2009 | 560,000 | 560,000 |
| MacArther Sq Renovation (80170) | 060996 | 12/12/2006 | 370,000 | 370,000 |
| MacArther Sq Renovation (80170) | 071205 | 1/15/2008 | 1,500,000 | 1,500,000 |
| MacArther Sq Renovation (80170) | 081153 | 1/16/2009 | 290,000 | 290,000 |
| Multi-space Parking Meters (60100) | 081153 | 1/16/2009 | 679,431 | 679,431 |
| Tow Lot Facility Expansion | 081153 | 1/16/2009 | 536,000 | 536,000 |
| 4th and Highland | 091040 | 1/20/2010 | 550,000 | 550,000 |
| | | | | |
| Fire Stations & Improvements | | | | |
| 2006 Major Capital Equipment (n) | 051138 | 1/18/2006 | 607 | 607 |
| 2007 Major Capital Equipment (n) | 060998 | 12/12/2006 | 13,796 | 13,796 |
| 2008 Major Capital Equipment (n) | 071203 | 1/15/2008 | 1,215,179 | 1,215,179 |
| 2009 Major Capital Equipment (n) | 081151 | 1/16/2009 | 1,745,000 | 1,745,000 |
| 2010 Major Capital Equipment (n) | 091038 | 1/20/2010 | 2,821,000 | 2,821,000 |
| Fire Digital Radio System | 041185 | 2/1/2005 | 144,913 | 144,913 |
| Mechanical Systems Maintenance | 051139 | 1/18/2006 | 2,384 | 2,384 |
| Mechanical Systems Maintenance | 060997 | 12/12/2006 | 260,000 | 260,000 |
| Mechanical Systems Maintenance | 071204 | 1/15/2008 | 260,000 | 260,000 |
| Exterior Building Maintenance | 071204 | 1/15/2008 | 315,944 | 315,944 |
| Auxiliary Power Supply | 060998 | 12/12/2006 | 99,336 | 99,336 |
| Auxiliary Power Supply | 071204 | 1/15/2008 | 100,000 | 100,000 |
| Auxiliary Power Supply | 081151 | 1/16/2009 | 100,000 | 100,000 |
| Auxiliary Power Supply | 091038 | 1/20/2010 | 110,000 | 110,000 |
| Fire Repair Shop (hold) | 081152 | 1/16/2009 | 250,000 | 250,000 |
| Fire Facilties Maint Program | 081152 | 1/16/2009 | 712,500 | 712,500 |
| Fire Facilties Maint Program | 091039 | 1/20/2010 | 1,125,000 | 1,125,000 |
| | | | | |
| Police Facilities | | | | |
| Remodel Admin Bldg Offices | 060999 | 12/12/2006 | 323,226 | 323,226 |
| Remodel Admin Bldg Offices | 071202 | 1/15/2008 | 1,635,000 | 1,635,000 |
| Remodel Admin Bldg Offices | 091037 | 1/20/2010 | 1,300,000 | 1,300,000 |
| 2008 Remodel Admin Bldg Offices | 081150 | 1/16/2009 | 954,000 | 954,000 |
| Evidence Storage Warehouse | 060999 | 12/12/2006 | 3,257 | 3,257 |
| Evidence Storage Warehouse | 071202 | 1/15/2008 | 340,000 | 340,000 |
| Evidence Storage Warehouse | 091037 | 1/20/2010 | 295,000 | 295,000 |
| Training Academy Parking Lot | 051140 | 1/18/2006 | 49,364 | 49,364 |
| District Station #5 HVAC Replacement | 071202 | 1/15/2008 | 114,449 | 114,449 |
| District Station #6 Repairs | 051140 | 1/18/2006 | 1,289 | 1,289 |
| PPD Relocation/Renovation | 071202 | 1/15/2008 | 75,752 | 75,752 |
| PPD Relocation/Renovation | 081150 | 1/16/2009 | 550,000 | 550,000 |
| Criminal Investative Video Capture System - Note: | 060999 | 12/12/2006 | 697,929 | 697,929 |
| Criminal Investative Video Capture System - Note: | 071202 | 1/15/2008 | 275,000 | 275,000 |
| Surveillance Camera Program | 071202 | 1/15/2008 | 87,130 | 87,130 |
| 911 System Replacement | 081150 | 1/16/2009 | 5,000,000 | 5,000,000 |
| Automated Fingerprint Analysis System | 091037 | 1/20/2010 | 2,300,000 | 2,300,000 |

# Exhibit A (091023 and 091024)
## Authorized and Unissued Bonds and Notes

| Purpose | Resolution File No. | Adoption Date or Budget Year | Bonds | Notes |
|---|---|---|---|---|
| Bridges & Viaducts | | | | |
| State & Federally Aided Bridges BR3 | 061000 | 12/12/2006 | 2,696,000 | 2,696,000 |
| State & Federally Aided Bridges BR3 | 071195 | 1/15/2008 | 3,046,000 | 3,046,000 |
| State & Federally Aided Bridges BR3 | 081143 | 1/16/2009 | 762,000 | 762,000 |
| Design Const Renovation and/or Removal BR1 | 051141 | 1/18/2006 | 4,431,000 | 4,431,000 |
| Bridge Reconstruction - Local BR1 | 061000 | 12/12/2006 | 1,475,000 | 1,475,000 |
| Bridge Reconstruction - Local BR1 | 071195 | 1/15/2008 | 1,440,000 | 1,440,000 |
| Bridge Reconstruction - Local BR1 | 081143 | 1/16/2009 | 5,275,000 | 5,275,000 |
| Bridge Reconstruction - Local BR1 | 091031 | 1/20/2010 | 6,425,000 | 6,425,000 |
| | | | | |
| Street Improvements | | | | |
| Street Lighting - (0% cash funded) | 081144 | 1/16/2009 | 7,850,000 | 7,850,000 |
| Street Lighting - (0% cash funded) | 091032 | 1/20/2010 | 7,000,000 | 7,000,000 |
| State & Federally Aided Streets | 051142 | 1/18/2006 | 6,194,362 | 6,194,362 |
| State & Federally Aided Streets | 061001 | 12/12/2006 | 5,397,190 | 5,397,190 |
| State & Federally Aided Streets | 071197 | 1/15/2008 | 6,471,340 | 6,471,340 |
| State & Federally Aided Streets | 081145 | 1/16/2009 | 4,230,000 | 4,230,000 |
| State & Federally Aided Streets | 091033 | 1/20/2010 | 4,730,000 | 4,730,000 |
| New Street Construction | 061001 | 12/12/2006 | 200,000 | 200,000 |
| New Street Construction | 071197 | 1/15/2008 | 200,000 | 200,000 |
| New Street Construction | 081145 | 1/16/2009 | 200,000 | 200,000 |
| New Street Construction | 091033 | 1/20/2010 | 200,000 | 200,000 |
| Street Improvements - Sidewalk | 071197 | 1/15/2008 | 373,590 | 373,590 |
| Street Improvements - Sidewalk | 081145 | 1/16/2009 | 650,000 | 650,000 |
| Street Improvements - Sidewalk | 091033 | 1/20/2010 | 900,000 | 900,000 |
| Street Reconstruction - Regular Program | 081145 | 1/16/2009 | 10,300,000 | 10,300,000 |
| Street Reconstruction, Regular Pgm | 091033 | 1/20/2010 | 12,000,000 | 12,000,000 |
| Alley Reconstruction Program | 071197 | 1/15/2008 | 150,000 | 150,000 |
| Alley Reconstruction Program | 081145 | 1/16/2009 | 300,000 | 300,000 |
| Alley Reconstruction Program | 091033 | 1/20/2010 | 800,000 | 800,000 |
| Underground Electrical Manhole Recon. | 051142 | 1/18/2006 | 195,000 | 195,000 |
| Underground Electrical Manhole Recon. | 071197 | 1/15/2008 | 100,000 | 100,000 |
| Underground Electrical Manhole Recon. | 081145 | 1/16/2009 | 200,000 | 200,000 |
| Underground Electrical Manholes | 091033 | 1/20/2010 | 200,000 | 200,000 |
| Conduit & Manholes (private related use) | 081145 | 1/16/2009 | 400,000 | 400,000 |
| Conduit & Manholes (private related use) | 091033 | 1/20/2010 | 1,000,000 | 1,000,000 |
| Public Safety Communications | 080960 | 1/16/2009 | 350,000 | 350,000 |
| Public Safety Communications | 091033 | 1/20/2010 | 500,000 | 500,000 |
| Traffic Control Facilities | 081145 | 1/16/2009 | 990,000 | 990,000 |
| Traffic Control Facilities | 091033 | 1/20/2010 | 1,182,500 | 1,182,500 |
| Neighborhood Comm. Dist. St. Improvement | 051142 | 1/18/2006 | 238,535 | 238,535 |
| Neighborhood Comm. Dist. St. Improvement | 061001 | 12/12/2006 | 500,000 | 500,000 |
| Neighborhood Comm. Dist. St. Improvement | 071197 | 1/15/2008 | 1,000,000 | 1,000,000 |
| Neighborhood Comm. Dist. St. Improvement | 081145 | 1/16/2009 | 337,000 | 337,000 |
| Neighborhood Comm. Dist. St. Improvement | 091033 | 1/20/2010 | 500,000 | 500,000 |

# Exhibit A (091023 and 091024)
## Authorized and Unissued Bonds and Notes

| Purpose | Resolution File No. | Adoption Date or Budget Year | Bonds | Notes |
|---|---|---|---|---|
| Parks & Public Grounds | | | | |
| Irrigation and Landscaping | 071201 | 1/15/2008 | 23,770 | 23,770 |
| Irrigation and Landscaping | 081149 | 1/16/2009 | 582,000 | 582,000 |
| Irrigation and Landscaping | 091036 | 1/20/2010 | 462,879 | 462,879 |
| Planting Program, Pavings | 071201 | 1/15/2008 | 273,465 | 273,465 |
| Planting Program, Pavings | 081149 | 1/16/2009 | 1,500,000 | 1,500,000 |
| Boulevard Plan | 081149 | 1/16/2009 | 525,000 | 525,000 |
| Boulevard Plan | 091036 | 1/20/2010 | 580,000 | 580,000 |
| Emerald Ash Borer Readiness & Response | 081149 | 1/16/2009 | 160,000 | 160,000 |
| Recreation Facilities | 081149 | 1/16/2009 | 300,000 | 300,000 |
| Recreation Facilities | 091036 | 1/20/2010 | 388,240 | 388,240 |
| Special Assessments | | | | |
| Special Assessments 2007 | 070093 | 5/8/2007 | 2,867,244 | 2,867,244 |
| Special Assessments 2008 | 071198 | 1/15/2008 | 2,760,149 | 2,760,149 |
| Special Assessments 2009 | 081146 | 1/16/2009 | 150,300 | 150,300 |
| Special Assessments 2010 | 091034 | 1/20/2010 | 770,000 | 770,000 |
| School Purposes | | | | |
| ADA Improvements | 061004 | 12/12/2006 | 1,950,000 | 1,950,000 |
| ADA Improvements | 071206 | 1/15/2008 | 2,000,000 | 2,000,000 |
| ADA Improvements | 081154 | 1/16/2009 | 2,000,000 | 2,000,000 |
| ADA Improvements | 091041 | 1/20/2010 | 2,000,000 | 2,000,000 |
| Sewers | | | | |
| Expansion of Capacity | 061005 | 12/12/2006 | 3,460,000 | 3,460,000 |
| Sewer Maintenance Fund | | | | |
| 2005 Authorization - DSRF | 060091 | 6/20/2006 | 440,000 | 440,000 |
| 2006 Sewer Relay Program | 060091 | 6/20/2006 | 480,825.57 | 480,825.57 |
| 2006 Sewer Relay Program -DSRF | 060091 | 6/20/2006 | 2,500,000 | 2,500,000 |
| Relief and Relay | 061005 | 12/12/2006 | 22,050,000 | 22,050,000 |
| Relief and Relay - DSRF | 061005 | 12/12/2006 | 2,450,000 | 2,450,000 |
| 2008 Authorization | 071200 | 1/15/2008 | 20,120,000 | 20,120,000 |
| 2008 Authorization - DSRF | 071200 | 1/15/2008 | 4,480,000 | 4,480,000 |
| 2009 Authorization | 081148 | 1/16/2009 | 20,000,000 | 20,000,000 |
| 2009 Authorization - DSRF | 081148 | 1/16/2009 | 2,000,000 | 2,000,000 |
| 2010 Authorization | 091035 | 1/20/2010 | 12,200,000 | 12,200,000 |
| 2010 Authorization - DSRF | 091035 | 1/20/2010 | 1,362,000 | 1,362,000 |
| 2008 I & I Reduction Projects (SM497) | 071200 | 1/15/2008 | 3,000,000 | 3,000,000 |
| 2009 I & I Reduction Projects (SM494) | 081148 | 1/16/2009 | 3,250,000 | 3,250,000 |
| 2010 I & I Reduction Projects (SM49409) | 091035 | 1/20/2010 | 5,850,000 | 5,850,000 |
| Water quality projects (SM499) | 060091 | 6/20/2006 | 964,000 | 964,000 |
| Water quality projects (SM499) | 071200 | 1/15/2008 | 100,000 | 100,000 |
| BMPs for reduction of TSS in Stormwater (493) | 081148 | 1/16/2009 | 2,700,000 | 2,700,000 |
| BMPs for reduction of TSS in Stormwater (493) | 091035 | 1/20/2010 | 1,925,000 | 1,925,000 |
| SCADA Upgrade Project (497) | 081148 | 1/16/2009 | 600,000 | 600,000 |
| Water Works Borrowing | | | | |
| 2007 Authorization | 071194 | 1/15/2008 | 12,275,000 | 12,275,000 |

# Exhibit A (091023 and 091024)
## Authorized and Unissued Bonds and Notes

| Purpose | Resolution File No. | Adoption Date or Budget Year | Bonds | Notes |
|---|---|---|---|---|
| Tax Incremental Districts | | | | |
| Tax Incremental Districts | 061003 | 12/12/2006 | 27,605,294 | 27,605,294 |
| Existing TID's | 061003 | 12/12/2006 | 23,069,337 | 23,069,337 |
| New TID's | 071210 | 1/15/2008 | 38,382,000 | 38,382,000 |
| Existing TID's | 071210 | 1/15/2008 | 15,618,000 | 15,618,000 |
| New TID's | 081158 | 1/16/2009 | 30,000,000 | 30,000,000 |
| New TID's | 091045 | 1/20/2010 | 10,000,000 | 10,000,000 |
| Capitalized Interest | 061003 | 12/12/2006 | 3,584,677 | 3,584,677 |
| Capitalized Interest | 071210 | 1/15/2008 | 5,400,000 | 5,400,000 |
| Capitalized Interest | 081158 | 1/16/2009 | 3,000,000 | 3,000,000 |
| Capitalized Interest | 091045 | 1/20/2010 | 1,000,000 | 1,000,000 |
| Developer Financed TID's | 051144 | 1/18/2006 | 12,200,000 | 12,200,000 |
| Developer Financed TID's | 061003 | 12/12/2006 | 1,400,000 | 1,400,000 |
| Developer Financed TID's | 071210 | 1/15/2008 | 1,051,000 | 1,051,000 |
| Developer Financed TID's | 081158 | 1/16/2009 | 3,268,614 | 3,268,614 |
| Developer Financed TID's | 091045 | 1/20/2010 | 12,222,323 | 12,222,323 |
| | | | | |
| Contingent Borrowing | | | | |
| MPS Budget | 070246 | 6/19/2007 | | 5,400,000 |
| General | | | | |
| Unallocated | 091023 | 12/22/2009 | | 50,000,000 |
| PDAF | | | | |
| Unallocated | 091023 | 12/22/2009 | | 4,000,000 |
| Delinquent Tax | 091046 | 12/22/2009 | | 16,000,000 |
| Development Purposes | | | | |
| Unallocated | 091023 | 12/22/2009 | | 60,000,000 |
| Light Rail | 091023 | 12/22/2009 | | 20,000,000 |
| | | | | |
| Delinquent Tax Financing - Notes | 091046 | 12/22/2009 | | 24,000,000 |
| | | | | |
| Refund Commercial Paper Notes | 091024 | 12/22/2009 | 125,000,000.00 | 125,000,000.00 |
| Refund Series 2009 N1, 2010 Maturity | 091024 | 12/22/2009 | 10,000,000.00 | 10,000,000.00 |
| | | | | |
| Total | | | 655,730,443.57 | 860,515,274.57 |

City of Milwaukee

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

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 in-title introduction of the following resolutions that relate to City borrowing for 2010:

Resolution relating to the carryover of 2009 authorization for general obligation and revenue based borrowing.

Resolution authorizing the Commissioners of the Public Debt to market general obligation promissory notes.

Resolution authorizing the Commissioners of the Public Debt to market general obligation corporate purpose bonds.

Resolution authorizing the Commissioners of the Public Debt to market general obligation revenue anticipation promissory notes.

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

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

Very truly yours,

W. MARTIN MORICS
Comptroller

WMM:RL
REF: PD-7607W.DOC

**NOTICES SENT TO FOR FILE NUMBER: 091002**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Yvette Rowe | Health | 12/9/09 | | |
| | | | | |
| | | | | |
| | |

# City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

## Master With Text

### File Number: 091024

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 091024 | **Type:** | Resolution | **Status:** | In Committee |
| **Version:** | 1 | **Reference:** | | **Controlling Body:** | FINANCE & PERSONNEL COMMITTEE |
| **Requester:** | CITY COMPTROLLER | **Cost:** | | **File Created:** | 12/01/2009 |
| **File Name:** | | | | **Final Action:** | |

**Title:** Substitute resolution authorizing the Commissioners of the Public Debt to market general obligation corporate purpose bonds.

**Notes:**

**Code Sections:**

**Agenda Date:**

**Indexes:** GENERAL OBLIGATION BONDS, MUNICIPAL BORROWING

**Agenda Number:**

**Sponsors:** THE CHAIR

**Enactment Date:**

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

**Enactment Number:**

**Drafter:** rl

**Effective Date:**

**Contact:**

**Extra Date 2:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 0 | COMMON COUNCIL | 12/01/2009 | ASSIGNED TO | FINANCE & PERSONNEL COMMITTEE | | | |
| | **Action Text:** | This Resolution was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE | | | | | |
| 0 | FINANCE & PERSONNEL COMMITTEE | 12/09/2009 | HEARING NOTICES SENT | | 12/16/2009 | | |
| 0 | FINANCE & PERSONNEL COMMITTEE | 12/16/2009 | | | | | |

### Text of Legislative File 091024

..Number
091024

..Version
Substitute 1

..Reference

..Sponsor
The Chair

..Title
Substitute resolution authorizing the Commissioners of the Public Debt to market general obligation corporate purpose bonds.

..Analysis
This resolution authorizes the Commissioners of the Public Debt to issue and sell City of Milwaukee general obligation "corporate purpose bonds" in the amount of $655,730,443.57.

..Body
Whereas, General obligation bonds have been authorized in the 2006, 2007, 2008, 2009, and 2010 municipal budgets; and

Whereas, Initial resolutions have been adopted authorizing the issuance of such general obligation bonds; and

Whereas, The City has authorized up to $125,000,000 of General Obligation Commercial Paper Promissory Notes, 2008 Program Series C2, Series R3 and Series T4 (Taxable) to be outstanding from time to time (along with other commercial paper that may be, from time to time, authorized by the City to be issued, the “Commercial Paper Notes”); and

Whereas, The City has issued $10,000,000 of General Obligation Promissory Notes for Tax Incremental District Purposes in the City’s Series 2009 N1 Notes maturing on February 15, 2010; and

Whereas, The City desires to provide permanent long-term financing of the Commercial Paper Notes and the $10,000,000 Tax Incremental District portion of the 2009 N1 Notes maturing on February 15, 2010; now, therefore, be it

Whereas, The Common Council desires to combine general obligation bonds authorized under the various initial resolutions into one issue and to designate such bonds as "corporate purpose bonds"; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that in accordance with section 67.05(13) and 67.05(15), Stats., that the Commissioners of the Public Debt are authorized and requested to issue and sell general obligation corporate purpose bonds in the aggregate amount of $655,730,443.57 for each of the public purposes provided by the underlying initial resolutions and in the amounts shown in Exhibit A, which includes $125,000,000 for refunding Commercial Paper Notes, and $10,000,000 for the refunding of the 2010 maturity of the City’s General Obligation Promissory Notes, Series 2009 N1; and, be it

Further Resolved, That debt issued for purposes and amounts set forth in Exhibit A apart from this resolution, other than as Commercial Paper Notes, shall not like wise be issued pursuant to this resolution. Debt issued as Commercial Paper Notes for purposes set forth in Exhibit A may be refunded under this resolution; and, be it

Further Resolved, That the general obligation corporate purpose bonds herein authorized shall be sold by the Commissioners of the Public Debt at public 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 corporate purpose bonds herein authorized shall be issued on or before April 30, 2011; 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 corporate purpose 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 corporate purpose bonds herein authorized shall be sold at a price of not less par and accrued interest thereon; and, be it

Further Resolved, That general obligation corporate purpose bonds sold on a tax-exempt 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 interest, payable semi-annually, at coupon rates as determined by the Commissioners of the Public Debt, not to exceed 9.5%; with an issue True Interest Cost Rate not to exceed 7.5%; that general obligation corporate purpose bonds sold on a taxable 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 interest, payable semi-annually, at coupon rates as determined by the Commissioners of the Public Debt, not to exceed 12%; with an issue True Interest Cost Rate not to exceed 10%; 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 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 of Milwaukee 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 of $5,000 or in the integral multiple thereof in the aggregate principal amount by maturity then outstanding to the beneficial owners of the bonds; provided however, that should any bond be owned by the Public Debt Amortization Fund, such bond may be registered in the name of the Public Debt Amortization Fund and be in denominations of any amount; and, be it

Further Resolved, That with respect to the issuance of any general obligation corporate purpose bonds sold on a tax-exempt basis, 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 Internal Revenue Code of 1986, as amended (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 interest on said bonds shall be and continue to be excluded from gross income for federal income tax purposes under said Section 103; 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-7607c2W.rtf

# CITY OF MILWAUKEE FISCAL NOTE

**CC-170 (REV.6/86)**
**Ref: GEN\FISCALNT.MST**

A) DATE: December 10, 2009

FILE NUMBER: 091024
Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution authorizing the Commissioners of the Public Debt to market general obligation corporate purpose bonds.

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)
☐ CAPITAL PROJECTS FUND (CPF)
☐ PERM. IMPROVEMENT FUNDS (PIF)
☒ OTHER (SPECIFY) Debt Service Funds
☐ CONTINGENT FUND (CF)
☐ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ GRANT & AID ACCOUNTS (G & AA)

| E) PURPOSE | SPECIFY TYPE/USE | ACCOUNT | EXPENDITURE | REVENUE | SAVINGS |
|---|---|---|---|---|---|
| SALARIES/WAGES: | | | | | |
| | | | | | |
| | | | | | |
| SUPPLIES: | | | | | |
| | | | | | |
| MATERIALS: | | | | | |
| | | | | | |
| NEW EQUIPMENT: | | | | | |
| | | | | | |
| EQUIPMENT REPAIR: | | | | | |
| | | | | | |
| OTHER: | Debt Service *See Below | | 2,250,000 | | |
| | | | | | |
| | | | | | |
| 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.** This resolution consolidates various prior and current year initial borrowing authorizations and delegates the sale of the debt to the Public Debt Commission.

| | | |
|---|---|---|
| ☒ 1-3 YEARS | ☒ 3-5 YEARS | $8.9 million per year between 2011-2027 |
| ☐ 1-3 YEARS | ☐ 3-5 YEARS | |
| ☐ 1-3 YEARS | ☐ 3-5 YEARS | |

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

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

Assumes $100,000,000, 15 year level principal debt is issued at 4.50% before July 1. Actual amount issued may be more or less, depending upon the pace of projects. Actual debt may be amortized over a shorter or longer period depending upon useful life of the projects being financed. Actual interest rates will depend upon market conditions at the time of issuance.

Known as “PD-7607cf.doc”
PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

**NOTICES SENT TO FOR FILE NUMBER: 091024**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Wally Morics | Comptroller | 12/9/09 | | |
| Richard Li | Public Debt | 12/9/09 | | |
| | | | | |
| | | | | |
| | |

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 091046 **Version:** 0 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | Resolution relating to issuance and sale of general obligation bonds in the aggregate amount of $40,700,000 for grants and financing receivables. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | BUDGET, GENERAL OBLIGATION BONDS, GRANTS | | |
| **Attachments:** | Cover Letter, Fiscal Note, Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/9/2009 | 0 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |



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**Number**
091046
**Version**
ORIGINAL

**Reference**

**Sponsor**
THE CHAIR

**Title**
Resolution relating to issuance and sale of general obligation bonds in the aggregate amount of $40,700,000 for grants and financing receivables.

**Analysis**
Resolution authorizes the issuance and sale of general obligation bonds in the amount of $700,000 for grants and $40,000,000 for financing receivables.

**Body**
Whereas, The 2010 budget of the City of Milwaukee adopted by the Common Council contemplates the issuance of general obligation bonds in the aggregate amount of $700,000 for grants, $24,000,000 for financing receivables, and $150,000,000 for contingent purposes; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that it hereby authorizes and declares its purpose to issue and sell general obligation bonds in the aggregate amount of $700,000 for grants, and $40,000,000 for financing receivables; and, be it

Further Resolved, Tthat the $700,000 for grants, and $24,000,000 for financing receivables shall be from the amounts authorized for such purposes in the 2010 budget of the City; and, be it

Further Resolved, Tthat $16,000,000 for financing receivables shall be from the $150,000,000 amount authorized in the 2010 budget for contingent borrowing; and be it

Further Resolved, Tthat any amount for financing receivables from contingent borrowing that is not issued by September 1, 2010 shall not be issued.

**Requestor**
Comptroller

**Drafter**
RSL

PD-7608pW.rtf



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# LRB – RESEARCH AND ANALYSIS

**DECEMBER 16, 2009 AGENDA** **ITEM 36, FILE 091046**

**FINANCE & PERSONNEL COMMITTEE** **JAMES CARROLL**

File #091046 is a resolution relating to issuance and sale of general obligation bonds in the aggregate amount of $40,700,000 for grants and financing receivables.

## Background and Discussion

1. The Comptroller's Office annually submits initial-borrowing resolutions for projects and programs approved in the adopted budget.
2. The resolution authorizes the sale of general obligation bonds in the amount of $40,700,000 for grants and financing receivables (Delinquent Taxes).
3. The 2010 Budget authorizes $24 million in borrowing for Delinquent Taxes. It is projected that 2010 delinquent tax financing will require $37 million in borrowing. This resolution authorizes $16 million in 2010 Contingent Borrowing to finance the project shortfall in 2010 Delinquent Tax borrowing authority. The 2010 Budget authorizes $150 million in Contingent Borrowing.
4. The table below shows the uses and the amount of borrowing authorized by this resolution.

| Borrowing Use | Amount |
|---|---|
| Delinquent Tax | $24,000,000 |
| Contingent Borrowing (Delinquent Tax) | $16,000,000 |
| Grants | $700,000 |
| **Total** | **$40,700,000** |

## Fiscal Impact

This resolution authorizes general obligation debt for the detailed specific purpose. The actual debt is issued pursuant to a separate General Obligation note or General Obligation Bond resolution. Until the actual structuring of the debt issue is determined by the Public Debt Commission, details relating to the long-term fiscal impact will not be known. Depending on actual sale date in 2010, a maximum of 6 months interest would be incurred during the year. If sold after July 1, 2010, there would be no fiscal impact in 2010.

Cc: Marianne Walsh
Craig Kammholz
Mark Nicolini
W. Martin Morics
Richard Li

Prepared by:
Jim Carroll, X8679
LRB Research & Analysis
December 8, 2009

City of Milwaukee

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

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 2010

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-7608W.DOC

# CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV.6/86)

A) DATE: November 23, 2009

FILE NUMBER:
Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution authorizing the sale and issuance of general obligation bonds in the aggregate amount of $40,700,000 for grants and financing receivables.

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)
- ☐ CAPITAL PROJECTS FUND (CPF)
- ☐ PERM. IMPROVEMENT FUNDS (PIF)
- ☒ OTHER (SPECIFY) Debt Service
- ☐ CONTINGENT FUND (CF)
- ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
- ☐ GRANT & AID ACCOUNTS (G & AA)

| 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.**

| | | |
|---|---|---|
| ☐ 1-3 YEARS | ☐ 3-5 YEARS | |
| ☐ 1-3 YEARS | ☐ 3-5 YEARS | |
| ☐ 1-3 YEARS | ☐ 3-5 YEARS | |

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

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

This resolution authorizes general obligation debt for the detailed specific purpose. The actual debt is issued pursuant to a separate General Obligation Note, and General Obligation Bond resolution.

PD-7608pF.PDF

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

**NOTICES SENT TO FOR FILE NUMBER: 091046**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Wally Morics | Comptroller | 12/9/09 | | |
| Richard Li | Public Debt | 12/9/09 | | |
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# Legislation Details (With Text)

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|---|---|---|---|
| **File #:** | 091029 **Version:** 0 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | Resolution relating to expenditure of funds to be reimbursed by greater than anticipated revenue. (Special Purpose Account - Contributions) | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | BUDGET, REIMBURSABLE SERVICES | | |
| **Attachments:** | Cover Letter, Signed Resolution, Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/9/2009 | 0 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |



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## Number
091029
## Version
ORIGINAL
## Reference

## Sponsor

## Title
Resolution relating to expenditure of funds to be reimbursed by greater than anticipated revenue. (Special Purpose Account - Contributions)

## Analysis
This resolution authorizes the Office of the Comptroller to increase appropriations in the Special Purpose account for contributions to allow for the transfer of contributions to the individual department's special purpose accounts.

## Body
Whereas, Common Council file 980965 established procedural guidelines related to the expenditure of funds to be reimbursed by greater than anticipated revenues; and

Whereas, Section 304-24 of the City of Milwaukee Code of Ordinances regulates the receipt, appropriation and expenditure of contributions received by the City; and

Whereas, The Estimated Contribution Revenue account as a source of funds for general city purposed was established at $2,100,000.00 as a result of the 2009 Budget process; and

Whereas, Contribution revenue received to date exceeds $2,233,666.53; and

Pursuant to s. 304-91, I hereby certify that the money required for this is anticipated to be realized on or before 12/31/09 and to be expended only for the purpose in this resolution.

_____ _____
Comptroller Date

; now, therefore, be it

Resolved, That $42,064.91 is appropriated to the 2009 Special Purpose Contribution account 0001-2110-D001-006300 with a corresponding increase to the Estimated Contribution Revenue account 0001-9990-009850; and, be it

Further Resolved, That the City Comptroller be, and herby is, authorized and directed to carry out the intent of this resolution.

## Requestor
CITY COMPTROLLER
## Drafter
CITY COMPTROLLER
WMM:PN:
11-23-09



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City of Milwaukee

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

To the Honorable
The Common Council
Milwaukee, Wisconsin 53202

RE: Introduction of one Resolution Relating to Expenditure of Funds to be Reimbursed by Greater Than Anticipated Revenue (Special Purpose Account - Contributions)

Dear Council Members:

We are submitting the attached resolution and fiscal note for introduction at the December 01, 2009 Common Council meeting. This resolution requests the authority to increase 2009 appropriations in the Special Purpose account for Contributions. We established the Estimated Contribution Revenue account as a source of funds for general city purposes at $2,100,000.00. The current contribution revenue received to date exceeds $2,233,666.53.

This resolution is recommended for adoption.

Respectfully submitted,

for **W. MARTIN MORICS**
Comptroller

WMM:PN:

Attachments:
1 resolutions
1 fiscal notes

*File:greater than anticipated revenue-Special Purpose Account*



PAPE Local 11-0318

...Number

...Version
ORIGINAL
...Reference

...Sponsor

...Title
Resolution relating to expenditure of funds to be reimbursed by greater than anticipated revenue. (Special Purpose Account - Contributions)

...Analysis
This resolution authorizes the Office of the Comptroller to increase appropriations in the Special Purpose account for contributions to allow for the transfer of contributions to the individual department's special purpose accounts.

..Body
Whereas, Common Council file 980965 established procedural guidelines related to the expenditure of funds to be reimbursed by greater than anticipated revenues; and

Whereas, Section 304-24 of the City of Milwaukee Code of Ordinances regulates the receipt, appropriation and expenditure of contributions received by the City, and

Whereas, the Estimated Contribution Revenue account as a source of funds for general city purposed was established at $2,100,000.00 as a result of the 2009 Budget process; and

Whereas, contribution revenue received to date exceeds $2,233,666.53

Pursuant to s. 304-91, I hereby certify that the money required for this is anticipated to be realized on or before 12/31/09 and to be expended only for the purpose in this resolution.

Michael J. Daun
Comptroller

11-23-09
Date

; now, therefore, be it

Resolved, That $42,064.91 is appropriated to the 2009 Special Purpose Contribution account 0001-2110-D001-006300 with a corresponding increase to the Estimated Contribution Revenue account 0001-9990-009850 and, be it

Further Resolved, That the City Comptroller be, and herby is, authorized and directed to carry out the intent of this resolution.

..Requestor
CITY COMPTROLLER
..Drafter
CITY COMPTROLLER
WMM:PN:
11-23-09

**NOTICES SENT TO FOR FILE NUMBER: 091029**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Wally Morics | Comptroller | 12/9/09 | | |
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# Legislation Details (With Text)

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|---|---|---|---|
| **File #:** | 090946 **Version:** 0 | | |
| **Type:** | Communication-Report | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | Communication from the Comptroller's office relating to a report entitled, Comprehensive Annual Financial Report of the City of Milwaukee for the year ended December 31, 2008. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | COMPTROLLER, REPORTS AND STUDIES | | |
| **Attachments:** | Report, Cover Letter, Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/9/2009 | 0 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |



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**Number**
090946
**Version**
ORIGINAL
**Reference**

**Sponsor**
THE CHAIR
**Title**
Communication from the Comptroller's office relating to a report entitled, Comprehensive Annual Financial Report of the City of Milwaukee for the year ended December 31, 2008.
**Drafter**
Comptroller
WMM:CLW
11/10/09



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# Comprehensive Annual Financial Report

# City of Milwaukee, Wisconsin

**for the Year Ended December 31, 2008**

**W. Martin Morics**
**Comptroller**

# Comprehensive Annual Financial Report

# City of Milwaukee, Wisconsin

**for the Year Ended December 31, 2008**
**Office of the Comptroller**

## W. Martin Morics
## Comptroller

CITY OF MILWAUKEE
**COMPREHENSIVE ANNUAL FINANCIAL REPORT**
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CITY OF MILWAUKEE
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# INTRODUCTORY SECTION

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City of Milwaukee

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

August 28, 2009

Honorable Tom Barrett, Mayor
The Members of the Common Council
City of Milwaukee
Milwaukee, WI 53202

Dear Mayor and Council Members:

I am pleased to present the Comprehensive Annual Financial Report (CAFR) of the City of Milwaukee for the fiscal year ended December 31, 2008. This report is prepared to satisfy the City Charter requirement for the Office of the Comptroller to prepare an annual statement of revenues and expenditures and the Common Council's request for an independent examination of financial activity of the City of Milwaukee. The report was prepared by the Office of the Comptroller in conformity with accounting principles generally accepted in the United States of America (GAAP) as set forth by the Governmental Accounting Standards Board (GASB) and other authoritative accounting standard setting bodies. This report presents the financial position of the City of Milwaukee and its component units. The CAFR reflects the actual financial activity of the past year rather than proposed activity for a future year, as presented in the City's Annual Budget.

This report consists of management's representation concerning the finances of the City of Milwaukee. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the City of Milwaukee and the component units are responsible for establishing and maintaining an internal control structure designed to ensure that the assets entrusted are protected from loss, theft or misuse, and to ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with GAAP. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgments by management. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

An independent firm of licensed certified public accountants, KPMG LLP, has audited the City of Milwaukee's financial statements. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City of Milwaukee for the fiscal year ended December 31, 2008, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unqualified opinion that the City of Milwaukee's financial statements for the fiscal year ended December 31, 2008, are fairly presented in conformity with GAAP.

The GASB Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments* requires that management provide a narrative introduction, overview, and analysis to accompany the Basic Financial Statements in the form of a Management's Discussion & Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The MD&A can be found immediately following the report of the independent auditors.

The Comprehensive Annual Financial Report is presented in three sections. The **Introductory Section** includes a list of principal officials, an organizational chart, and this letter of transmittal, which highlights significant aspects of the City and particular financial issues. The **Financial Section** includes the independent auditors' report, Management's Discussion and Analysis, the basic financial statements (government-wide statements and fund statements), notes to the financial statements, other required supplementary information (RSI), combining financial statements and other financial schedules. The **Statistical Section** includes exhibits and tables of unaudited data depicting the financial history of the City, as well as demographic and other miscellaneous statistics, generally presented on a multi-year basis.

## THE REPORTING ENTITY AND ITS SERVICES

The City of Milwaukee was incorporated as a city on January 31, 1846, pursuant to the laws of the territory of Wisconsin. The City, in operation under a Home Rule Charter since 1874, provides for a council-mayor form of

Room 404, City Hall, 200 East Wells Street, Milwaukee, Wisconsin 53202 - 3566 Phone: (414) 286-3321, Fax: (414) 286-3281

government. The Mayor, Comptroller, Treasurer, City Attorney and 15 Common Council members are elected officials of the City. Local elections are nonpartisan. Officials are elected to identical four-year terms. The City of Milwaukee held a general election for these positions in April 2008. The Mayor is the Chief Executive Officer and maintains a cabinet form of government controlling major City departments by appointing department heads subject to confirmation by the Common Council. The Mayor is responsible for the preparation of an annual city expenditure budget, subject to review and adoption by the Common Council. The Common Council is responsible for the management and control of the finances and property of the City and has the full power and authority to establish, enforce and modify all regulations for the government. The Comptroller, as the Chief Financial Officer for the City, is responsible for establishing City accounting policies and procedures, revenue estimating and monitoring, examination and investigation of all matters related to the finances of the City, issuance of debt and financial reporting. The City Treasurer is responsible for the receipt, disbursement and investment of all monies accruing to the City, including the collection of property taxes. The City Attorney is responsible for all legal matters of the corporation, including furnishing legal opinions, drafting all legal documents and defending the City in any legal actions.

The City of Milwaukee provides a full range of municipal services, including police and fire protection, sanitation, health, culture and recreation, public works, conservation and development and administrative support services. Also included in the report are the enterprise operations of the Metropolitan Sewerage District User Charge, Parking, Port, Sewer Maintenance and Water Works. These activities are under the direct oversight responsibility of the Mayor and Common Council and constitute the primary governmental functions of the City of Milwaukee. In addition, entities for which the City has financial accountability or for which the nature and significance of their relationship with the City would cause these financial statements to be misleading or incomplete are a part of the reporting entity. Discretely presented component units are reported in a separate column in the government-wide financial statements to emphasize that they are legally separate from the primary government and to differentiate their financial position and results of operations from those of the primary government. The following organizations are reported as discretely presented component units: Milwaukee Economic Development Corporation, City of Milwaukee Housing and Redevelopment Authorities and Neighborhood Improvement Development Corporation.

The City maintains budgetary controls, the objective of which is to ensure compliance with legal provisions of the annual budget adopted by the Common Council of the City of Milwaukee. Activities of the general, capital projects funds and certain special revenue, debt service and enterprise fund types (exclusive of the component units) are included in the City's annual budget. The component units' respective Boards approve their budgets. City departments are required to submit their annual budget requests for the ensuing year to the Mayor by the second Tuesday in May. The Comptroller is also required to provide a statement of anticipated revenues by this date. After all requests have been reviewed, the Mayor submits his proposed Executive Budget to the Common Council. The City Charter requires that this be done on or before September 28. The Common Council must complete its review and adopt the budget on or before November 14. Once adopted, Common Council approval is required to amend the total appropriations by a department, the legal level of control for each budget. The level of budgetary control (that is, the level at which expenditures cannot legally exceed the appropriated amount) is established by object class (i.e. salaries, operating expenditures, equipment) for each department for the general fund and enterprise funds. Project life rather than the standard current fiscal year is utilized for capital funds and special revenue funds. The City of Milwaukee also maintains an encumbrance accounting system as a technique of accomplishing budgetary control. Budget-to-actual comparisons are provided in the Required Supplemental Information Section of this report for the General Fund.

**LOCAL ECONOMY**

Geographically, Milwaukee consists of 95.8 square miles and is situated in the southeast corner of the State with Lake Michigan at its east boundary. It is an hour and thirty minutes east of its state capital, Madison. It is the 23rd largest city in the Untied States with a 2007 U.S. Census estimated population of 602,191. Milwaukee also is an international seaport. Due to its large population, it is the largest city in the State and also the only city of the First Class within the State of Wisconsin. The City represents approximately 40% of the population of the greater metropolitan area. Based on the last U.S. Census, the population in the four-county-retail-trade-area surrounding Milwaukee is 1.5 million 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. Forty-eight percent of the counties of Milwaukee, Washington, Waukesha and Ozaukee residents are under the age of 35.

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 work force. The area is not dominated by any large employers. Less than 2% of the

manufacturers have employment levels greater than 500. Less than 1% of the employers in finance, insurance and services have more than 500 employees.

Metropolitan area firms are engaged primarily in the manufacture of machinery. Contrary to Milwaukee's reputation as a brewery capital, less than one percent of the City's industrial outputs are related to brewing. In recent years, the metro region has a reputation as a center for precision manufacturing. It leads the nation in the production of industrial controls, X-ray equipment, steel foundry parts, and mining machinery.

Milwaukee is a major commercial shipping hub. Of vital importance to both the local and state economies is the Port of Milwaukee, a "shipping and receiving" point for international trade as well as the primary heavy-lift facility on the Great Lakes. A protected harbor permits year-round navigation through the port from three rivers in addition to Lake Michigan. With access to the eastern seaboard via the St. Lawrence Seaway and to the Gulf of Mexico through the Mississippi River, the Port of Milwaukee processes slightly under four million net tons of cargo annually and has helped the state maintain an export growth rate twice the national average. Both the Union Pacific Railroad and the Canadian Pacific Railway serve the Port, which is also served by convenient, non-congested access to the interstate highway system. Principal inbound commodities include cement, coal, machinery, steel, salt, limestone, asphalt, and crushed rock. The Port is also home to the U.S. Coast Guard, the U.S. Navy Reserve and the U.S. Army. The Harbor Commission's authority also includes the property of Milwaukee World Festivals, Inc., Pier Wisconsin, the Pieces of Eight Restaurant and the Lake Express high speed ferry.

Economic development is encouraged through the growth of employment opportunities for the citizens of Milwaukee and supports private investment that grows the City's tax base. Four key approaches are utilized: 1) direct financial assistance to small businesses that helps clients take advantage of opportunities to increase sales and employment; 2) use of tax incremental financing to provide public infrastructure improvements or other assistance to encourage major private investments that will contribute significantly to the growth of the tax base, employment or availability of commercial services in underserved areas; 3) partnerships with organizations that represent businesses and employers to improve the business environment, either in a particular geographic area or a particular industry segment; and 4) management of projects that invest City resources to redevelop underutilized or vacant properties for eventual sale to private owners.

In addition to pursuing new business, the City takes an active role in guiding economic development to serve the community. The City manages a number of programs intended to assist in local business retention efforts, provide permit assistance to new businesses and seek out appropriate sites for these businesses. The City has recently established its 41$^{st}$ Business Improvement District and Tax Incremental District (TID) #72. Forty-eight TID's remain active. In addition, the City manages various Development Fund Projects to promote urban renewal throughout the City.

In December 2008, metro Milwaukee area moved up in rank from #18 to #16 as one of the top 20 areas for businesses, according to MarketWatch. Cities were ranked according to eight categories including number of local Fortune 1000 companies, population and job growth. Milwaukee outpaced such cities as St. Louis, Indianapolis, Los Angeles and Chicago.

Some of the City's noteworthy revitalization efforts were realized during 2008. The transformation of a challenging 17-acre former metal foundry on the south-side of Milwaukee was turned into the Stadium Business Park. The Stadium Business Park is home to ten companies and 450 employees. In addition, the first Park East ribbon-cutting ceremony was held In January 2008 to celebrate completion of the first building to rise in the Park East corridor. The Flatiron is a six-story building combining 38 condominiums with retail space. This $10 million development will add vitality to the Park East gateway as it adds to Milwaukee's tax base. July, 2008 also saw the opening of the Harley Davidson Museum, a major new tourist attraction. This $95 million development is located at the east end of the Menomonee Valley corridor with a museum spanning 130,000 square feet. This facility is expected to attract 350,000 visitors annually.

More than $800 million in projects are underway or proposed for sites throughout the Park East corridor located on the northern edge of downtown Milwaukee. Site preparation work is just beginning on the Aloft Hotel site in the center of the Park East Corridor. The $27 million development will feature a 160-room Aloft Hotel. The project is expected to open in November 2009 with the creation of 75 new jobs. The Menomonee Valley Industrial Center is another major undertaking. Charter Wire began construction in 2008 of a new $20 million production facility in the City's Menomonee Valley Industrial Center. The Valley Industrial Center is the home of 723 jobs and counting. Charter Wire plans to build a 160,000 square foot modern manufacturing plant of shaped steel wire products. More than a dozen projects throughout the Menomonee Valley will create 2,100 jobs when completed. The Brewery is a major reinvention of the 21-acre downtown

Milwaukee's former Pabst Brewery Company which shut down the Milwaukee facility in 1996. The main parking structure will be completed by fall of 2009; two of the buildings are being renovated into commercial space; the former keg house has been remodeled into 95 apartments. Inland, a commercial real estate services firm, recently moved into 13,800 square feet at what was once the Pabst boiler house. Other portions of the complex are still being marketed or are under negotiations.

Tourism is also a major contributor to the local economy. Milwaukee's arts, entertainment, professional sports, restaurants, parks, conventions, and businesses attract about six million visitors a year. There are about 20 major annual festivals hosted in Milwaukee. Summerfest is promoted as the world's largest music festival and attracts about one million attendees each year. Some of Milwaukee's ethic festivals include the largest Native American festival in the country, America's largest Polish festival, America's largest Italian festival, America's largest 3-day German festival and the largest Irish festival in the world. Despite the recession, tourism spending in the Greater Milwaukee area in 2008 surpassed tourism spending in the area in 2007, according to an annual tourism economic impact study by Davidson-Peterson, Inc. Traveler expenditures increased to 3.3% to an estimated $2.663 billion for the year (compared to $2.579 billion in 2007. The travel industry supported 66,331 full-time equivalent jobs in 2008 (up from 64,854 in 2007), and contributed $426 million in local and state taxes (up from $410 million in 2007). Tourism in 2008 increases were in part due to several key additional attractions, including Potawatomi Bingo Casino expansion, the opening of the Harley-Davidson Museum and the Iron Horse Hotel, and special one-time events such as the Harley-Davidson 105th anniversary celebration, the bronze Fonz dedication on the RiverWalk and the commissioning of the USS Freedom on the lakefront.

The educational opportunities in Milwaukee offer a wide variety of choices within the City. They include Alverno College, Cardinal Stritch University, Marquette University, Medical College of Wisconsin, Milwaukee Area Technical College, Milwaukee School of Engineering, Mount Mary College, University of Wisconsin-Milwaukee and Wisconsin Lutheran College.

The City remains in good financial condition, as is demonstrated by the financial statements and schedules included in this report. However, the General Fund's reserve for tax stabilization decreased from its 12/31/07 balance of $62.7 million to $42.4 million at 12/31/08. With the expected lost of additional state shared revenues, a potential increase in the city's contribution to the Employees Retirement System due to investment losses in 2008 and with record snowfalls in 2008 of 107 inches which resulted in an appropriation deficit of over $2.6 million in 2008, have all contributed to the City developing a 2009 Budget Management Plan to immediately reduce expenditures and increase revenues. This plan has the following objectives: 1) achieve an expenditure lapse of at least $13 million in 2009 to regenerate the reserve for tax stabilization account (TSF); 2) achieve at least 200 full-time operating and maintenance funded position vacancies in the general city employee category by December 2009 in order to reduce the City's 2010 budget exposure for salary and unemployment compensation expenditures; 3) Ensure that sufficient operating funding is available for snow and ice removal operations in the fourth quarter of 2009; and, 4) enable a cancellation of all or part of the debt related to the $2.7 million of 2009 contingent borrowing that occurred as a result of exceedingly high snow and ice operational expenditures during 2008. Initiatives already implemented include a strict hiring freeze, a large increase in a snow and ice removal fee, other significant fee increase and a two day mandatory furlough.

**ECONOMIC OUTLOOK**

The U.S. Census Bureau estimated the City of Milwaukee's 2007 population at 602,191.

During 2008, the City's unemployment rate averaged approximately 7.2%; compared to the State of Wisconsin average of 4.7% and the United States average of 5.8%.

Retaining the City's high "investment grade" bond ratings is of prime importance and serves to maintain low borrowing costs. The low costs of borrowing, both for capital and cash flow purposes, produces direct benefits to the taxpayer. The City continues to maintain high investment grade ratings of AA+ from Fitch; Aa2 from Moody's and AA from Standard & Poor's received on the City's 2009 General Obligation Promissory Notes and its General Obligation Bonds. These ratings have been maintained during the recent slow economic growth and continued frozen state aids. As the ratings indicate, the City's capacity to meet its financial commitments on outstanding obligations is strong. The rating agencies indicate that the ratings reflect a combination of moderate overall debt burden, rapid debt repayment, manageable capital needs, strong growth in assessed value, and a diverse tax base. The City also assists in keeping the overall debt burden affordable by controlling the level of annual debt issued.

The property tax rate for 2009 purposes is $8.09 compared to $8.01 per $1,000 of assessed value for 2008, with the 2009 total city property tax levy of approximately $237 million increased $9.5 million compared to $227.5

million in 2008. The estimated assessed value increased approximately 3.1% from 2008 to 2009. The property tax levy will provide $123.7 million in revenue for the general city purposes budget in 2009 compared to $104 million for 2008 general city purposes. The property taxes revenue reported in the General Fund was $141.6 million for 2008 compared to $137.3 million for 2007. Property taxes revenue funding as a portion of total General Fund budgetary expenditures for 2008 was 23.6% compared to 2007 of 23.5% as depicted in Exhibits E-1.

The City of Milwaukee Water Works is a municipally owned water utility regulated by the State of Wisconsin Public Service Commission (PSC). The PSC regulates the rates at which water is sold by the Milwaukee Water Works. An inflation based rate increase of 3.4% became effective in September 2006. The Public Service Commission approved an additional 6% rate increase effective June 1, 2007. The rate increases were the first since 2002. By PSC rule, the Water works may not seek another increase until 2009.

In 2008, Wisconsin passed the Great Lakes Compact, a historic cooperative effort across the Great Lakes states and provinces of Canada to protect and preserve the Great Lakes for generations to come. The Compact outlines criteria by which communities that "straddle" the intercontinental divide would be allowed to use Great Lakes water. New Berlin is one such community. The eastern one third of New Berlin was already a wholesale customer of the Water Works. The middle third of New Berlin is outside of the intercontinental divide, but is served by the Milwaukee Metropolitan Sewerage District. Thus, its wastewater is returned to Lake Michigan. This portion of New Berlin had been served by groundwater, but concerns about radon prompted New Berlin's leadership to consider other alternative water supplies. Consistent with the Great Lakes Compact and the recommendations of the Integrated Water Infrastructure Review Workshop, the Barrett Administration negotiated a deal to sell water to the middle third of New Berlin, in exchange for not only Water Works revenue, but also an additional $1.5 million intergovernmental agreement, the first of its kind in Milwaukee. The Common Council approved this deal and the $1.5 million of revenue for 2009 reduces the property tax levy for Milwaukee residents. Beginning in late 2010, the agreement is expected to generate more than $680,000 in annual Water Works' revenue from New Berlin, which will mitigate future water rate increases.

City fees established by the Common Council include sewer user fee, storm-water fee, solid-waste fee, sewer maintenance fee (which includes leaf pickup and street sweeping), snow and ice control fee and special garbage pickups (greater than four cubic yards). For 2009, the Sold Waste Fee increased $18.48 annually, from $33 a quarter to $37.62. A single family residence paid $132 total in 2008 and will pay $150.48 in 2009. The Snow & Ice Control fee was reduced from $0.6522 per property frontage foot in 2008 to $0.5283 per foot in 2009. A single family residence that paid $28.70 in 2008 will pay $23.25 in 2009, a reduction of $5.45. The Storm Water Management Fee was increased from $8.00 quarterly in 2008 to $11.82 quarterly in 2009. The average single family residence that paid a total of $32.00 in 2008 will pay $47.28 in 2009, an increase of $15.28. The Sewer Maintenance Fee was increased from $1.036 per 100 CCF of water in 2008 to $1.12 per 100 CCF of water in 2009. The average single family residence that paid $72.93 total in 2008 will pay $78.85 in 2009, an increase of $5.92. It should be noted that the change of these types of fees for service alleviates pressure on the tax levy, since the City's costs for providing these critical services is shifted away from the property tax levy and it more equitable spread onto all properties, including tax exempt properties.

In order to accelerate the City's maintenance and replacement of its nearly 1,000 miles of residential city streets, the Common Council implemented a $20.00 Vehicle Registration Fee in 2008. This fee is added on to the State of Wisconsin's annual vehicle registration fee. This $20.00 fee is expected to generate more than $6 million in 2009; and, in accordance with state law; the City can only use it for transportation purposes. The implementation of this fee serves a dual purpose. It will increase funding for street maintenance and replacement, while relieving property owners of expensive and unpopular special assessments.

The Federal Housing and Economic Recovery Act of 2008 is anticipated to provide approximately $9.2 million in funding to the City of Milwaukee. Since the grant funding is anticipated for 2008, this will be treated as a 2008 grant. The grant provides assistance for the redevelopment of abandoned and foreclosed homes and residential properties. Allowable activities include purchasing and rehabilitating abandoned and foreclosed homes in order to see, rent or redevelop the homes, demolishing blighted structures, and redeveloping demolished or vacant properties.

**MAJOR CAPITAL PROJECTS**

The 2009 capital budget includes funds for various infrastructure and building projects. For 2009, the City capital improvements budget, not including enterprise funds and grants and aid funding, totals $125.8 million, a decrease of 9.82% or $13.7 million from 2008 budget of $139.5 million. Funding of $43.8 million for various tax incremental district and

development projects comprises 34.8% of the total capital budget for 2009. The Department of Public Works budget for bridges ($6 million), local street resurfacing/reconstruction ($10.3 million), major streets ($4.2 million), street lighting ($7.8 million) and major equipment purchases ($5.9 million) total $34.2 million or approximately 27.2% of the total 2009 capital budget. With the continuing funding for the Foundation and Hollow Walk Project for City Hall ($1.8 million, representing 1.4% of the City funded portion of the capital budget), these projects account for approximately 63% of the total 2009 capital budget.

With the recent completion of the City Hall Restoration Project, the City Hall Foundation and Hollow Walk Project will commence in late 2009. Ongoing investigation has found significant foundation settling, particularly on the three sides of the northern half of the building. City Hall was built on a foundation of wood pilings as was common in the late 1890's. As pilings have deteriorated, settling has occurred. Work to repair and underpin the existing pile caps and install monitoring wells is necessary to correct this condition. In conjunction with the foundation work, the sidewalks, hollow sidewalk areas, and the associated interior walls will be repaired and restored. The 2008 capital budget included $1.2 million to conduct a detailed evaluation to determine condition changes since the last analysis in mid-2004. The 2009 capital budget includes $1.8 million to commence initial construction in late 2009. Considerable project risk exists due to the large portion of the foundation that is buried and not directly observable. After work is complete, the building's foundation is expected to perform its support function into the long term future.

The 2009 capital projects budget includes $6 million for bridge construction/reconstruction, an increase of $1.5 million compared to 2008. Bridge conditions are measured using a sufficiency rating ranging from 0 to 100. Ratings are conducted every two years through physical bridge safety inspections. Bridges with a rating below 50 are inspected annually. In 2007, 88.3% of the rated bridges had a sufficiency rating above 50. Currently, 18 bridges have sufficiency ratings less that 50. The six year capital plan addresses 12 of these bridges. The remaining six bridges are safe and operable, but non-safety related issues such as design in street and sidewalk capacity contribute to their lower sufficiency rating.

Street related activity of $25.7 million in the 2009 budget (including new streets, resurfacing/reconstruction, alleys, sidewalks, street lightings, traffic controls, conduits and manholes) increased $2.3 million; a 10% change from the 2008 budget of $23.3 million.

The Water Works Enterprise Fund capital improvements budget for 2009 for water main replacement totals $16.8 million; a 3.1% increase from the 2008 budget of $16.3 million; and will add 14 miles of water mains.

**CASH MANAGEMENT POLICIES AND PRACTICES**

The City maintains a pooled cash and investment account that is available for use by all funds, except the Debt Service Fund, the Water Works Enterprise Fund and component entities which maintain separate cash and investments. Cash temporarily idle during the year and under the control of the City Treasurer was invested in demand deposits, certificates of deposit, obligations of the U.S. Treasury and U.S. Agencies, repurchase agreements and commercial paper (all of which are permissible under State Statutes). The average interest earnings rate for City funds invested by the City Treasurer was approximately 2.7% in 2008 as compared to 5.1% in 2007. The City continued to use the State of Wisconsin Local Government Investment Pool to provide flexibility for short-term investments while maintaining high standards of safety and liquidity. In 2008, the average daily investable balance was $218.2 million as compared to $244.2 million in 2007, a 10.6% decrease. The investable balance generates interest earnings for the City, which is used to offset the property tax levy.

During 2008, the City continued its prudent use of financing techniques and investment instruments to maximize its investment return while meeting on-going cash flow needs. The City's use of cash flow borrowing in anticipation of State Shared and State Equalization Aid Revenues totaled $300 million, compared to $244.2 million in 2007. The financing was accomplished through two separate offerings -- $90 million General Obligation Cash Flow Promissory Notes in March 2008 for City purposes and $210 million School Revenue Anticipation Notes in August 2008 for school purposes. The timing of these offerings provided the City with an opportunity to earn additional interest on investments and still comply with the requirements of the Tax Reform Act of 1986. The second borrowing represented a joint effort with Milwaukee Public Schools to finance school operations on an interim basis pending its receipt of State Equalization Aids and is not a general obligation of the City.

In addition, the City will continue its use of the State of Wisconsin's Clean Water Fund to finance sewer maintenance capital projects which began in June 2007. Over $35 million of loans were obtained during 2008. The Clean

Water Fund provides below market interest loans to communities to finance storm-water control projects. This financing strategy will save ratepayer's money, as Clean Water funding and General Obligation bonds have a lower interest rate than revenue bonds. General Obligation debt will finance sewer capital projects that do not qualify for the Clean Water Fund. Also, new for 2008 was the issuance of $124.6 million of commercial paper to finance various public improvement projects and fiscal requirements of the City.

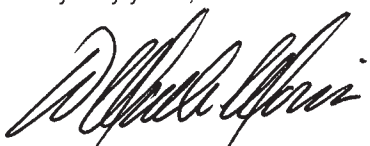
**RISK MANAGEMENT**

The City is self-insured for workers' compensation, employee Basic Plan health and dental insurance, uninsured motorist motor vehicle coverage for City employees, and general liability claims. With certain exceptions, it is the policy of the City not to purchase commercial insurance against property or liability risks. Instead, the City has found it is more economical to manage its risk internally, setting aside funds as needed for estimated current claim settlements and judgments through annual and supplemental appropriations as needed. The City does purchase and maintain limited coverage for certain facilities and employee bonding. Indemnity and insurance protection is also required of City contractors, vendors, lessees and permit holders.

**ACKNOWLEDGEMENTS**

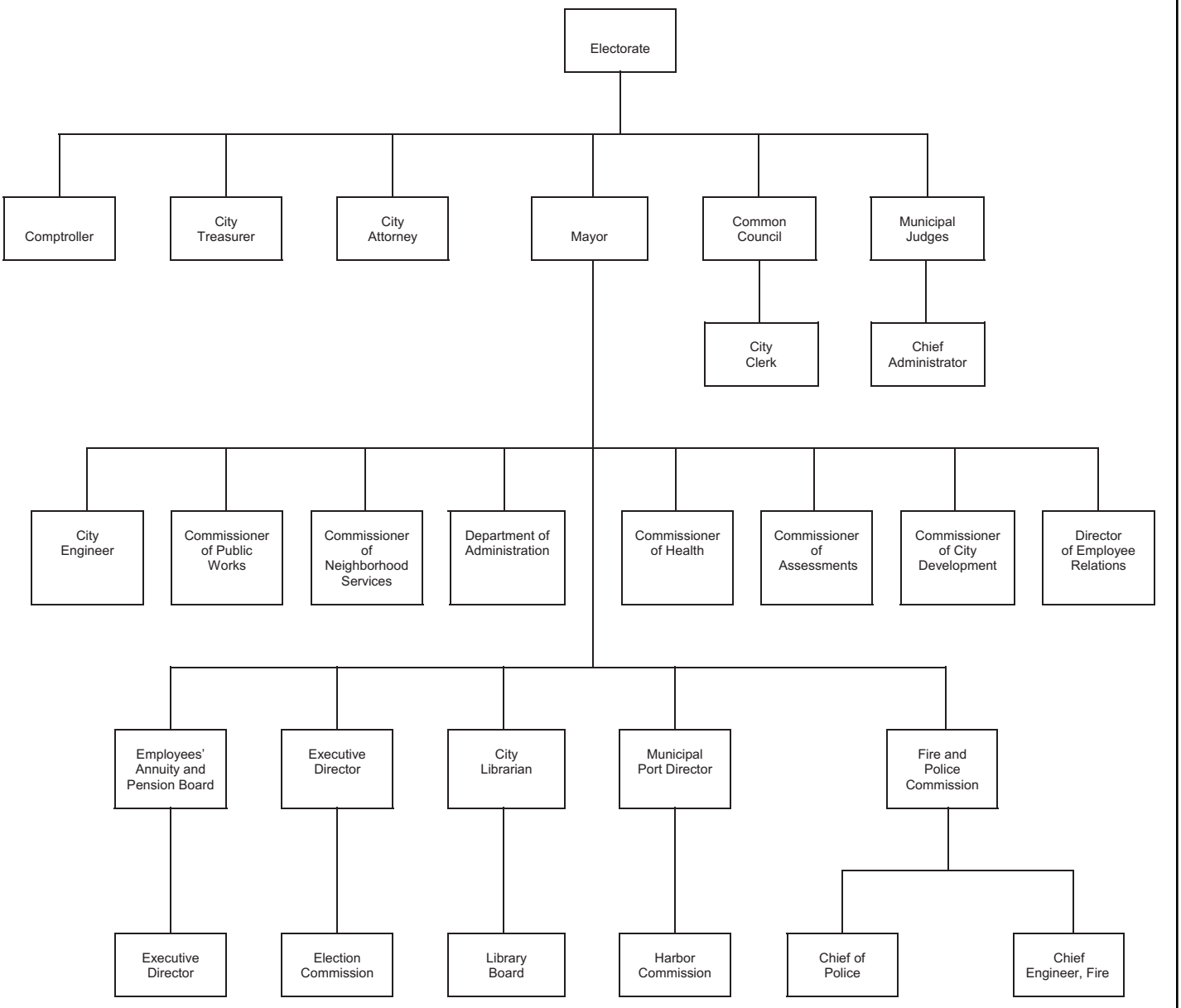
The Office of the Comptroller takes great pride in the preparation of this report. The professionalism, commitment and effort of each member of its General Accounting Division have made this presentation possible. The timely preparation of this report could not have been accomplished without the cooperation, dedication, and extensive involvement of the entire staff of the Office of the Comptroller and the able assistance of our independent auditors, KPMG LLP, as well as the accounting personnel of our component units. Special commendation and appreciation should be accorded to the dedicated staff of the Comptroller's Office in the preparation of this Comprehensive Annual Financial Report. In addition, I convey my appreciation to you and members of your respective staffs for your interest and support in planning and conducting the fiscal affairs of the City throughout the past year. The City will continue to remain fiscally sound through our cooperative efforts.

Very truly yours,



**W. MARTIN MORICS**
Comptroller

City of Milwaukee
**ORGANIZATION CHART**
DECEMBER 31, 2008



CITY OF MILWAUKEE
NAMES OF PRINCIPAL OFFICIALS
DECEMBER 31, 2008

**ELECTED**

| | |
|---|---|
| Mayor | Thomas M. Barrett |
| Comptroller | W. Martin Morics |
| City Treasurer | Wayne F. Whittow |
| City Attorney | Grant F. Langley |
| Municipal Judge | Derek C. Mosley |
| Municipal Judge | Phillip M. Chavez |
| Municipal Judge | Valarie A. Hill |

**COMMON COUNCIL**

| | |
|---|---|
| President | Willie L. Hines, Jr. |

| **Aldermanic District** | **Alderman** |
|---|---|
| First | Ashanti T. Hamilton |
| Second | Joseph L. Davis, Sr. |
| Third | Michael S. D'Amato |
| Fourth | Robert J. Bauman |
| Fifth | James A. Bohl, Jr. |
| Sixth | Michael I. McGee, Jr. |
| Seventh | Willie C. Wade |
| Eighth | Robert G. Donovan |
| Ninth | Robert W. Puente |
| Tenth | Michael J. Murphy |
| Eleventh | Joseph A. Dudzik |
| Twelfth | James N. Witkowiak |
| Thirteenth | Terry L . Witkowski |
| Fourteenth | T. Anthony Zielinski |
| Fifteenth | Willie L. Hines, Jr. |

**FINANCE RELATED (Non-Elected)**

| | |
|---|---|
| Administration Director | Sharon D. Robinson |
| Budget & Management Director | Mark P. Nicolini |
| City Purchasing Director | Rhonda Kelsey |
| Commissioner of Assessments | Mary P. Reavey |
| Chief Information Officer | Nancy A. Olson |

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# FINANCIAL SECTION

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KPMG LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202-5337

## Independent Auditors' Report

To the Honorable Members
of the Common Council
of the City of Milwaukee:

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Milwaukee (the City) as of and for the year ended December 31, 2008, which collectively comprise the City's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the City's management. Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of Housing Authority of the City of Milwaukee, the Redevelopment Authority of the City of Milwaukee, the Milwaukee Economic Development Corporation, and the Neighborhood Improvement Development Corporation, which represents 100 percent of the assets and revenues of the aggregate discretely presented component units. Those financial statements were audited by other auditors whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts included for the aggregate discretely presented component units, is based on the reports of the other auditors.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit and the reports of other auditors provide a reasonable basis for our opinions.

In our opinion, based on our audit and the reports of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City as of December 31, 2008, and the respective changes in financial position and cash flows, where applicable, thereof for the year then ended in conformity with U.S. generally accepted accounting principles.

The management's discussion and analysis, budgetary comparison information, and schedule of funding progress on pages 10 through 34, 96 and 97, respectively, are not required parts of the basic financial statements, but are supplementary information required by U.S. generally accepted accounting principles. We have applied certain limited procedures, which consisted principally of inquiries of management

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regarding the methods of measurement and presentation of this information. However, we did not audit this information and, accordingly, we express no opinion on it.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual fund statements and schedules, miscellaneous financial data and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements. The combining and individual fund statements and schedules have been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, are fairly stated, in all material respects, in relation to the basic financial statements taken as a whole. The introductory section, miscellaneous financial data and statistical section have not been subjected to auditing procedures applied in the audit of the basic financial statements, and, accordingly, we express no opinion on it.

In accordance with *Government Auditing Standards*, we have also issued a report dated July 30, 2009, on our consideration of the City's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in assessing the results of our audit.

KPMG LLP

Milwaukee, Wisconsin
July 30, 2009, except for the financial statements and related
note disclosures for the discretely presented component
units as to which the date is October 7, 2009

Within this section of the City of Milwaukee Comprehensive Annual Financial Report, the City's management provides narrative discussion and analysis of the financial activities of the City for the fiscal year ended December 31, 2008. The City's financial performance is discussed and analyzed within the context of the accompanying financial statements and disclosures following this section. This *Management Discussion and Analysis* (MD&A) should be read in conjunction with the City's basic financial statements, which follow this discussion. Additional information is available in the letter of transmittal, which precedes Management's Discussion and Analysis. The MD&A focuses on the City's primary government and, unless otherwise noted, component units reported separately from the primary government are not included.

**FINANCIAL HIGHLIGHTS**

- The assets of the City of Milwaukee exceeded its liabilities at the close of fiscal year 2008 by $972 million (net assets); $307 million in governmental activities and $665 million in business-type activities. Governmental activities' unrestricted assets are a deficit of $396 million. This indicates that the City is financing long-term liabilities as they come due rather than when they are incurred. The City's net assets decreased 5.2% compared to the previous year of $1,025 million.

- Net assets must be viewed in the context that the vast majority of the City's net assets are capital assets, and, that most capital assets do not generate revenues nor can they be sold to generate liquid capital. Total net assets are comprised of the following:
  - Capital assets, net of related debt, of $1,166 million include property and equipment, net of accumulated depreciation, and reduced for outstanding debt related to the purchase or construction of capital assets.
  - Net assets of $155 million are restricted by constraints imposed from outside the City such as debt covenants, grantors, laws, or regulations.
  - Unrestricted ($349) million.

- The City's total 2008 year-end other post-employment benefits (OPEB) obligation is $78.4 million; an increase of 105% from the 2007 obligation of $38.2 million. The obligation is based on an actuarial valuation as of July 1, 2007, which indicates substantial increases through 2016.

- Total liabilities of the City increased by $155 million to $1,644 million. The long-term portion of total liabilities ($1,031 million) consists of $78 million for OPEB, $892 for outstanding debt and $61 million for compensated absences, claims, and judgments.

- The City had governmental expenses of $695 million more than its combined program revenues. General revenues and transfers of $628 million resulted in a $67 million decrease of net assets for the year. Business-type activities had an increase of net assets of 2% over 2007; generating $13 million of program revenues, general revenues and transfers greater than its expense at year end.

- For governmental activities, program revenue supported 19% of the total expenses for 2008. Property taxes and other taxes represented 30% of the primary government's governmental activities' expenses, state aids for the General Fund equaled 31% and miscellaneous revenues and transfers supported 12% of the expenses. As a result of 2008 activity, expenses exceeded revenues and transfers by 8%.

- For business-type activities, program revenue supported 131% of the expenses for 2008; and, in total exceeded the expenses by $51 million. Miscellaneous revenue net of transfers out reduced this excess to $13 million for the year.

- The City's total governmental funds reported total ending fund balances of $203 million this year. Compared to the prior year ending fund balance of $185 million, an increase of $18 million resulted by year end 2008; a 10% increase.

- The General Fund reported a positive fund balance for the year of $73 million. Compared to $91 million in 2007; the 2008 balance decreased 20%. This decrease is a result of total expenditures and other financing uses totaling $18 million more than the total actual revenues and other financing sources. This ending fund balance is 10% of the total General Fund expenditures including transfers, and 12% of the total General Fund revenues including transfers.

- The operating expenditures of the General Fund were $1 million less than budgeted. This favorable variance is a result of savings from general government departments of nearly $3 million with a combined savings in the aggregate of $1 million in the culture and recreation departments, public safety departments, health department, and conservation and development department. These positive variances were offset by a deficit in the public works departments of nearly $3

million. The positive savings included $.4 million due to unrealized claims and $.3 million due to reduced payments for group life insurance premiums as a result of reduced salary levels. The combined savings from the Comptroller, Employees' Retirement and Department of Employee Relations resulted in a favorable variance in various fringe benefit costs that were allocated to capital projects rather than to general fund accounts, and thus saved $1 million for the year. All other departments saved in the aggregate of $1.3 million. The Department of Public Works Operations Department incurred a deficit of $2.6 million relating to snow removal and cleanup efforts. December 2008 was the second snowiest December on record. Over 35.3 inches of snow fell in December compared to a normal average snow fall of 11.7 inches. The City plans to issue debt in 2009 to offset this deficit.

- General obligation bonds and notes payable increased by $32 million during the current fiscal year from $728 million to $760 million. The key factors contributing to this increase were scheduled and early retirement of general obligation debt of $207 million and the issuance of $239 million in new general obligation bonds and notes for the continuing funding of capital projects and the issuance of debt on behalf of the Milwaukee Public Schools.

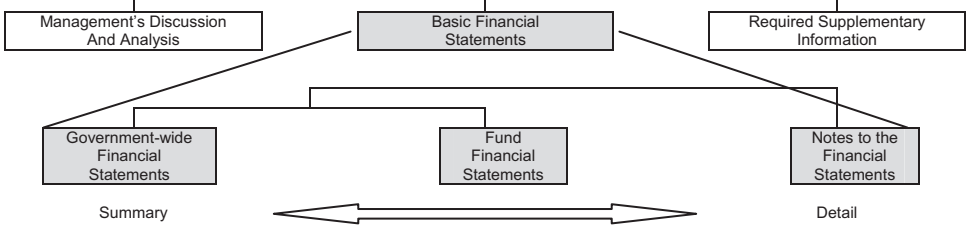
- The City issued General Obligation Cash-flow Promissory Notes for $90 million rather than Revenue Anticipation Notes in advance of receipt of the State Shared Revenues. With the receipt of these revenues, an amount equal to the debt was transferred to the Debt Service Fund (the legal fund established to pay the debt). .

**OVERVIEW OF THE FINANCIAL STATEMENTS**

This discussion and analysis serves as an introduction to the City's basic financial statements. The basic financial statements consist of three components: (1) **Government-wide** financial statements, (2) **Fund** financial statements, (3) **Notes** to the financial statements. This report also includes other (4) **Required Supplementary Information.** Figure A-1 shows how the required parts of the annual report are arranged and relate to one another.

**FIGURE A-1**

**COMPONENTS OF THE FINANCIAL SECTION**




The basic financial statements include two kinds of statements that present different views of the City.

- The first two statements are government-wide financial statements that provide both long-term and short-term information about the City's overall financial status.
- The remaining statements are fund financial statements that focus on individual parts of the City government, reporting the City's operations in more detail than the government-wide statements.
  - The governmental funds statements tell how general government services like public safety were financed in the short term as well as what remains for future spending.
  - Proprietary fund statements offer short- and long-term financial information about the activities that the government operates like businesses, such as the water and the sewer maintenance systems.
  - Fiduciary fund statements provide information about the financial relationships—like various benefit plans for the City's employees—in which the City is solely a trustee or agent for the benefit of others to whom the resources belong.

A summary of the major features of the City's financial statements, including the portion of the City government they cover and the types of information they contain are depicted in table Figure A-2. The remainder of this overview section of management's discussion and analysis explains the structure and contents of each of the statements.

**FIGURE A-2**

**MAJOR FEATURES OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS**

| | Government-Wide Statements | Fund Financial Statements | | |
|---|---|---|---|---|
| | | Governmental Funds | Proprietary Funds | Fiduciary Funds |
| Scope | Entire entity (except fiduciary funds) | The day-to-day operating activities of the city for basic governmental services | The day-to-day operating activities of the city for business-type enterprises | Instances in which the City administers resources on behalf of others, such as employee benefits |
| Required financial statements | * Statement of net assets<br>* Statement of activities | * Balance Sheet<br>* Statement of revenues, expenditures and changes in fund balances | * Statement of net assets<br>* Statement of revenues, expenses, and changes in net assets<br>* Statement of cash flows | * Statement of fiduciary net assets<br>* Statement of changes in fiduciary net assets |
| Accounting basis and measurement focus | Accrual accounting and economic resources focus | Modified accrual and current financial resources measurement focus | Accrual accounting and economic resources focus | Accrual accounting and economic resources focus, except agency funds do not have measurement focus |
| Type of asset and liability information | All assets and liabilities, both financial and capital, short-term and long-term | Current assets and liabilities that come due during the year or soon thereafter; capital assets and long-term liabilities | All assets and liabilities, both financial and capital, short-term and long-term | All assets held in a trustee or agency capacity for others and all liabilities |
| Type of inflow and outflow information | All revenues and expenses during year, regardless of when cash is received or paid | Revenues for which cash is received during the year or soon thereafter; expenditures when goods or services have been received and the related liability is due and payable | All revenues and expenses during year, regardless of when cash is received or paid | All additions and deductions during the year, regardless of when cash is received or paid |

## Government-wide Financial Statements

The government-wide financial statements are designed to provide a broad overview of the City's finances, in a manner similar to a private-sector business and include both long-term and short-term information about the City's financial status. The statement of net assets includes all of the government's assets and liabilities. All of the current year's revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid. All of the activities of the City, except those of a fiduciary nature, are included.

The two government-wide statements report the City's net assets and how they have changed. Net assets—the difference between the City's assets and liabilities—is one way to measure the City's financial health, or financial position. Over time, increases or decreases in the City's net assets indicate whether its financial health is improving or deteriorating. Other non-financial factors, such as changes in the property tax base and the condition of the roads are also needed to assess the overall health of the City.

The government-wide financial statements of the City of Milwaukee are reported into three categories on these statements—governmental activities, business-type activities, and component units. A total column for the City is also provided.

- The *governmental activities* include the basic services of the City including general government (administration), police, fire, public works, health, culture, and development services. Taxes and general revenues generally support these activities.
- The *business-type activities* include the private sector type activities such as the water, sewer user charge, sewer maintenance, parking, and port. User charges or fees primarily support these activities.
- The *component units* include four other entities in its report. The Housing Authority and the Redevelopment Authority of the City of Milwaukee, Milwaukee Economic Development Corporation and the Neighborhood Improvement Development Corporation. Although legally separate, these component units are important because the City has financial accountability responsibility.

### Fund Financial Statements

The City's major funds begin with Exhibit A-1. The fund financial statements provide detailed information about the most significant funds; not the City as a whole. The accounts of the City are organized on the basis of funds. Each fund is a separate fiscal and accounting entity with a self-balancing set of accounts including assets, liabilities, equities, revenues and expenditures or expenses, which is segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with specific regulations, restrictions or limitations.

The City has three fund types: governmental and proprietary which use the modified accrual and the accrual methods of accounting, respectively, and fiduciary funds.

- Governmental funds: Most of the City's basic services are reported in governmental funds, which focus on the modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps to determine if more or fewer financial resources are available to be spent in the near future to finance the City's programs. The relationship (or differences) between governmental activities (reported in the Statement of Net Assets and the Statement of Activities) and governmental funds is described in the reconciliation at the bottom of the fund financial statements.
- Proprietary funds: Operations which are financed primarily by user charges or activities where periodic measurement of net income is appropriate for capital maintenance, public policy, management control and other purposes. Proprietary funds are reported in the same way that all activities are reported in the Statement of Net Assets and the Statement of Activities. The City's enterprise funds (a component of proprietary funds) are the same as the business-type activities reported in the government-wide statements, but provide more detail and additional information, such as cash flows, for proprietary funds.
- Fiduciary funds: The City is the trustee, or fiduciary, for its pension and other employee benefit trusts and various miscellaneous private purpose trusts. All of the City's fiduciary activities are reported in separate Statements of Fiduciary Net Assets and Changes in Fiduciary Net Assets in Exhibits C-1, C-2 and H-1. These activities are excluded from the City's other financial statements because the City cannot use these assets to finance its operations. The City is responsible for ensuring that the assets reported in these funds are used for their intended purposes.

**Notes to the Financial Statements**

The notes which follow Exhibits 1 through D-2 provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

**Required Supplementary Information**

In addition to the basic financial statements and accompanying notes, this report also presents required supplementary information to demonstrate legal budgetary compliance for each major fund for which an annual budget is adopted. Required supplementary information is presented in Exhibit E-1.

**Combining and Individual Fund Statements and Schedules and Miscellaneous Financial Data**

Combining schedules provide detail in connection with nonmajor governmental funds and nonmajor enterprise funds. Individual fund statements provide greater detail, presented as compared with the final amended budget for the General Fund, and each nonmajor special revenue fund. Capital Projects are also presented in detail by major category ( i.e. streets, sewers) within the Miscellaneous Financial Data Section. See Exhibits F-1 through I-9.

**FINANCIAL ANALYSIS OF THE CITY AS A WHOLE**

As year-to-year financial information is accumulated on a consistent basis, changes in net assets may be observed and used to discuss the changing financial position of the City as a whole. The net assets and net expenses of governmental and business-type activities are depicted separately below. Table 1 focuses on the net assets and Table 2 focuses on the changes in net assets.

**Table 1**
**Summary of Statement of Net Assets**
*(Thousands of Dollars)*

| | Governmental Activities | | Business-type Activities | | Total Primary Government | |
|---|---|---|---|---|---|---|
| | 2007 | 2008 | 2007 | 2008 | 2007 | 2008 |
| Current and other assets | $ 741,042 | $ 796,030 | $ 110,140 | $ 109,611 | $ 851,182 | $ 905,641 |
| Capital assets | 941,943 | 955,475 | 721,340 | 755,598 | 1,663,283 | 1,711,073 |
| Total assets | 1,682,985 | 1,751,505 | 831,480 | 865,209 | 2,514,465 | 2,616,714 |
| Long-term obligations | 781,408 | 878,734 | 142,856 | 151,810 | 924,264 | 1,030,544 |
| Other liabilities | 527,822 | 565,616 | 36,936 | 48,277 | 564,758 | 613,893 |
| Total liabilities | 1,309,230 | 1,444,350 | 179,792 | 200,087 | 1,489,022 | 1,644,437 |
| Net assets: | | | | | | |
| Invested in Capital assets, net of related debt | 558,328 | 559,343 | 581,594 | 607,122 | 1,139,922 | 1,166,465 |
| Restricted | 116,516 | 143,951 | 9,528 | 10,935 | 126,044 | 154,886 |
| Unrestricted | (301,089) | (396,139) | 60,566 | 47,065 | (240,523) | (349,074) |
| Total net assets | $ 373,755 | $ 307,155 | $ 651,688 | $ 665,122 | $ 1,025,443 | $ 972,277 |

Net assets of the City's governmental activities decreased 17.8% to $307.2 million for 2008. These net assets are restricted as to use in the amount of $143.9 million or are invested in capital assets in the amount of $559.3 million (buildings, roads, bridges, etc) less any related debt used to acquire those assets that is still outstanding. The City uses these assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in capital assets are reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. The unrestricted net assets deficit ($396.1 million) at the end of the year does not mean that the City does not have adequate financial resources available to pay its bills next year. Instead, it is because the City's annual budgets do not include the full amounts needed to finance future liabilities arising from property and casualty claims, and to pay for unused employee vacation and sick days, and debt not issued for City capital assets. The City will include these amounts in future years' budgets as they come due.

The net assets of business-type activities increased 2.1% to $665.1 million in 2008. The City generally can only use these net assets to finance the continuing operations of the specific enterprise activity it relates to.

Long-term obligations for both governmental and business-type activities increased 12.5% and 6.3% respectively from 2007 due primarily by an increase in the issuance of long-term debt and the recording of the OPEB obligation.

Total assets, including capital assets increased $102.2 million or 4.1% from 2007. Capital assets of the primary government increased 2.9% from the previous year. For 2008, the Water Works and the Sewer Maintenance Funds have 92% of the City's total capital assets related to business-type activities. These are the City's two largest enterprise funds (business-type). The Water Works capital assets (51%) consist primarily of water mains and related water facilities and plants; and, the Sewer Maintenance Fund (41%) includes all the various sewer mains and connections.

**Changes in net assets.** The calculation of revenues less expenses is the change in net assets. The City's total program and general revenues totaled $753.7 million for the governmental activities. Of revenues, 34% comes from property and other taxes and 46% comes from intergovernmental revenues (state aids, federal and state grants). Charges for services category represents only 12% of the total revenues, and the remaining 8% coming from licenses, permits, fines and forfeits and miscellaneous other sources.

The City's governmental activity expenses cover a range of services, with 37% related to public safety (fire and police, neighborhood services). The City's general expenses exceeded its program revenues for governmental activities by 81%; total general revenues combined with program revenue and transfers resulted in a negative change in net assets of $66.6 million or 7.8% of total general expenses for governmental activities. The margin for business-type activities had 30.9% of program revenues greater than expenses and a 6.7% margin of total revenues more than expenses and transfers out. Chart 1 Expenses and Program Revenues – Governmental Activities and Chart 2 Expenses and Program Revenues – Business-type Activities depict this comparison.

Table 2 and the narrative that follows consider the operations of governmental and business-type activities separately.

**Table 2**
**Changes in Net Assets**
*(Thousands of Dollars)*

| | Governmental Activities | | Business-type Activities | | Total Primary Government | |
|---|---|---|---|---|---|---|
| | 2007 | 2008 | 2007 | 2008 | 2007 | 2008 |
| Revenues: | | | | | | |
| Program revenues: | | | | | | |
| Charges for services | $ 76,496 | $ 86,410 | $ 187,493 | $ 203,512 | $ 263,989 | $ 289,922 |
| Operating grants and contributions | 75,074 | 77,032 | - | - | 75,074 | 77,032 |
| Capital grants and contributions | - | - | 6,062 | 10,203 | 6,062 | 10,203 |
| General revenues: | | | | | | |
| Property taxes and other taxes | 243,654 | 257,210 | - | - | 243,654 | 257,210 |
| State aids for General Fund | 272,539 | 271,100 | - | - | 272,539 | 271,100 |
| Miscellaneous | 84,042 | 61,949 | 2,121 | 979 | 86,163 | 62,928 |
| Total revenues | 751,805 | 753,701 | 195,676 | 214,694 | 947,481 | 968,395 |
| Expenses | | | | | | |
| General government | 204,724 | 208,608 | - | - | 204,724 | 208,608 |
| Public safety | 297,711 | 314,935 | - | - | 297,711 | 314,935 |
| Public Works | 157,701 | 174,629 | - | - | 157,701 | 174,629 |
| Health | 23,102 | 20,830 | - | - | 23,102 | 20,830 |
| Culture and recreation | 21,298 | 20,639 | - | - | 21,298 | 20,639 |
| Conservation and development | 70,025 | 61,693 | - | - | 70,025 | 61,693 |
| Capital contribution to Milwaukee Public Schools | 2,788 | 6,474 | - | - | 2,788 | 6,474 |
| Contributions | 21,915 | 22,177 | - | - | 21,915 | 22,177 |
| Interest on long-term debt | 30,536 | 28,368 | - | - | 30,536 | 28,368 |
| Water | - | - | 62,064 | 64,562 | 62,064 | 64,562 |
| Sewer Maintenance | - | - | 29,928 | 29,167 | 29,928 | 29,167 |
| Parking | - | - | 24,025 | 25,078 | 24,025 | 25,078 |
| Port of Milwaukee | - | - | 5,626 | 4,182 | 5,626 | 4,182 |
| Metropolitan Sewerage District User Charges. | - | - | 32,301 | 40,219 | 32,301 | 40,219 |
| Total expenses | 829,800 | 858,353 | 153,944 | 163,208 | 983,744 | 1,021,561 |
| Increase in net assets before transfers | (77,995) | (104,652) | 41,732 | 51,486 | (36,263) | (53,166) |
| Transfers | 36,483 | 38,052 | (36,483) | (38,052) | - | - |
| Increase in net assets | (41,512) | (66,600) | 5,249 | 13,434 | (36,263) | (53,166) |
| Net assets – Beginning | 415,267 | 373,755 | 646,439 | 651,688 | 1,061,706 | 1,025,443 |
| Net assets – Ending | $ 373,755 | $ 307,155 | $ 651,688 | $ 665,122 | $ 1,025,443 | $ 972,277 |

**Governmental Activities**

Revenues for the City's governmental activities were $753.7 million, while total expenses were $858.4 million for 2008. All revenues, excluding transfers, are supporting 87.8% of the total expenses; 92.2% with transfers. Comparable data for 2007 indicates 90.6% of all revenues, excluding transfers supported the 2007 expenses and, 95% with transfers.

Property taxes represent 34.1% of the total revenues for 2008 compared to 32.4% for 2007; a 5.6% increase in this category. The increase in revenues is primarily due to an increase in collections; however, the City of Milwaukee's share of the Tax Rate increased two cents (from $7.99 in 2007 to $8.01 in 2008 [per $1,000 of Assessed Value]). State aids for the General Fund of $271.1 million decreased from 2007 by $1.4 million or .5%. The combined property taxes and state aids comprised approximately 70.1% of the total revenues for governmental funds in 2008 compared to 68.7% in 2007. Charges for services equaled 11.5% of the total revenues in 2008 compared to 10.2% in 2007.

Governmental activities had expenses increase 3.4% in 2008 to $858.4 million from $829.8 million in 2007. Expenses for general government, which comprise 24.3% of the total expenses, increased 1.9% in 2008. Public safety expenses represent the largest category of governmental activities or 36.7% of the total expenses for 2008 which is an increase of 5.8% over 2007. Due to the excessive snowfall during 2008, public works expenses increased 10.7% over 2007.

**Chart 1**
**2008 Expenses and Program Revenues - Governmental Activities**

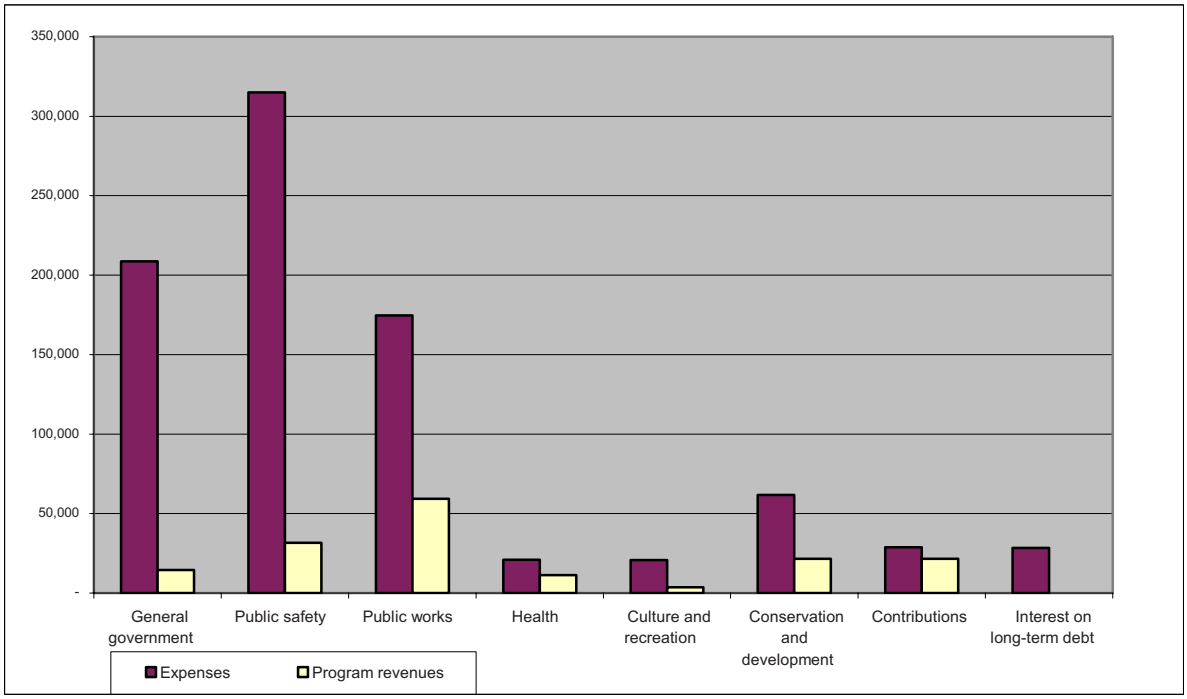



Table 3 presents the cost of each of the City's largest programs as depicted in the Chart 1 above, as well as each program's net costs (total cost less the revenues generated by the activities). General government includes most city departments, such as: Mayor, Common Council, Administration, Employee Relations, Municipal Court, City Attorney, Comptroller and Treasurer. Public safety includes Fire, Police and Neighborhood Services. The net cost shows the financial burden that was placed on the City's taxpayers by each of these functions.

**Table 3**
**Governmental Activities**
*(Thousand of Dollars)*

| | Total Cost of Services | | Net Cost of Services | |
|---|---|---|---|---|
| | 2007 | 2008 | 2007 | 2008 |
| General government | $ 204,724 | $ 208,608 | $ 190,243 | $ 194,038 |
| Public safety | 297,711 | 314,935 | 271,271 | 283,373 |
| Public works | 157,701 | 174,629 | 108,024 | 115,234 |
| Health | 23,102 | 20,830 | 10,375 | 9,556 |
| Culture and recreation | 21,298 | 20,639 | 17,244 | 17,120 |
| Conservation and development | 70,025 | 61,693 | 48,104 | 40,103 |
| Contributions | 24,703 | 28,651 | 2,433 | 7,119 |
| Interest on long-term debt | 30,536 | 28,368 | 30,536 | 28,368 |
| Total Governmental Activities | $ 829,800 | $ 858,353 | $ 678,230 | $ 694,911 |

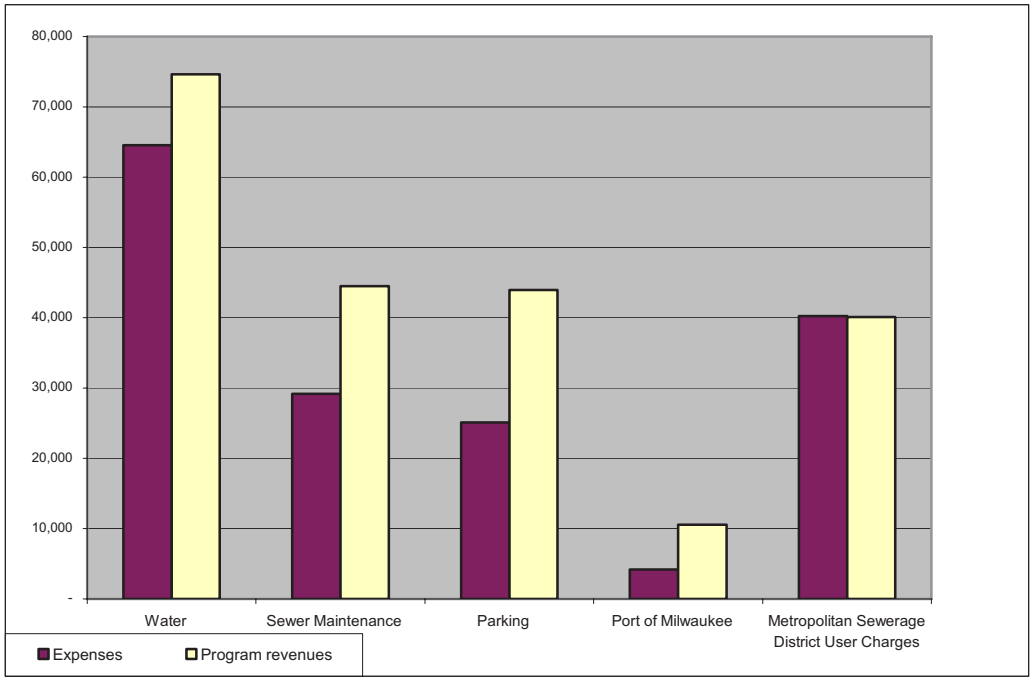
The Table 3 above indicates that the cost of services not funded with direct program revenue for governmental activities increased in 2008 to $694.9 million from $678.2 million in 2007 or 2.5% change. For 2008, Public Safety's net cost of services represents the largest category of total expenses at 40.8%, an increase of 4.5% in net cost of services compared to 2007. The total costs of services for all governmental activities increased overall by 3.4%. This indicates that total program revenue for the purposes is not increasing in proportion to the total cost of governmental services.

**Business-type Activities**

The three major enterprises or business-type activities are water, sewer maintenance and parking operations. The Water Works had operating expenses of $63.4 million and operating income of $10.2 million. The Sewer Maintenance had operating income of $20.0 million after generating expenses of $20.7 million. The City parking facilities operating expenses during 2008 were $24.5 million with net operating income of $19.1 million.

Total revenues on Table 2 shows an increase of $19 million in 2008 compared to 2007, or 9.7%. Total expenses and transfers of all enterprise funds of the City increased $10.9 million, from $190.4 million in 2007 to $201.3 million in 2008. This resulted in a change in net assets activity for the year 2008 of an increase of $8.2 million compared to 2007. The 2008 year-end Total Net Assets increased by $13.4 million or 2.1%.

**Chart 2**
**2008 Expenses and Program Revenues - Business-type Activities**




**FINANCIAL ANALYSIS OF THE CITY'S FUNDS**

The City uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

**Governmental Funds**

Governmental Funds are reported in the fund statements with a short-term, inflow and outflow of spendable resources focus. This information is useful in assessing resources available at the end of the year in comparison with upcoming financing requirements. In particular, the Reserved for Tax Stabilization in the General Fund may serve as a useful measure for the City's net resources available for financing subsequent year's budget to help stabilize the tax rate. Types of Governmental Funds reported by the City include the General Fund, Special Revenue Funds, Debt Service Funds and Capital Project Funds.

As the City completed the year, its Governmental Funds (as presented in the balance sheet on Exhibit A-1) reported a combined fund balance of $202.9 million, an increase of $17.8 million or 9.6% over last year. A major contributor to this increase was the issuance of additional general obligation debt in the Capital Projects Funds. As a result, the expenditures for various capital projects in advance of the issuance of debt produced a beginning of year net fund deficit of $67.2 million but improved to a deficit fund balance at year end 2008 of $37.4 million. Debt issued for capital projects totaled $124.7 million in 2008 compared to $21.3 million in 2007. At year end, the capital projects with a fund deficit were Bridges ($1,922,000), Library ($123,000), Public Buildings ($1,450,000), Sewers ($1,833,000), Urban Renewal ($851,000), Streets ($3,911,000), and Tax Incremental Districts ($16,526,000). The fund balance deficit of $12,158,000 for special assessment capital projects remained relatively unchanged. This deficit is due to the financing of capital projects prior to the issuance of the special assessment bills. If over $125, these bills are payable over six years. Other capital projects such as fire, playgrounds and recreation, police and special projects netted a positive fund balance at year end of $1,423,000.

The total reserves of the General Fund decreased 19.7% to $73.0 million from $90.9 million in 2007. Of this amount, $22.4 will finance the 2009 budget, with $20.0 available for 2010 and subsequent years' budgets. The year 2007 showed a $14.3 million reduction.

Chart 3 and 4 graphically depict the spending by function and revenues by source for all governmental funds. Revenues for governmental functions overall totaled $753.9 million in the fiscal year ended December 31, 2008, which represents an increase of approximately 0.8% compared to the fiscal year ended December 31, 2007. Expenditures for governmental funds totaled $1,014.7 million, an increase of 3.6%. In the aggregate, expenditures exceeded revenues by $260.8 million, or approximately 34.6%. Other financing sources closed the gap, leaving a total net increase in governmental fund balances of $17.8 million for the year compared to a decrease of $85.5 million in 2007. Other financing sources include proceeds from issuance of debt, transfers from enterprise funds and receipt of loans receivable transferred from the Neighborhood Improvement Development Corporation component unit.

**Chart 3**
**2008 City Spending by Function - Governmental Funds**

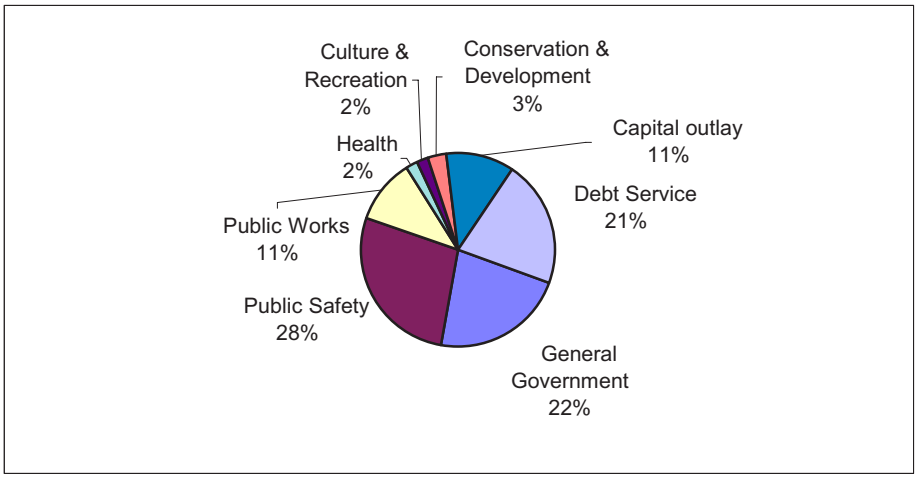
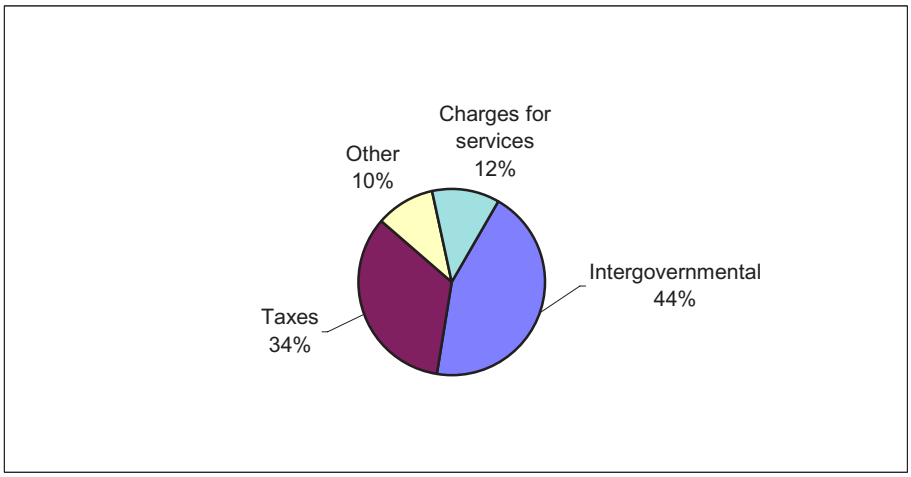



**Chart 4**
**2008 Revenues by Source - Governmental Funds**



*Major Governmental Funds*

The General Fund is the City's primary operating fund and the largest funding source for day-to-day services. The fund balance of the General Fund decreased by $17.8 million or 19.6%. Revenues and other financing sources totaled approximately $695.1 million and expenditures and other financing uses totaled approximately $712.9 million - detailed in Table 4 below. While revenues remained consistent with the prior year (increasing by 0.77% over 2007), expenditures increased 2.6% over 2007, with expenditures exceeding revenues by 11.6%. Other Financing Sources (consisting of debt proceeds and transfers in from other funds), exceeded Other Financing Uses (consisting of transfers out to other funds) by $46.5 million. In addition, $29.5 million was withdrawn from the Reserve for Tax Stabilization to fund the 2008 General Fund budget. This was an increase of $6.3 million from 2007.

Total General Fund revenues for 2008 totaled $556.5 million. The largest revenue category is intergovernmental at $271.1 million with 48.7% of the total revenue. The second largest revenue source is Property Taxes with $141.6 million or 25.4%. Charges for Services, which includes revenues for services provided by City departments, comprises 15.5% or $86.4 million. These three categories combined comprise 89.7% of the total revenues for 2008. The largest increase in revenues compared to 2007 was the Charges for Services category with a 13.0% increase.

The following table (Table 4) presents a summary of revenues and expenditures of the General Fund compared to prior year:

**Table 4**
**General Fund**
**Summary of Revenues, Expenditures and Other Financing Sources and Uses**
*(Thousands of Dollars)*

| Revenues and Other Financing Sources | | | | Expenditures and Other Financing Uses | | | |
|---|---|---|---|---|---|---|---|
| **Revenues:** | **2007** | **2008** | **% Change** | **Expenditures:** | **2007** | **2008** | % Change |
| Property taxes | $ 137,253 | $ 141,573 | 3.15% | General government | $ 222,781 | $ 221,023 | -0.79% |
| Other taxes | 5,311 | 4,839 | -8.89% | Public safety | 257,137 | 266,370 | 3.59% |
| Licenses and permits | 13,704 | 12,918 | -5.74% | Public works | 93,956 | 103,149 | 9.78% |
| Intergovernmental | 272,539 | 271,100 | -0.53% | Health | 10,359 | 10,118 | -2.33% |
| Charges for services | 76,496 | 86,410 | 12.96% | Culture and recreation | 17,548 | 16,782 | -4.37% |
| Fines and forfeits | 5,800 | 5,277 | -9.02% | Conservation and development | 3,279 | 3,456 | 5.40% |
| Contributions received | 22,270 | 21,532 | -3.31% | | - | - | |
| Other | 18,883 | 12,864 | -31.88% | | | | |
| Total Revenues | 552,256 | 556,513 | 0.77% | Total Expenditures | 605,060 | 620,898 | 2.62% |
| Other Financing Sources | | | | Other Financing Uses | | | |
| Debt proceeds | 66,000 | 91,600 | | | | | |
| Transfers in | 40,561 | 47,019 | 15.92% | Transfers out | 68,079 | 92,080 | 35.25% |
| Total Revenues and Other Financing Sources | 658,817 | 695,132 | 5.51% | Total Expenditures and other Financing Uses | $ 673,139 | $ 712,978 | 5.92% |
| Excess of Revenues over Expenditures | (52,804) | (64,385) | 21.93% | | | | |
| Net Change in Fund Balance | $ (14,322) | $ (17,846) | 24.61% | | | | |

Beginning in 2006, the City began issuing General Obligation Cash-Flow Promissory Notes rather than Revenue Anticipation Notes in advance of receipt of the State Shared Revenues. For 2008, $90 million was issued. With the receipt of these revenues, an amount equal to the debt was transferred to the Debt Service Fund (the legal fund established to pay the debt).

The City maintains two separate Debt Service Funds. The General Obligation Debt Fund accounts for resources accumulated and payments made for principal and interest on the City's outstanding long-term general obligation debt. The Public Debt Amortization Fund is governed by State Statutes Section 67.101 whereby accumulated resources can be used for the

retirement of the public debt. The General Obligation Debt Service Fund increased its fund balance from $56.8 million to $71.2 million or 25.5%. Total revenues of the General Obligation Debt Service increased from $88.1 million in 2007 to $102.0 million in 2008. Revenues combined with *Other Financing Sources* totaled $247.7 million; expenditures combined with *Other Financing Uses* totaled $233.2 million; resulting in a *Net Change in Fund Balance* for year end 2008 of $14.5 million. The Public Debt Amortization Fund showed a decrease of 14.8% from $70.2 million to $59.8 million at year-end for its fund balance due to net transfers out of $17.8 million combined with an overall increase of total revenues over expenditures of $7.4 million.

Capital Projects Funds are used to account for the financial resources segregated for the acquisition, construction, or repair of major capital facilities other than those financed by proprietary funds. At year end, 2008 showed a fund balance deficit of $37.4 million (an increase in the fund balance of $29.8 million compared to a fund balance deficit of $67.2 million in 2007). In 2008, total debt proceeds amounted to $124.7 million as compared to $21.3 million in 2007, a 485.5% increase. Total revenues decreased 28% from $26.8 million to $19.8 million; expenditures decreased from $127.3 million to $114.8 million or 9.8%. The issuance of bonds and notes during 2008 for capital purposes combined with revenues and transfers were sufficient to cover the current year's expenditures in total and thereby reduced the 2008 year end deficit in fund balance by $29.8 million.

**Proprietary Funds**

The proprietary fund statements share the same focus as the government-wide statements, reporting both short-term and long-term information about financial status, but in more detail.

At the end of the fiscal year, the total unrestricted net assets for all enterprise funds were $47.1 million. This was a decrease from $60.6 million at December 31, 2007 or 22.3%. This decrease consists of $8.4 million in Water Works, $7.4 million in Sewer Maintenance, and offset by an increase of $0.8 million in Parking and $1.5 million in the nonmajor enterprise funds.

Total operating revenues of the enterprise funds increased 8.6% from 2007 - $186.8 million to $202.9 million in 2008; total operating expenses increased to $152.9 million in 2008 from $143.7 million in 2007 or 6.4%. The Water Works is the largest enterprise activity for the City, comprising approximately 36.2% of the total operating revenues. The Sewer Maintenance Fund comprises 20.1% of the total operating revenues. Both funds primarily bill customers based on water consumption. For 2008 Water Works and Sewer Maintenance operating revenues increased 1.4% and 7.9%, respectively; all other enterprise funds combined increased by 15.9%. Water Works nonoperating revenues for 2008 are mainly composed of interest income. Investment income decreased by 60.7%, or $1,037,000 from 2007. Other miscellaneous nonoperating revenue also decreased from $304,000 to $194,000 in 2008. These miscellaneous revenues (fees for servicing of branch water mains and water tapping services) decreased 36.2% from 2007.

The Water Works incurred total operating and nonoperating expenses of $64.6 million for 2008 compared to $62.1 million for 2007. Excluding depreciation expense, operating expenses increased over the previous year by $2.5 million or 5.3%. The nonoperating expenses (interest expense) of the Water Works decreased by $193,000 due to the declining principal balances on outstanding debt.

Excluding the Water Works, total operating expenses of all other enterprises funds increased 7.9% over 2007.

**General Fund Budgetary Highlights**

Over the course of the year, the Common Council adopted five resolutions which increased the General Fund appropriations due to greater than anticipated revenues. These increased budgets provided departments additional appropriation authority due to revenue increases related to the additional spending. These appropriations were: $116,059 and $58,030 for the Department of City Clerk funding support of City Cable Channel equipment upgrades and other cable purposes; $188,956 for the Department of Public Works from a Federal Emergency Management Agency (FEMA) grant to address a spring flood; $440,650 for snow and ice removal costs for the February 2008 snow storm, and $2,025,000 due to a rate increase relating to snow and ice control and apartment garbage collection fees.

The original budget for expenditures includes the adopted budget plus the encumbrances carried over from 2007 less the encumbrances carried over to 2009. The final budget includes the original budget as defined plus appropriations authorized for carryover from 2007 by the Common Council less those appropriations authorized for carryover to 2009. In addition, certain appropriations are budgeted in a general non-departmental account (i.e. contingency) and are only transferred from this non-departmental appropriation account to specific departments to expend after authorization by the Common Council. These appropriation adjustments are part of the final budget. As detailed in Required Supplementary Information Section,

Exhibit E-1 shows both the original 2008 General Fund expenditure budget of $592.1 million and the final budget of $600.0 million. This is a 2.3% increase over the final 2007 budget of $586.5 million. The original General Fund revenue budget totaled $535.6 million with the final budget increasing by $2.8 million to $538.4 million. This is a 2.6% increase over the final 2007 revenue budget of $525.0 million.

For the fiscal year ended December 31, 2008, the General Fund revenue budget exceeded actual revenues by $3.5 million. However, actual 2008 General Fund revenues exceeded that of the prior year. General Fund actual revenues totaled $556.5 million in 2008, a $4.2 million (+0.8%) increase over 2007. Property Taxes and Charges for Services increased by 3.2% and 13.0%, respectively. Noteworthy increases over 2007 actual revenue include a $9.9 million increase in Charges for Services ($3.6 million in snow and ice removal fees and $0.9 million in pavement cut services provided to the Water Works and Sewer Maintenance enterprise funds). All other categories (Other Taxes, Licenses and permits, Intergovernmental, Fines and forfeits and Other) decreased in ranges of 0.5% to 31.9% for a total decrease of $9.2 million. A major "Other" revenue decrease was interest on investments, declining by $6.0 million or 31.9%. The average interest earnings rate was 2.743% compared to 5.095% in 2007 with a decrease in the average investable balance from $244.2 million in 2007 to $218.2 million in 2008.

The year 2008 also produced an unexpended budget surplus of $1.2 million.The general government category contributed $2.8 million; public works reduced the surplus by $2.5, and public safety, health culture and recreation and conservation and development, in the aggregate, added $.9 million. Of the $2.8 million saved by general government departments, $.4 million was saved by City Attorney collection contract due to unrealized claims. The combined savings from the Comptroller, Employees' Retirement and Department of Employee Relations resulted in a surplus in various fringe benefit costs that were allocated to capital projects rather than to general fund accounts, and thus saved $1.1 million for the year. The Employees' Retirement incurred a budgetary savings of $.3 on Group Life Insurance Premiums due to reduced salary levels. Minor savings in other general government departments make up the remaining savings of $1 million. The Department of Public Works Operations Department incurred a deficit of $2.6 million relating to snow removal and cleanup efforts. December 2008 was another record setting year for snowfall.

The General Fund Schedule of Expenditures-Budget and Actual (Exhibit I-9) details current year expenditures by department.

The City's General Fund's beginning fund balance of $90.9 million as reported on the General Fund Statement of Revenues, Expenditures and Changes in Fund Balance differs from the General Fund's budgetary fund balance reported in the budgetary comparison schedule by the amount of the budgeted withdrawal from the Reserve for Tax Stabilization of $29.5million. Also, for 2008, expenditures of the Public Works category exceeded appropriations in the General Fund in the net amount of $2.5 million. Of this amount, the Department of Public Works-Operations Division's snow plowing operations were overdrawn $2.6 million. The Council has approved the issuance of short-term promissory notes to fund this deficit in 2009.

## CAPITAL ASSET AND DEBT ADMINISTRATION

### Capital Assets

The City's capital assets for governmental and business-type activities as of December 31, 2008 total $1,711.1 million (net of accumulated depreciation). Capital assets include land, buildings, infrastructure, improvements other than buildings, machinery and equipment, furniture and furnishings, non-utility property, and construction in progress. The total increase in the City's capital assets for the current fiscal year was $47.8 million or 2.9%. Governmental activities' capital assets increased $13.5 million or a 1.4% increase from 2007. Business-type activities' capital assets increased $34.3 million or 4.8% at the end of 2008. A schedule comparing the assets by type for 2007 and 2008 for both governmental and business-type activities is depicted in Table 5 below. The net change in assets as detailed in Note 4 reports that additions were $26.2 million and deletions were $12.7 million for 2008 for governmental activities. The Sewer Maintenance Fund had a net change in capital assets that resulted in an increase of $25.5 million. Of the sewer maintenance fund's net assets at year end, 84.3% relate to the sewer mains infrastructures. Infrastructure net assets of the Water Works comprise 65.9% of its total net assets with 27.8% consisting of machinery and equipment. The total net change in all water works net assets was an increase of 1.8%.

Debt issued to finance tax incremental districts (TID) consists of $157.9 million outstanding at year end. The majority of these expenditures have no related assets for TID, so net increases in TID debt reduce unrestricted net assets by an equal amount. In addition, debt issued for school purposes at year end was $87.8 million. The Milwaukee Public Schools (MPS) is a separate governmental entity. By State Statutes, MPS cannot issue its own debt. As a result, the City issues debt for schools purposes. The City has the option of providing funds from its treasury or issue debt to finance school construction, operations and/or maintenance. The City chooses to issue debt. The MPS's assets are not an asset of the City and, as a result, reduced unrestricted net assets by an equal amount.

**Table 5**
**Capital Assets**
(net of depreciation)
*(Thousands of Dollars)*

| | Governmental Activities | | Business-type Activities | | Total Primary Government | |
|---|---|---|---|---|---|---|
| | 2007 | 2008 | 2007 | 2008 | 2007 | 2008 |
| Capital assets not being depreciated: | | | | | | |
| Land | $ 163,769 | $ 163,797 | $ 16,115 | $ 18,167 | $ 179,884 | $ 181,964 |
| Construction in progress | 106,357 | 123,768 | 52,699 | 61,966 | 159,056 | 185,734 |
| Capital assets being depreciated: | | | | | | |
| Buildings | 194,137 | 194,782 | 85,000 | 85,421 | 279,137 | 280,203 |
| Infrastructure | 1,337,345 | 1,355,649 | 664,521 | 713,333 | 2,001,866 | 2,068,982 |
| Improvements other than buildings | 11,198 | 11,573 | 27,300 | 7,717 | 38,498 | 19,290 |
| Machinery and equipment | 145,659 | 162,573 | 211,792 | 212,266 | 357,451 | 374,839 |
| Nonutility property | - | - | 5,316 | 5,509 | 5,316 | 5,509 |
| Accumulated depreciation | (1,016,522) | (1,056,667) | (341,403) | (348,781) | (1,357,925) | (1,405,448) |
| Total | $ 941,943 | $ 955,475 | $ 721,340 | $ 755,598 | $ 1,663,283 | $ 1,711,073 |

**Debt**

At year-end, the City had $760.6 million in general obligation bonds and notes, $49.7 million in State loans, and $61.2 million in revenue bonds outstanding as itemized in Table 6.

New debt (excluding refunding bonds) issued for general obligation bonds and notes totaled $239.0 million, of which $1.6 million related to Sewer Maintenance, Parking, and Port Enterprises.

The City continues to maintain high investment grade ratings from the three major rating agencies. A rating of AA+ from Fitch Ratings, AA from Standard and Poor's Corporation, and Aa2 from Moody's Investors Service, Inc, were received on the City's July 2008 general obligation bonds issues.

The City's gross general obligation debt per capita, excluding enterprise fund debt, was $1,038 at the end of 2007, and $1,127 at the end of 2008; a 8.6% increase from the prior year. As of December 31, 2008, the City's outstanding net general obligation debt for governmental activities was 2.09% of the City's total taxable value of property. (Statistical Section - Table 9) The legal debt limit is 7% of equalized property value, including Milwaukee Public Schools debt, which also is issued by the City. Excluding the 2% limit on School debt, the City has a 5% legal debt limit and has reached about 43.2% of this limit. The City issues general obligation notes to purchase a portion of General Fund delinquent taxes. During 2008, notes were issued in the amount of approximately $21.1 million. Collections on these taxes and related interest will be used to meet the related debt service requirements.

**Table 6**
**Outstanding Debt**
**General Obligation and Revenue Bonds**
*(Thousand of Dollars)*

| | Governmental Activities | | Business-type Activities | | Total Primary Government | |
|---|---|---|---|---|---|---|
| | 2007 | 2008 | 2007 | 2008 | 2007 | 2008 |
| General obligation bonds and notes (backed by the City) | $ 669,404 | $ 725,670 | $ 58,936 | $ 34,970 | $ 728,340 | $ 760,640 |
| State loans | - | - | 14,369 | 49,653 | 14,369 | 49,653 |
| Revenue bonds (backed by specific fee revenues) | - | - | 64,711 | 61,170 | 64,711 | 61,170 |
| Total | $ 669,404 | $ 725,670 | $ 138,016 | $ 145,793 | $ 807,420 | $ 871,463 |

## ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

Total property taxes levied for all funds of the City in 2008 for 2009 purposes increased $.08 per thousand dollars of assessed valuation to a rate of $8.09. The 2007 for 2008 rate increased $.02 (from $7.99 to $8.01).

The property tax levy will provide $123.7 million revenue for the general city purposes budget in 2009. This represents an increase of $19.7 million from 2008 or 18.9%. The total City tax levy increased from $227.5 million for 2008 to $237 million for 2009 or a $7.4 million increase. The 2009 budget includes $87.2 million in revenue from charges for services, an increase of $6.6 million. This category of funding encompasses revenue received for services provided by City operating departments. The Solid Waste Fee is the largest revenue source in this category and is expected to generate $28.5 million for 2009. This fee represents 32.7% of the total charges for services in the 2009 budget. The Street Sweeping and Leaf Collection Fee is expected to generate $10.1 million for 2009; a 102% increase from 2008 due to a rate increase. This Fee now comprises 11.5% of the total charges for services for 2009 compared to 6.2% in 2008.

Estimated intergovernmental revenues, primarily from the State of Wisconsin, are projected to total $272.3 million; a slight increase of $1 million from 2008 or less than one-half of one percent.

The 2009 adopted City Budget is about $1.4 billion with the budget for the General Fund at $667.1 million. The General Fund budget increased 3.9% over the 2008 budget of $642.1 million. In 2009, the City will expend $114.9 million for health insurance and related costs compared to $109.9 million budgeted for 2008, an increase of 4.6%. Another major increase from 2008 is the cost of salaries and wages, including pending labor contract settlements and cost of living rate increases, direct salaries, vacation pay, holiday pay and other salary related payments. This increase totals $13 million over 2008, or a plus 3.6%. Estimated Full-time Equivalent (FTE) employment for all General Fund departments reflects a decrease of 66 FTE with the Fire Department having a decrease of 36 FTE and the Library Department decreasing by 21 FTE's for 2009.

The City remains in sound financial condition, as demonstrated by the financial statements and schedules included in this report. However, the General Fund reserve for tax stabilization decreased from its 12/31/07 balance of $62.7 million to $42.4 million at 12/31/08. With expected limitations on additional state shared revenues, a potential increase in the City contribution to the Employees Retirement System and record snowfalls resulting in a shortfall for this purpose of over $2.6 million, the City is currently taking action to restrain spending and increase revenues in 2009. Initiatives include a hiring freeze, significant fee increases and a mandatory furlough during 2009. This plan is further explained in the Letter of Transmittal section of this report.

The unemployment rate for 2008 is 7.9%, a 21.5% increase over the previous year The per capita income for the most recent fiscal year available (2007) was $35,852 - a 5.1% increase from 2006.

The City's population over the last five years is depicted in the table below. This data is estimated from the Wisconsin Department of Revenue used in the distribution of State Shared Taxes and differs from the U.S. Census Bureau.

| | |
|---|---|
| 2004 | 593,920 |
| 2005 | 592,765 |
| 2006 | 590,370 |
| 2007 | 590,190 |
| 2008 | 590,870 |

**CONTACTING THE CITY'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the City's finances and to demonstrate the City's accountability for the money it received. If you have questions about this report or need additional financial information, contact the City of Milwaukee, Office of the City Comptroller, Office, City Hall, 200 East Wells Street Room 404, Milwaukee, WI 53202.

# BASIC FINANCIAL STATEMENTS

## GOVERNMENT-WIDE FINANCIAL STATEMENTS

CITY OF MILWAUKEE
**STATEMENT OF NET ASSETS**
December 31, 2008
*(Thousands of Dollars)*

Exhibit 1

| | Primary Government | | | Component Units |
|---|---|---|---|---|
| | Governmental Activities | Business-type Activities | Total | |
| **Assets** | | | | |
| Cash and cash equivalents | $ 244,043 | $ 51,823 | $ 295,866 | $ 57,404 |
| Investments | 6,126 | - | 6,126 | 3,559 |
| Receivables (net): | | | | |
| Taxes | 198,563 | - | 198,563 | - |
| Accounts | 18,745 | 38,562 | 57,307 | 1,983 |
| Unbilled accounts | 1,135 | 14,629 | 15,764 | - |
| Special assessments | 14,216 | - | 14,216 | - |
| Notes and loans | 53,700 | - | 53,700 | 90,920 |
| Accrued interest | 606 | 38 | 644 | 3,689 |
| Due from component units | 18,434 | - | 18,434 | - |
| Due from primary government | - | - | - | 118 |
| Due from other governmental agencies | 230,513 | 1,073 | 231,586 | 17,552 |
| Inventory of materials and supplies | 7,519 | 2,331 | 9,850 | - |
| Inventory of property for resale | 26 | - | 26 | 7,925 |
| Prepaid items | 354 | 447 | 801 | 897 |
| Deferred charges | 2,050 | 422 | 2,472 | 1,115 |
| Other assets | - | 286 | 286 | 504 |
| Total Noncapital Assets | 796,030 | 109,611 | 905,641 | 185,666 |
| Capital assets: | | | | |
| Capital assets not being depreciated: | | | | |
| Land | 163,797 | 18,167 | 181,964 | 54,187 |
| Construction in progress | 123,768 | 61,966 | 185,734 | 2,301 |
| Capital assets being depreciated: | | | | |
| Buildings | 194,782 | 85,421 | 280,203 | 480,524 |
| Infrastructure | 1,355,649 | 713,333 | 2,068,982 | 789 |
| Improvements other than buildings | 11,573 | 7,717 | 19,290 | 1,531 |
| Machinery and equipment | 162,573 | 212,266 | 374,839 | 3,277 |
| Nonutility property | - | 5,509 | 5,509 | - |
| Accumulated depreciation | (1,056,667) | (348,781) | (1,405,448) | (232,498) |
| Total Capital Assets | 955,475 | 755,598 | 1,711,073 | 310,111 |
| Total Assets | 1,751,505 | 865,209 | 2,616,714 | 495,777 |

CITY OF MILWAUKEE
**STATEMENT OF NET ASSETS**
December 31, 2008
*(Thousands of Dollars)*

Exhibit 1 (Continued)

| | Primary Government | | | Component Units |
|---|---|---|---|---|
| | Governmental Activities | Business-type Activities | Total | |
| **LIABILITIES** | | | | |
| Accounts payable | $ 43,413 | $ 16,205 | $ 59,618 | $ 7,066 |
| Accrued expenses | 32,871 | 3,199 | 36,070 | 6,512 |
| Accrued interest payable | 10,737 | 1,027 | 11,764 | - |
| Internal balances | (27,795) | 27,795 | - | - |
| Due to component units | 118 | - | 118 | - |
| Due to other governmental agencies | 502 | - | 502 | 2,175 |
| Deferred revenue | 295,770 | 51 | 295,821 | 1,146 |
| Revenue anticipation notes payable | 210,000 | - | 210,000 | - |
| Other payables | - | - | - | - |
| Other liabilities | - | - | - | 6,937 |
| Due to primary government: | | | | |
| Due within one year | - | - | - | 765 |
| Due in more than one year | - | - | - | 17,669 |
| Long-term obligations: | | | | |
| Due within one year | 94,417 | 11,250 | 105,667 | 5,278 |
| Due in more than one year | 784,317 | 140,560 | 924,877 | 134,381 |
| Total Liabilities | 1,444,350 | 200,087 | 1,644,437 | 181,929 |
| **NET ASSETS** | | | | |
| Invested in capital assets, net of related debt | 559,343 | 607,122 | 1,166,465 | 186,985 |
| Restricted for: | | | | |
| Debt Service | 143,778 | 10,935 | 154,713 | 14,196 |
| Temporarily restricted | - | - | - | 8,184 |
| Other purposes | 173 | - | 173 | - |
| Unrestricted | (396,139) | 47,065 | (349,074) | 104,483 |
| **Total Net Assets** | **$ 307,155** | **$ 665,122** | **$ 972,277** | **$ 313,848** |

*The notes to the financial statements are an integral part of this statement.*

CITY OF MILWAUKEE
**STATEMENT OF ACTIVITIES**
FOR THE YEAR ENDED DECEMBER 31, 2008
*(Thousands of Dollars)*

Exhibit 2

| Functions/Programs | Expenses | Program Revenues: Charges for Services | Program Revenues: Operating Grants and Contributions | Program Revenues: Capital Grants and Contributions |
|---|---|---|---|---|
| **Primary government:** | | | | |
| Governmental Activities: | | | | |
| General government | $ 208,608 | $ 12,589 | $ 1,981 | $ - |
| Public safety | 314,935 | 17,998 | 13,564 | - |
| Public works | 174,629 | 53,348 | 6,047 | - |
| Health | 20,830 | 644 | 10,630 | - |
| Culture and recreation | 20,639 | 1,443 | 2,076 | - |
| Conservation and development | 61,693 | 388 | 21,202 | - |
| Capital contribution to Milwaukee Public Schools | 6,474 | - | - | - |
| Contributions | 22,177 | - | 21,532 | - |
| Interest on long-term debt | 28,368 | - | - | - |
| Total Governmental Activities | 858,353 | 86,410 | 77,032 | - |
| Business-type Activities: | | | | |
| Water | 64,562 | 73,731 | - | 900 |
| Sewer Maintenance | 29,167 | 40,724 | - | 3,779 |
| Parking | 25,078 | 43,961 | - | - |
| Port of Milwaukee | 4,182 | 5,017 | - | 5,524 |
| Metropolitan Sewerage District User Charges | 40,219 | 40,079 | - | - |
| Total Business-type Activities | 163,208 | 203,512 | - | 10,203 |
| Total Primary Government | $ 1,021,561 | $ 289,922 | $ 77,032 | $ 10,203 |
| **Component units:** | | | | |
| Housing Authority | $ 85,254 | $ 19,876 | $ 48,509 | $ 11,833 |
| Redevelopment Authority | 11,772 | 5,997 | 5,021 | 3,263 |
| Milwaukee Economic Development Authority | 4,830 | 3,505 | 772 | - |
| Neighborhood Improvement Development Corporation | 636 | 459 | 1,296 | - |
| Total Component Units | $ 102,492 | $ 29,837 | $ 55,598 | $ 15,096 |
| General revenues: | | | | |
| Property taxes and other taxes | | | | |
| State aids for General Fund | | | | |
| Miscellaneous | | | | |
| Transfers | | | | |
| Total General Revenues and Transfers | | | | |
| Change in Net Assets | | | | |
| Net Assets - Beginning, as restated (note 1w) | | | | |
| **Net Assets - Ending** | | | | |

*The notes to the financial statements are an integral part of this statement.*

| Net (Expenses) Revenue and Changes in Net Assets | | | |
|---|---|---|---|
| Primary Government | | | |
| Governmental Activities | Business-type Activities | Total | Component Units |
| $ (194,038) | | $ (194,038) | |
| (283,373) | | (283,373) | |
| (115,234) | | (115,234) | |
| (9,556) | | (9,556) | |
| (17,120) | | (17,120) | |
| (40,103) | | (40,103) | |
| (6,474) | | (6,474) | |
| (645) | | (645) | |
| (28,368) | | (28,368) | |
| (694,911) | | (694,911) | |
| - | $ 10,069 | 10,069 | |
| - | 15,336 | 15,336 | |
| - | 18,883 | 18,883 | |
| - | 6,359 | 6,359 | |
| - | | | |
| - | (140) | (140) | |
| - | 50,507 | 50,507 | |
| (694,911) | 50,507 | (644,404) | |
| | | | $ (5,036) |
| | | | 2,509 |
| | | | (553) |
| | | | 1,119 |
| | | | (1,961) |
| 257,210 | - | 257,210 | - |
| 271,100 | - | 271,100 | - |
| 61,949 | 979 | 62,928 | 7,695 |
| 38,052 | (38,052) | - | - |
| 628,311 | (37,073) | 591,238 | 7,695 |
| (66,600) | 13,434 | (53,166) | 5,734 |
| 373,755 | 651,688 | 1,025,443 | 308,114 |
| **$ 307,155** | **$ 665,122** | **$ 972,277** | **$ 313,848** |

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# FUND FINANCIAL STATEMENTS

CITY OF MILWAUKEE
**BALANCE SHEET**
**GOVERNMENTAL FUNDS**
DECEMBER 31, 2008
*(Thousands of Dollars)*

Exhibit A-1

| | General |
|---|---|
| **ASSETS** | |
| Assets: | |
| Cash and cash equivalents | $ 74,671 |
| Investments | 173 |
| Receivables (net): | |
| Taxes | 128,946 |
| Accounts | 17,764 |
| Unbilled accounts | 1,135 |
| Special assessments | - |
| Notes and loans | 70 |
| Accrued interest | 490 |
| Due from other funds | 58,576 |
| Due from component units | 1,018 |
| Due from other governmental agencies | 4,753 |
| Advances to other funds | 13,367 |
| Inventory of materials and supplies | 7,222 |
| Inventory of property for resale | 26 |
| Prepaid items | 354 |
| **Total Assets** | **$ 308,565** |
| **LIABILITIES AND FUND BALANCES** | |
| Liabilities: | |
| Accounts payable | $ 27,539 |
| Accrued expenses | 32,477 |
| Due to other funds | 1,438 |
| Due to component units | 1 |
| Due to other governmental agencies | - |
| Deferred revenue | 174,103 |
| Revenue anticipation notes payable | - |
| Advances from other funds | - |
| Total Liabilities | 235,558 |
| Fund Balances: | |
| Reserved for debt service | - |
| Reserved for delinquent taxes receivable | - |
| Reserved for economic development | - |
| Reserved for encumbrances, prepaids, and carryovers | 22,865 |
| Reserved for inventory | 7,248 |
| Reserved for mortgage trust | 173 |
| Reserved for environmental remediation | 303 |
| Reserved for tax stabilization - 2009 | 22,379 |
| Reserved for tax stabilization - 2010 and subsequent years' budgets and advances to other funds | 20,039 |
| Unreserved: | |
| Undesignated | - |
| Special assessment (deficit) | - |
| Total Fund Balances | 73,007 |
| **Total Liabilities and Fund Balances** | **$ 308,565** |

*The notes to the financial statements are an integral part of this statement.*

| | General Obligation Debt Service | Public Debt Amortization | Capital Projects | Nonmajor Governmental Funds | Total |
|---|---|---|---|---|---|
| | $ 112,942 | $ 33,849 | $ 7,058 | $ 15,523 | $ 244,043 |
| | - | 5,953 | - | - | 6,126 |
| | 55,576 | - | 3,826 | 10,215 | 198,563 |
| | - | - | 595 | 386 | 18,745 |
| | - | - | - | - | 1,135 |
| | - | - | 14,216 | - | 14,216 |
| | 13,855 | 20,005 | - | 19,770 | 53,700 |
| | 74 | 42 | - | - | 606 |
| | - | - | - | - | 58,576 |
| | 16,889 | - | 457 | 70 | 18,434 |
| | 210,000 | - | 3,872 | 11,888 | 230,513 |
| | - | - | - | - | 13,367 |
| | - | - | 297 | - | 7,519 |
| | - | - | - | - | 26 |
| | - | - | - | - | 354 |
| | **$ 409,336** | **$ 59,849** | **$ 30,321** | **$ 57,852** | **$ 865,923** |
| | $ 7 | $ - | $ 11,895 | $ 3,972 | $ 43,413 |
| | 20 | - | 191 | 183 | 32,871 |
| | 2,840 | - | 18,987 | 7,516 | 30,781 |
| | - | - | 60 | 57 | 118 |
| | - | - | - | 502 | 502 |
| | 125,229 | - | 23,172 | 9,514 | 332,018 |
| | 210,000 | - | - | - | 210,000 |
| | - | - | 13,367 | - | 13,367 |
| | 338,096 | - | 67,672 | 21,744 | 663,070 |
| | 71,240 | 59,849 | - | 12,689 | 143,778 |
| | - | - | - | 8,213 | 8,213 |
| | - | - | - | 737 | 737 |
| | - | - | 1,423 | - | 24,288 |
| | - | - | 297 | - | 7,545 |
| | - | - | - | - | 173 |
| | - | - | | - | 303 |
| | - | - | - | - | 22,379 |
| | - | - | - | - | 20,039 |
| | - | - | (26,913) | 14,469 | (12,444) |
| | - | - | (12,158) | - | (12,158) |
| | 71,240 | 59,849 | (37,351) | 36,108 | 202,853 |
| | **$ 409,336** | **$ 59,849** | **$ 30,321** | **$ 57,852** | **$ 865,923** |

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CITY OF MILWAUKEE

Exhibit A-2

**RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET ASSETS**

DECEMBER 31, 2008

*(Thousands of Dollars)*

| | | |
|---|---|---|
| Fund balances - total governmental funds | | $ 202,853 |
| Amounts reported for governmental activities in the statement of net assets (Exhibit A-1) are different because: | | |
| Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. Those assets consist of: | | |
| Land | $ 163,797 | |
| Buildings, net of $74,784 accumulated depreciation | 119,998 | |
| Infrastructure, net of $883,878 accumulated depreciation | 471,771 | |
| Improvements other than buildings, net of $7,469 accumulated depreciation | 4,104 | |
| Machinery and equipment, net of $90,536 accumulated depreciation | 72,037 | |
| Construction in progress | 123,768 | |
| | | 955,475 |
| Deferred charges for debt issuance costs are not available to pay for current-period expenditures and therefore are deferred in the funds. | | 2,050 |
| Some revenues are deferred in the funds because they are not available to pay current period's expenditures. | | |
| Taxes to be collected after year-end | 9,471 | |
| Special assessments to be collected after year-end | 12,922 | |
| Notes and loans receivable to repay long-term bonds and notes | 13,855 | |
| | | 36,248 |
| Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due. All liabilities - both current and long-term - are reported in the statement of net assets. | | |
| Accrued interest payable | (10,737) | |
| Bonds and notes payable | (725,670) | |
| Deferred amount on refunding | 5,197 | |
| Unamortized premiums | (22,882) | |
| Compensated absences | (31,208) | |
| Net other postemployment benefits obligation | (75,705) | |
| Claims and judgments | (28,466) | |
| | | (889,471) |
| Total net assets of governmental activities (Exhibit 1) | | **$ 307,155** |

*The notes to the financial statements are an integral part of this reconciliation.*

CITY OF MILWAUKEE Exhibit A-3

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**
**GOVERNMENTAL FUNDS**
FOR THE YEAR ENDED DECEMBER 31, 2008
*(Thousands of Dollars)*

| | General |
|---|---|
| Revenues: | |
| Property taxes | $ 141,573 |
| Other taxes | 4,839 |
| Special assessments | - |
| Licenses and permits | 12,918 |
| Intergovernmental | 271,100 |
| Charges for services | 86,410 |
| Fines and forfeits | 5,277 |
| Contributions received | 21,532 |
| Other | 12,864 |
| Total Revenues | 556,513 |
| Expenditures: | |
| Current: | |
| General government | 221,023 |
| Public safety | 266,370 |
| Public works | 103,149 |
| Health | 10,118 |
| Culture and recreation | 16,782 |
| Conservation and development | 3,456 |
| Capital outlay | - |
| Debt Service: | |
| Principal retirement | - |
| Interest | - |
| Bond issuance costs | - |
| Total Expenditures | 620,898 |
| Excess (Deficiency) of Revenues over Expenditures | (64,385) |
| Other Financing Sources (Uses): | |
| General obligation bonds and notes issued | 91,600 |
| Loans receivable activities | - |
| Issuance premium | - |
| Transfers in | 47,019 |
| Transfers out | (92,080) |
| Total Other Financing Sources and Uses | 46,539 |
| Net Change in Fund Balances | (17,846) |
| Fund Balances - Beginning | 90,853 |
| **Fund Balances - Ending** | **$ 73,007** |

*The notes to the financial statements are an integral part of this statement.*

| General Obligation Debt Service | Public Debt Amortization | Capital Projects | Nonmajor Governmental Funds | Total |
|---|---|---|---|---|
| $ 74,201 | $ - | $ 7,206 | $ 4,657 | $ 227,637 |
| 20,187 | 2,720 | - | - | 27,746 |
| - | - | 3,631 | - | 3,631 |
| - | - | - | - | 12,918 |
| 1,067 | - | 7,048 | 54,130 | 333,345 |
| 1,814 | - | - | - | 88,224 |
| - | - | - | - | 5,277 |
| - | - | - | - | 21,532 |
| 4,722 | 4,727 | 1,916 | 9,334 | 33,563 |
| 101,991 | 7,447 | 19,801 | 68,121 | 753,873 |
| | | | | |
| 296 | 4 | - | 3,121 | 224,444 |
| - | - | - | 13,564 | 279,934 |
| - | - | - | 6,047 | 109,196 |
| | - | - | 10,630 | 20,748 |
| - | - | - | 2,076 | 18,858 |
| - | - | - | 28,340 | 31,796 |
| - | - | 114,825 | - | 114,825 |
| | | | | |
| 181,102 | - | - | - | 181,102 |
| 33,637 | - | - | - | 33,637 |
| 147 | - | - | - | 147 |
| 215,182 | 4 | 114,825 | 63,778 | 1,014,687 |
| | | | | |
| (113,191) | 7,443 | (95,024) | 4,343 | (260,814) |
| | | | | |
| - | - | 124,693 | 21,075 | 237,368 |
| - | - | - | (518) | (518) |
| 3,694 | - | - | - | 3,694 |
| 142,003 | 11,192 | 859 | - | 201,073 |
| (18,044) | (28,981) | (686) | (23,230) | (163,021) |
| 127,653 | (17,789) | 124,866 | (2,673) | 278,596 |
| | | | | |
| 14,462 | (10,346) | 29,842 | 1,670 | 17,782 |
| | | | | |
| 56,778 | 70,195 | (67,193) | 34,438 | 185,071 |
| | | | | |
| **$ 71,240** | **$ 59,849** | **$ (37,351)** | **$ 36,108** | **$ 202,853** |

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CITY OF MILWAUKEE

Exhibit A-4

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES**

FOR THE YEAR ENDED DECEMBER 31, 2008

*(Thousands of Dollars)*

| | | |
|---|---|---|
| Net change in fund balances - total governmental funds (Exhibit A-3) | | $ 17,782 |
| Amounts reported for governmental activities in the statement of activities are different because: | | |
| Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay ($60,561) exceeded depreciation expense ($46,556) in the current period less loss on disposals ($473) | | 13,532 |
| Notes and loans receivable to repay long-term bonds and notes | | (1,074) |
| Revenues in the statement of activities that do not provide current financial resources are reported as deferred revenue in the funds. | | |
| Taxes accrued in prior years | $ 1,827 | |
| Special assessments deferred revenue beginning of the year $13,930 less deferred at end of the year $12,922 | (1,008) | |
| | | 819 |
| The issuance of long-term debt (bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net assets. Also, governmental funds report the effect of issuance costs, premiums and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items. | | |
| Debt issued: | | |
| Bonds and notes issued | (237,368) | |
| Issuance premiums | (3,694) | |
| Repayments: | | |
| Principal retirement | 181,102 | |
| Bond issuance costs | 147 | |
| Amortization: | | |
| Issuance costs | (418) | |
| Premiums | 6,587 | |
| Deferred amount on refunding | (1,256) | |
| | | (54,900) |
| Under the modified accrual basis of accounting used in the governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. In addition, interest on long-term debt is not recognized under the modified accrual basis of accounting until due, rather as it accrues. The adjustment combines the net changes of the following balances. | | |
| Compensated absences | (424) | |
| Net other postemployment benefits obligation | (38,828) | |
| Claims and judgments | (3,445) | |
| Accrued interest on bonds and notes | (62) | |
| | | (42,759) |
| Changes in net assets of governmental activities (Exhibit 2) | | **$ (66,600)** |

*The notes to the financial statements are an integral part of this reconciliation.*

CITY OF MILWAUKEE
**STATEMENT OF NET ASSETS**
**ENTERPRISE FUNDS**
DECEMBER 31, 2008
*(Thousands of Dollars)*

Exhibit B-1

| | Water Works | Sewer Maintenance | Parking | Nonmajor Enterprise Funds | Total |
|---|---|---|---|---|---|
| **ASSETS** | | | | | |
| Current Assets: | | | | | |
| Cash and cash equivalents | $ 18,897 | $ - | $ 21,991 | $ - | $ 40,888 |
| Restricted cash and cash equivalents | 655 | 1,548 | - | - | 2,203 |
| Receivables (net): | | | | | |
| Accounts | 13,603 | 12,079 | 4 | 12,876 | 38,562 |
| Unbilled accounts | 9,668 | 2,268 | - | 2,693 | 14,629 |
| Accrued interest | 34 | 4 | - | - | 38 |
| Due from other funds | 4,278 | 537 | - | 534 | 5,349 |
| Due from other governmental agencies | - | - | - | 1,073 | 1,073 |
| Inventory of materials and supplies | 2,331 | - | - | - | 2,331 |
| Prepaid items | 447 | - | - | - | 447 |
| Deferred charges | - | 422 | - | - | 422 |
| Other assets | 286 | - | - | - | 286 |
| Total Current Assets | 50,199 | 16,858 | 21,995 | 17,176 | 106,228 |
| Noncurrent assets: | | | | | |
| Restricted cash and cash equivalents | - | 8,732 | - | - | 8,732 |
| Capital assets: | | | | | |
| Capital assets not being depreciated: | | | | | |
| Land | 1,936 | - | 8,440 | 7,791 | 18,167 |
| Construction in progress | 10,975 | 46,304 | 4,687 | - | 61,966 |
| Capital assets being depreciated: | | | | | |
| Buildings | 21,292 | - | 50,645 | 13,484 | 85,421 |
| Infrastructure | 331,142 | 366,635 | - | 15,556 | 713,333 |
| Improvements other than buildings | - | - | 5,429 | 2,288 | 7,717 |
| Machinery and equipment | 201,582 | 4,320 | 1,645 | 4,719 | 212,266 |
| Nonutility property | 5,509 | - | - | - | 5,509 |
| Accumulated depreciation | (188,676) | (106,720) | (32,260) | (21,125) | (348,781) |
| Net Capital Assets | 383,760 | 310,539 | 38,586 | 22,713 | 755,598 |
| Total Noncurrent Assets | 383,760 | 319,271 | 38,586 | 22,713 | 764,330 |
| Total Assets | 433,959 | 336,129 | 60,581 | 39,889 | 870,558 |

CITY OF MILWAUKEE
**STATEMENT OF NET ASSETS**
**ENTERPRISE FUNDS**
DECEMBER 31, 2008
*(Thousands of Dollars)*

Exhibit B-1 (Continued)

| | Water Works | Sewer Maintenance | Parking | Nonmajor Enterprise Funds | Total |
|---|---|---|---|---|---|
| **LIABILITIES** | | | | | |
| Current Liabilities: | | | | | |
| Accounts payable | $ 3,663 | $ 2,116 | $ 1,309 | $ 9,117 | $ 16,205 |
| Accrued expenses | 1,769 | 676 | 576 | 178 | 3,199 |
| Accrued interest payable | 313 | - | 193 | 52 | 558 |
| Compensated absences | 1,108 | - | - | - | 1,108 |
| Due to other funds | 7,954 | 12,880 | - | 12,310 | 33,144 |
| Deferred revenue | - | - | 51 | - | 51 |
| General obligation debt payable - current | 1,989 | 268 | 1,722 | 508 | 4,487 |
| Revenue bonds payable - current | 915 | - | - | - | 915 |
| Total Current Liabilities | 17,711 | 15,940 | 3,851 | 22,165 | 59,667 |
| Current Liabilities Payable from Restricted Assets: | | | | | |
| Revenue bonds payable | - | 4,740 | - | - | 4,740 |
| Accrued interest payable | - | 469 | - | - | 469 |
| Total Current Liabilities Payable from Restricted Assets | - | 5,209 | - | - | 5,209 |
| Noncurrent Liabilities: | | | | | |
| General obligation debt | 15,455 | 3,666 | 9,071 | 2,750 | 30,942 |
| Revenue bonds payable | 9,400 | 97,523 | - | - | 106,923 |
| Other post employment benefits obligation | 1,581 | 580 | 437 | 97 | 2,695 |
| Total Noncurrent Liabilities | 26,436 | 101,769 | 9,508 | 2,847 | 140,560 |
| Total Liabilities | 44,147 | 122,918 | 13,359 | 25,012 | 205,436 |
| **Net Assets:** | | | | | |
| Invested in capital assets, net of related debt | 356,001 | 203,873 | 27,793 | 19,455 | 607,122 |
| Restricted for Debt Service | 655 | 10,280 | - | | 10,935 |
| Unrestricted | 33,156 | (942) | 19,429 | (4,578) | 47,065 |
| **Total Net Assets** | **$ 389,812** | **$ 213,211** | **$ 47,222** | **$ 14,877** | **$ 665,122** |

*The notes to the financial statements are an integral part of this statement.*

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CITY OF MILWAUKEE

Exhibit B-2

**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET ASSETS**
**ENTERPRISE FUNDS**
FOR THE YEAR ENDED DECEMBER 31, 2008
*(Thousands of Dollars)*

| | Water Works | Sewer Maintenance | Parking | Nonmajor Enterprise Funds | Total |
|---|---|---|---|---|---|
| Operating Revenues: | | | | | |
| Charges for Services: | | | | | |
| Water sales | $ 59,626 | $ - | $ - | $ - | $ 59,626 |
| Statutory sewer user fee | - | - | - | 38,968 | 38,968 |
| Sewer maintenance fee | - | 40,724 | - | - | 40,724 |
| Rent | - | - | 7,842 | 5,017 | 12,859 |
| Fire protection service | 6,384 | - | - | - | 6,384 |
| Parking meters | - | - | 3,803 | - | 3,803 |
| Parking permits | - | - | 3,014 | - | 3,014 |
| Vehicle towing | - | - | 6,725 | - | 6,725 |
| Parking forfeitures | - | - | 22,223 | - | 22,223 |
| Other | 7,527 | - | - | 1,111 | 8,638 |
| Total Operating Revenues | 73,537 | 40,724 | 43,607 | 45,096 | 202,964 |
| Operating Expenses: | | | | | |
| Milwaukee Metropolitan Sewerage District charges | - | - | - | 35,429 | 35,429 |
| Employee services | - | 8,179 | 7,437 | 1,888 | 17,504 |
| Administrative and general | 6,631 | - | - | 42 | 6,673 |
| Depreciation | 13,117 | 4,409 | 2,060 | 1,219 | 20,805 |
| Transmission and distribution | 19,875 | - | - | 3,318 | 23,193 |
| Services, supplies, and materials | - | 8,155 | 15,015 | 1,051 | 24,221 |
| Water treatment | 13,698 | - | - | - | 13,698 |
| Water pumping | 7,271 | - | - | - | 7,271 |
| Billing and collection | 2,789 | - | - | 1,333 | 4,122 |
| Total Operating Expenses | 63,381 | 20,743 | 24,512 | 44,280 | 152,916 |
| Operating Income | 10,156 | 19,981 | 19,095 | 816 | 50,048 |
| Nonoperating Revenues (Expenses): | | | | | |
| Investment income | 670 | 309 | - | - | 979 |
| Interest expense | (1,181) | (3,424) | (550) | (120) | (5,275) |
| Gain (Loss) on disposal of fixed assets | - | - | (16) | - | (16) |
| Other | 194 | (5,000) | 354 | (1) | (4,453) |
| Total Nonoperating Revenues (Expenses) | (317) | (8,115) | (212) | (121) | (8,765) |
| Income before Contributions and Transfers | 9,839 | 11,866 | 18,883 | 695 | 41,283 |
| Capital contributions | 900 | 3,779 | - | 5,524 | 10,203 |
| Transfers in | - | - | - | 667 | 667 |
| Transfers out | (8,696) | (9,310) | (18,695) | (2,018) | (38,719) |
| Change in Net Assets | 2,043 | 6,335 | 188 | 4,868 | 13,434 |
| Total Net Assets - Beginning | 387,769 | 206,876 | 47,034 | 10,009 | 651,688 |
| **Total Net Assets - Ending** | **$ 389,812** | **$ 213,211** | **$ 47,222** | **$ 14,877** | **$ 665,122** |

*The notes to the financial statements are an integral part of this statement.*

CITY OF MILWAUKEE
**STATEMENT OF CASH FLOWS**
**ENTERPRISE FUNDS**
FOR THE YEAR ENDED DECEMBER 31, 2008
*(Thousands of Dollars)*

Exhibit B-3

| | Water Works | Sewer Maintenance | Parking | Nonmajor Enterprise Funds | Total |
|---|---|---|---|---|---|
| CASH FLOWS FROM OPERATING ACTIVITIES: | | | | | |
| Receipts from customers and users | $ 73,075 | $ 39,831 | $ 43,771 | $ 41,644 | $ 198,321 |
| Payments to suppliers | (19,611) | (6,801) | (14,999) | (41,178) | (82,589) |
| Payments to employees | (24,061) | (7,829) | (7,162) | (1,810) | (40,862) |
| Payments from other funds | - | 7,429 | - | 3,348 | 10,777 |
| Payments to other funds | (6,610) | - | - | (391) | (7,001) |
| Net Cash Provided by Operating Activities | 22,793 | 32,630 | 21,610 | 1,613 | 78,646 |
| CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES: | | | | | |
| Miscellaneous nonoperating revenue | 194 | - | - | - | 194 |
| Other nonoperating expenses | - | (5,000) | - | - | (5,000) |
| Transfers from other funds | - | - | - | 667 | 667 |
| Transfers to other funds | (8,696) | (9,310) | (18,695) | (2,018) | (38,719) |
| Net Cash Used for Noncapital Financing Activities | (8,502) | (14,310) | (18,695) | (1,351) | (42,858) |
| CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES: | | | | | |
| Capital contributions | - | 200 | - | 379 | 579 |
| Proceeds from sale of bonds and notes | - | 36,217 | 1,228 | 54 | 37,499 |
| Proceeds from sale of revenue bonds | - | - | - | - | - |
| Acquisition of property, plant, and equipment | (19,708) | (26,326) | (1,218) | (32) | (47,284) |
| Retirement of bonds, notes, and revenue bonds | (3,737) | (23,284) | (2,219) | (483) | (29,723) |
| Interest paid | (1,243) | (4,063) | (554) | (180) | (6,040) |
| Other | - | - | 354 | - | 354 |
| Net Cash Used for Capital and Related Financing Activities | (24,688) | (17,256) | (2,409) | (262) | (44,615) |
| CASH FLOWS FROM INVESTING ACTIVITIES: | | | | | |
| Investment income | 767 | 331 | - | - | 1,098 |
| Net Increase (Decrease) in Cash and Cash Equivalents | (9,630) | 1,395 | 506 | - | (7,729) |
| Cash and Cash Equivalents - Beginning | 29,182 | 8,885 | 21,485 | - | 59,552 |
| **Cash and Cash Equivalents - Ending** | **$ 19,552** | **$ 10,280** | **$ 21,991** | **$ -** | **$ 51,823** |

CITY OF MILWAUKEE
**STATEMENT OF CASH FLOWS**
**ENTERPRISE FUNDS**
FOR THE YEAR ENDED DECEMBER 31, 2008
*(Thousands of Dollars)*

Exhibit B-3 (Continued)

| | Water Works | Sewer Maintenance | Parking | Nonmajor Enterprise Funds | Total |
|---|---|---|---|---|---|
| Cash and Cash Equivalents at Year-End Consist of: | | | | | |
| Unrestricted Cash | $ 18,897 | $ - | $ 21,991 | $ - | $ 40,888 |
| Restricted Cash | 655 | 10,280 | - | - | 10,935 |
| | $ 19,552 | $ 10,280 | $ 21,991 | $ - | $ 51,823 |
| RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY OPERATING ACTIVITIES: | | | | | |
| Operating income | $ 10,156 | $ 19,981 | $ 19,095 | $ 816 | $ 50,048 |
| Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities: | | | | | |
| Depreciation | 13,117 | 4,409 | 2,060 | 1,219 | 20,805 |
| Changes in assets and liabilities: | | | | | |
| Receivables | (901) | (1,642) | 142 | (3,379) | (5,780) |
| Due from other funds | (80) | 748 | - | 583 | 1,251 |
| Due from other governmental agencies | - | - | - | (73) | (73) |
| Inventories | 14 | - | - | - | 14 |
| Prepaid items | (354) | - | - | - | (354) |
| Other assets | (182) | - | - | - | (182) |
| Accounts payable | 625 | 1,354 | 15 | (5) | 1,989 |
| Accrued liabilities | 398 | 351 | 275 | 78 | 1,102 |
| Due to other funds | - | 7,429 | - | 2,374 | 9,803 |
| Deferred revenue | - | - | 23 | - | 23 |
| Net Cash Provided by Operating Activities | $ 22,793 | $ 32,630 | $ 21,610 | $ 1,613 | $ 78,646 |

Non-cash Activities:

During the year, water mains and related property, installed by others were deeded to the Water Works in the amount of $.9 million.

During the year, the Sewer Maintenance Fund removed infrastructure assets costing $109,497 with a net value of $0, and, received donated assets in the amount of $3.779 million.

*The notes to the financial statements are an integral part of this statement.*

CITY OF MILWAUKEE

Exhibit C-1

**STATEMENT OF FIDUCIARY NET ASSETS**
**FIDUCIARY FUNDS**
DECEMBER 31, 2008
*(Thousands of Dollars)*

| | Pension and Other Employee Benefit Trusts | Private-Purpose Trusts | Agency Funds |
|---|---|---|---|
| **ASSETS** | | | |
| Cash and cash equivalents | $ 357 | $ 2,812 | $ 327,148 |
| Investments | - | 3,140 | - |
| Total Assets | 357 | 5,952 | **$ 327,148** |
| **LIABILITIES** | | | |
| Liabilities: | | | |
| Accounts payable | 6 | 2 | 1,312 |
| Due to other governmental agencies | - | - | 325,836 |
| Total Liabilities | 6 | 2 | **$ 327,148** |
| Net Assets | | | |
| Employees' pension benefits and other purposes | **$ 351** | **$ 5,950** | |

*The notes to the financial statements are an integral part of this statement.*

CITY OF MILWAUKEE

Exhibit C-2

**STATEMENT OF CHANGES IN FIDUCIARY NET ASSETS**
**FIDUCIARY FUNDS**
FOR THE YEAR ENDED DECEMBER 31, 2008
*(Thousands of Dollars)*

| | Pension and Other Employee Benefit Trusts | Private-Purpose Trusts |
|---|---|---|
| Additions | | |
| Contributions: | | |
| Plan members | $ 1,366 | $ - |
| Private donations | - | 1,027 |
| Total Contributions | 1,366 | 1,027 |
| Investment earnings: | | |
| Net appreciation in fair value of investments, dividends and interest | - | 323 |
| Total Additions | 1,366 | 1,350 |
| Deductions | | |
| Benefits | 1,288 | - |
| Fees remitted from Trust | - | 598 |
| Other | - | 217 |
| Total Deductions | 1,288 | 815 |
| Change in Net Assets | 78 | 535 |
| Net Assets - Beginning | 273 | 5,415 |
| Net Assets - Ending | **$ 351** | **$ 5,950** |

*The notes to the financial statements are an integral part of this statement.*

CITY OF MILWAUKEE
**COMBINING STATEMENT OF NET ASSETS**
**COMPONENT UNITS**
DECEMBER 31, 2008
*(Thousands of Dollars)*

Exhibit D-1

| | Housing Authority | Redevelopment Authority | Milwaukee Economic Development Corporation | Neighborhood Improvement Development Corporation | Total |
|---|---|---|---|---|---|
| **ASSETS** | | | | | |
| Current Assets: | | | | | |
| Cash and cash equivalents | $ 24,779 | $ 27,286 | $ 3,589 | $ 1,750 | $ 57,404 |
| Investments | 2,959 | 300 | - | 300 | 3,559 |
| Receivables (net): | | | | | |
| Accounts | 1,581 | 261 | 69 | 72 | 1,983 |
| Notes and loans | 32,944 | 18,000 | 39,491 | 485 | 90,920 |
| Accrued interest | 3,306 | 76 | 196 | 111 | 3,689 |
| Due from primary government | - | 118 | - | - | 118 |
| Due from other governmental agencies | 1,594 | 366 | 15,592 | - | 17,552 |
| Inventory of property for resale | - | 3,888 | 1,540 | 2,497 | 7,925 |
| Prepaid items | 852 | 45 | - | - | 897 |
| Deferred charges | 256 | 859 | - | - | 1,115 |
| Other assets | 403 | - | 101 | - | 504 |
| Total Noncapital Assets | 68,674 | 51,199 | 60,578 | 5,215 | 185,666 |
| Capital assets: | | | | | |
| Capital assets not being depreciated: | | | | | |
| Land and land improvements | 40,704 | 13,483 | - | - | 54,187 |
| Construction in progress | 2,301 | - | - | - | 2,301 |
| Capital assets being depreciated: | | | | | |
| Buildings | 387,536 | 92,988 | - | - | 480,524 |
| Infrastructure | - | 789 | - | - | 789 |
| Improvements other than buildings | 731 | 800 | - | - | 1,531 |
| Machinery and equipment | 3,085 | - | 192 | - | 3,277 |
| Accumulated depreciation | (226,625) | (5,764) | (109) | - | (232,498) |
| Total Capital Assets, Net of Depreciation | 207,732 | 102,296 | 83 | - | 310,111 |
| Total Assets | 276,406 | 153,495 | 60,661 | 5,215 | 495,777 |

CITY OF MILWAUKEE
**COMBINING STATEMENT OF NET ASSETS**
**COMPONENT UNITS**
DECEMBER 31, 2008
*(Thousands of Dollars)*

Exhibit D-1 (Continued)

| | Housing Authority | Redevelopment Authority | Milwaukee Economic Development Corporation | Neighborhood Improvement Development Corporation | Total |
|---|---|---|---|---|---|
| **LIABILITIES** | | | | | |
| Current Liabilities: | | | | | |
| Accounts payable | $ 3,424 | $ 2,837 | $ 492 | $ 313 | $ 7,066 |
| Accrued expenses | 3,929 | 2,583 | - | - | 6,512 |
| Due to other governmental agencies | 1,069 | 956 | 150 | - | 2,175 |
| Deferred revenue | 20 | 894 | - | 232 | 1,146 |
| Other liabilities | 2,989 | 2,648 | 969 | 331 | 6,937 |
| Total Current Liabilities | 11,431 | 9,918 | 1,611 | 876 | 23,836 |
| Due to primary government: | | | | | |
| Due within one year | 706 | - | - | 59 | 765 |
| Due in more than one year | - | 16,257 | 1,412 | - | 17,669 |
| Total Due to Primary Government | 706 | 16,257 | 1,412 | 59 | 18,434 |
| Long-term obligations: | | | | | |
| Due within one year | 5,278 | - | - | - | 5,278 |
| Due in more than one year | 43,887 | 86,347 | 4,147 | - | 134,381 |
| Total Noncurrent Liabilities | 49,165 | 86,347 | 4,147 | - | 139,659 |
| Total Liabilities | 61,302 | 112,522 | 7,170 | 935 | 181,929 |
| **NET ASSETS:** | | | | | |
| Invested in capital assets, net of related debt | 161,161 | 25,824 | - | - | 186,985 |
| Restricted | 8,687 | 4,324 | - | 1,185 | 14,196 |
| Temporarily restricted | - | - | 8,184 | - | 8,184 |
| Unrestricted | 45,256 | 10,825 | 45,307 | 3,095 | 104,483 |
| **Total Net Assets** | **$ 215,104** | **$ 40,973** | **$ 53,491** | **$ 4,280** | **$ 313,848** |

*The notes to the financial statements are an integral part of this statement.*

CITY OF MILWAUKEE
**COMBINING STATEMENT OF ACTIVITIES**
**COMPONENT UNITS**
FOR THE YEAR ENDED DECEMBER 31, 2008
*(Thousands of Dollars)*

Exhibit D-2

| | Expenses | Program Revenues: Charges for Services | Program Revenues: Operating Grants and Contributions | Program Revenues: Capital Grants and Contributions |
|---|---|---|---|---|
| **Housing Authority** | | | | |
| Low income housing | $ 85,254 | $ 19,876 | $ 48,509 | $ 11,833 |
| **Redevelopment Authority** | | | | |
| Prevention and elimination of blight | 11,772 | 5,997 | 5,021 | 3,263 |
| **Milwaukee Economic Development Corporation** | | | | |
| Increase employment and expansion of business | 4,830 | 3,505 | 772 | - |
| **Neighborhood Improvement Development Corp.** | | | | |
| Housing improvements | 636 | 459 | 1,296 | - |
| Total Component Units | $102,492 | $ 29,837 | $ 55,598 | $ 15,096 |
| General revenues: | | | | |
| Miscellaneous | | | | |
| Total General Revenues | | | | |
| Change in Net Assets | | | | |
| Net Assets - Beginning | | | | |
| Net Assets - Ending | | | | |

*The notes to the financial statements are an integral part of this statement.*

| | Net (Expense) Revenue and Changes in Net Assets | | | | |
|---|---|---|---|---|---|
| | Housing Authority | Redevelopment Authority | Milwaukee Economic Development Corporation | Neighborhood Improvement Development Corporation | Total |
| | $ (5,036) | $ - | $ - | $ - | $ (5,036) |
| | - | 2,509 | - | - | 2,509 |
| | - | - | (553) | - | (553) |
| | - | - | - | 1,119 | 1,119 |
| | (5,036) | 2,509 | (553) | 1,119 | (1,961) |
| | 6,664 | 615 | 379 | 37 | 7,695 |
| | 6,664 | 615 | 379 | 37 | 7,695 |
| | 1,628 | 3,124 | (174) | 1,156 | 5,734 |
| | 213,476 | 37,849 | 53,665 | 3,124 | 308,114 |
| | **$ 215,104** | **$ 40,973** | **$ 53,491** | **$ 4,280** | **$313,848** |

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# NOTES TO THE FINANCIAL STATEMENTS

## 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying basic financial statements have been prepared in conformity with U.S. generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board (GASB). The following is a summary of the significant accounting policies.

### A. Reporting Entity

The City of Milwaukee (the "City") was incorporated on January 31, 1846, and operates under a Council-Mayor form of government. These financial statements present the City (the primary government) and other organizations, including component units, for which the nature and significance of their relationship with the primary government are such that their exclusion would cause the reporting entity's financial statements to be misleading or incomplete. The component units discussed below are legally separate organizations for which the elected officials of the City are accountable. The City is considered financially accountable if it appoints a voting majority of the organization's governing body and is able to impose its will on the organization, or there is a potential for the organization to provide specific financial benefits to or burdens on the City. The City may be financially accountable if an organization is fiscally dependent on the primary government.

**Discretely Presented Component Units**

The component units columns in the government-wide financial statements includes the financial data of the City's component units. They are reported in a separate column to emphasize that they are legally separate from the City. The City has the following discretely presented component units:

*Housing Authority* - This entity is used to account for the Federal and State grants relating primarily to low-income housing and rental assistance programs. The entire governing board is appointed by the Mayor of the City. The daily operations of the Housing Authority of the City of Milwaukee (HACM) are managed by City employees.

*Redevelopment Authority* - The Redevelopment Authority of the City of Milwaukee (RACM) is responsible for activities related to the prevention and elimination of blighted conditions in the City. The City appoints all members of the Board and approves the budget.

*Milwaukee Economic Development Corporation* - The Milwaukee Economic Development Corporation (MEDC) is a non-profit organization formed to promote economic development within the City. The principal objective of the corporation is to benefit the community by fostering increased employment through expansion of business and industry within the metropolitan Milwaukee area. MEDC's primary source of funds is interest on loans originally granted through the City.

*Neighborhood Improvement Development Corporation* - The Neighborhood Improvement Development Corporation (NIDC) is a nonprofit organization established to promote reinvestment in both housing and commercial structures within the City. NIDC programs encourage private lending institutions and property owners to make improvements to the community's homes and businesses. Corporate officers of NIDC are provided by the City and daily operations are managed by City employees.

Financial statements of the individual component units can be obtained from their respective administrative offices. Addresses of the component units are as follows: HACM, 809 North Broadway, 3rd Floor, Milwaukee, Wisconsin 53202; RACM, 809 North Broadway, 2nd Floor, Milwaukee, Wisconsin 53202; MEDC, 809 North Broadway, 2nd Floor, Milwaukee, Wisconsin 53202; and NIDC, 841 North Broadway, Room 105, Milwaukee, Wisconsin 53202.

The basic financial statements exclude the accounts of the Wisconsin Center District, Milwaukee Public Schools, the Milwaukee Metropolitan Sewerage District, World Festivals Inc. ("Summerfest") and the Employes' Retirement System of the City of Milwaukee, because these entities operate with separate governing boards and do not meet the criteria established by the GASB Statement 14 as component units of the City. The Milwaukee Metropolitan Sewerage District (MMSD) is a special purpose municipal corporation created to provide sewerage treatment services in the Milwaukee metropolitan area. The City is responsible for paying usage charges within its jurisdiction. These amounts, in turn, are billed by the City to its water customers. The City has no equity interest in MMSD. Financial statements for MMSD can be obtained from its administrative office.

**Related Organizations**

*Milwaukee Area Workforce Investment Board*

The Milwaukee Area Workforce Investment Board (MAWIB) was established to provide job training, employment services, and workforce development within Milwaukee County. MAWIB acts as the recipient, dispenser, and administer of funding provided under the Workforce Development Act for Milwaukee County.

The Governor designated the Mayor of the City of Milwaukee as Milwaukee County's chief local elected officer for the Workforce Investment Act of 1998. The directors of the MAWIB are appointed by the Mayor in accordance with the Workforce Investment Act. The City is not legally obligated for any of MAWIB obligations or debt. The City is not entitled to access funds of the Milwaukee Area Workforce Investment Board.

**B. Basis of Presentation**

***Government-wide Statements.*** The government-wide statement of net assets and statement of activities report the overall financial activity of the City, excluding fiduciary activities. Eliminations have been made to minimize the double-counting of internal activities of the City. These statements distinguish between the *governmental* and *business-type* activities of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

The statement of activities presents a comparison between direct expenses and program revenues for the different business-type activities of the City and for each function of the City's governmental activities. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include (a) fines, fees, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

***Fund Financial Statements.*** The fund financial statements provide information about the City's funds, including fiduciary funds. Separate statements for each fund category—governmental, proprietary, and fiduciary are presented. The emphasis on fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Nonoperating revenues, such as subsidies and investment earnings, result from nonexchange transactions or ancillary activities.

The City reports the following major governmental funds:

**General Fund –** The General Fund is used to account for all financial resources, except those required to be accounted for in another fund.

**General Obligation Debt** – This fund accounts for the resources accumulated and payments made for principal and interest on the City's outstanding long-term general obligation debt.

**Public Debt Amortization –** This fund accounts for one-third of all interest on general City investments and interest on Fund investments for the retirement of debt. The Public Debt Amortization Fund is governed by Section 67.101 of the Wisconsin Statutes for the retirement of the public debt. See Note 7 for further discussion.

**Capital Projects Fund –** The Capital Projects Fund is used to account for the financial resources segregated for the acquisition or construction of major capital expenditures other than those financed by proprietary funds.

The City reports the following major enterprise funds:

**Water Works –** All activities necessary to provide water services to residents of the City and outlying areas. Fund activities include administration, billing and collection, operations, maintenance and financing.

**Sewer Maintenance –** This fund accounts for the maintenance of the City's sewer system. Wisconsin State Statutes Section 66.076, permit municipalities to implement sewer fees to recover the costs of operation, maintenance, repair, and depreciation of sewer collection and transportation facilities. Sewer maintenance costs are recovered through a user fee rather than through the property tax.

**Parking –** This fund accounts for revenues derived from parking meters, parking permits, rentals and leasing of parking facilities, and other revenues attributable to parking. The revenues are used to defray administrative and operational costs related to parking operations, and to acquire landscape and construct parking lots and structures.

Additionally, the City reports the following fiduciary fund types:

**Pension and Other Employee Benefit Trusts –** This fund accounts for resources for employee flexible spending plans.

**Private Purpose Trust –** These funds account for resources legally held in trust for use by various individuals, governmental entities, and nonpublic corporations. All resources of these funds, including any earnings on invested resources, may be used to support each trust's initiatives.

**Agency –** These funds account for taxes and deposits collected by the City, acting in the capacity of an agent, for distribution to other governmental units or designated beneficiaries.

**C. Basis of Accounting**

The government-wide, proprietary, and fiduciary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flow takes place. Non-exchange transactions, in which the City receives value without directly giving equal value in return, include property tax revenue, grants, and other contributions. On an accrual basis, revenue from property taxes is recognized in the period for which the levy is intended to finance, which is the year after the taxes are levied. Taxes levied in 2008 that will be collected in 2009 are recorded as receivable and deferred revenue. Deferred revenue arises when assets are recognized before revenue recognition criteria have been satisfied. Revenue from grants and other contributions are recognized in the year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted; matching requirements, in which the City must provide local resources to be used for a specified purpose; and expenditure requirements, in which the resources are provided to the City on a reimbursement basis.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues, excluding property taxes, to be available if they are collected within 90 days of the end of the current year. Property taxes are considered to be available if they are collected within 60 days of the end of the current year. Expenditures generally are recorded when the liability is incurred, as under accrual accounting. However, principal and interest on general long-term debt, claims and judgments, and compensated absences are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

Significant revenue sources, which are susceptible to accrual include property taxes, state shared revenues, grants, contributions, and interest. All other revenue sources including licenses, permits, fines, and forfeits are considered to be measurable and available only when cash is received.

Private-sector standards of accounting and financial reporting issued prior to December 1, 1989 are followed in both the government-wide and proprietary fund financial statements to the extent that those standards do not conflict with or contradict guidance of the GASB. The City also has the option of following subsequent private-sector guidance for their business-type activities and enterprise funds, subject to this same limitation. The City has elected not to follow subsequent private-sector guidance.

**D. Cash and Cash Equivalents**

For purposes of the statements of cash flows, all highly liquid investments (including restricted cash and investments) purchased with a maturity of three months or less are considered to be cash equivalents. The City manages a cash and investment pool to maximize return on funds while providing liquidity to meet day-to-day obligations. Each fund's equity in the City's investment pool is considered to be a cash equivalent, since the funds can deposit or effectively withdraw cash at anytime without prior notice or penalty. The Housing Authority considers amounts on deposit with fiscal agents to be investments and not cash equivalents due to their restrictive nature.

**E. Investments**

Investments, primarily consisting of fixed income securities, are reported at fair value based on quoted market prices. Commercial paper, which is short term, defined as having an original maturity of one year or less, and highly liquid is carried at amortized cost. Investment transactions are recorded on the trade date. Under Wisconsin Statutes, one-third of all interest on pooled cash and investments is allocated to the Public Debt Amortization Fund. The remaining two-thirds is credited to the General Fund. Each fund type's portion of pooled cash and investments is included in the cash and cash equivalents line on the Statement of Net Assets/Balance Sheet.

Wisconsin Statutes permit the City to invest funds not immediately needed in any of the following:

- Time deposits maturing within three years in any credit union, bank, savings bank, trust company, or savings and loan association, which are authorized to transact business in the State of Wisconsin.
- Bonds or securities issued or guaranteed by the Federal government.
- Bonds or securities of any county, city, drainage district, technical college district, village, town, or school district of the State of Wisconsin, as well as bonds issued by a local exposition district, a local professional baseball park district, or the University of Wisconsin Hospitals and Clinics Authority.
- Local Government Investment Pool - Investment Fund of the State of Wisconsin. The Local Government Pooled Investment Fund is an external investment pool administered by the State of Wisconsin. The fair value of the City's investment in the fund is the same as the value of the pooled shares. Although not subject to direct regulatory oversight, the fund is administered in accordance with the provisions of Section 25.50 of the Wisconsin Statutes.
- Repurchase agreements with public depositories, if the agreement is secured by federal bonds or securities.
- Any Security that matures or that may be tendered for purchase at the option of the holder within not more than seven years of the date on which it is acquired, if that security has a rating, which is the highest or second highest rating category assigned by Standard & Poor's Corporation, Moody's Investors Service, Inc., or other similar nationally recognized rating agency or if that security is senior to, or on a parity with, a security of the same issuer which has such a rating.
- Securities of open-end management investment companies or investment trusts (mutual funds) if the portfolio is limited to (a) bonds and securities issued by the federal government or a commission, board, or other instrumentality of the federal government, (b) bonds that are guaranteed as to principal and interest by the federal government or a commission, board, or other instrumentality of the federal government, and (c) repurchase agreements that are fully collateralized by these bonds or securities.

**F. Property Taxes**

Property taxes are recorded as receivables and deferred revenues in the taxing fund in the year levied because the taxes are restricted to funding the succeeding year's budget appropriations. Property tax payments received prior to year-end are also reflected in the taxing fund. Property taxes are recognized in the appropriate funds as revenues in the succeeding year when they are collected and available to finance City services. If not collected at year-end, the delinquent property taxes are reflected as receivables and deferred revenues. Delinquent property taxes and related interest are recognized as revenues when collected.
The allowance for uncollectible property taxes is based on an analysis of the delinquent property taxes and, in management's judgment, represents an amount adequate to provide for potential uncollectible taxes. The allowance is increased by provisions charged against revenues and is reduced by taxes receivable written off.

The City, through its Special Revenue Fund - Delinquent Tax, issues general obligation short-term promissory notes to finance the purchase of the most recent delinquent taxes from its General Fund. Collections on these delinquencies are used for the associated debt service requirements.

**G. Accounts Receivable**

Accounts receivables are presented net of allowances. The amount of the General Fund allowance as of December 31, 2008 is $2,280,000.

**H. Unbilled Services**

Unbilled water and sewer services at year-end are recognized as revenues and receivables in the accompanying financial statements.

**I. Special Assessments**

Special assessments consist of capital projects constructed through non-special assessment debt. In governmental fund financial statements, special assessments are recorded as receivables and deferred revenues when the related capital outlays are made and are recorded as revenues when due and payable. In the government-wide financial statements, special assessments are recorded as receivables and capital contribution revenue when the capital outlays are made. All special assessments are due when billed and may be paid on an installment basis with interest. Special assessment receivables that become delinquent are added to the general tax roll. The method of enforcing collections is the same as for general city taxes with like force and effect.

**J. Notes and Loan Receivables**

The General Fund, the Special Revenue Fund - Community Development Block Grant, and Neighborhood Improvement Development Corporation hold notes and loans receivable from individuals, small businesses, and corporations in the Milwaukee area that are secured by primary or secondary security interests in real estate or other assets. The City periodically analyzes the collectibility of the notes and loans that are not insured and provides allowances as considered necessary. The amount of the allowance in the nonmajor governmental fund is $9,362,000 as of December 31, 2008.

The City creates tax incremental districts (TID) to issue debt to fund redevelopment projects. Pursuant to a cooperation agreement between the City, the Redevelopment Authority of the City of Milwaukee (Authority), and the Milwaukee Economic Development Corporation (Corporation), the City provides the Authority and the Corporation with the funds necessary to carry out the loan to a private developer to finance the redevelopment projects. Loan repayments to the Authority and the Corporation from the private developer, including interest income as well as other project income, are transferred to the City until the City's loan has been repaid or the TID expires. The City reflects these loans as notes receivable and deferred revenue in governmental fund financial statements based on an amount estimated to be repaid from the Authority and the Corporation.

**K. Inventories**

Inventories of materials and supplies are stated at moving average cost, based upon perpetual recordkeeping systems and periodic cycle counts of quantities on hand. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased. Inventories in governmental funds are reserved for in fund balance, because inventories are not expendable available financial resources.

**L. Prepaid Items**

Cash payments benefiting future periods have been recorded as prepaid items. They will be reflected as expenditures or expenses when incurred in the subsequent year. Prepaid items in governmental funds are reserved for in fund balance, because prepaids are not expendable available financial resources.

**M. Capital Assets**

Capital assets, which includes property, plant, and equipment, and infrastructure, are reported at cost or estimated historical cost. Contributed assets are reported at estimated fair value at the time received. General infrastructure assets, such as roads, bridges, curbs, gutters, streets, sidewalks, and drainage and lighting systems, acquired prior to January 1, 2002 are reported at estimated historical cost using deflated replacement cost. Capital assets are depreciated using the straight-line method. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset's lives are not capitalized.

Major capital outlays for capital assets of business-type activities are included as part of the capitalized value of the assets constructed. Interest expenses incurred during construction were not capitalized as part of the additions to capital assets.

Capitalization thresholds and the estimated useful lives for the City and component units are as follows:

| Capital Asset Category | Capitalization Threshold | Estimated Useful Life |
|---|---|---|
| Infrastructure | $ 5,000 | 5-50 years |
| Land | 5,000 | N/A |
| Land Improvements | 5,000 | N/A |
| Site Improvements | 5,000 | 3-50 |
| Buildings | 5,000 | 10-60 |
| Building Improvements | 5,000 | 10-45 |
| Machinery and equipment | 5,000 | 3-25 |
| Works of Art, Historical Treasures | 5,000 | N/A |

**N. Pension Contributions**

The employer's share of the annual contribution is recorded in the proprietary funds and government-wide financial statements as an expense when the liability is incurred and in the governmental funds as an expenditure when the liability is liquidated with expendable available financial resources.

**O. Compensated Absences**

The liability for compensated absences reported in the government-wide, proprietary, and fiduciary fund financial statements consists of unpaid, accumulated vacation, and sick leave balances. The liability has been calculated using the vesting method, in which leave amounts for both employees who currently are eligible to receive termination payments and other employees who are expected to become eligible in the future to receive such payments upon termination are included. The liability has been calculated based on the employees' current salary level and include salary related costs (e.g. social security and Medicare tax). A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

City employees accrue sick leave in accordance with labor agreements or Section 350-37 of the Code of Ordinances.

**P. Claims and Judgments**

The liability for claims and judgments is reported in the government-wide, proprietary, and fiduciary fund financial statements when they are both probable and estimable. A liability for claims and judgments is reported in governmental funds only if they have matured (i.e. are due). The City accrues environmental remediation obligations when related liabilities are probable and reasonably estimable. These accruals generally are recognized no later than completion of a remedial feasibility study and are adjusted as further information develops or circumstances change. Costs of future expenditures for environmental remediation obligations are not discounted to their present value.

**Q. Bond Premiums, Discounts, and Issuance Costs**

In the government-wide and proprietary fund financial statements, bond premiums and discounts, as well as issuance costs are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as deferred charges and amortized over the term of the related debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums on debt issuance are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures. The City records bond premiums for governmental fund types in the General Obligation Debt Service Fund.

**R. Advance Refundings of Debt**

In the government-wide and proprietary fund financial statements, gains and losses from advance refundings of debt resulting in defeasance are deferred and amortized as a component of interest expense over the shorter of the remaining life of the old debt or the life of the new debt using the effective interest method. Bonds payable are reported net of the applicable deferred amount.

**S. Fund Balances**

In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for specific purposes.

**T. Net Assets**

In the government-wide and proprietary fund financial statements, equity is displayed in three components as follows:

**Invested in Capital Assets, Net of Related Debt –** This consists of capital assets, net of accumulated depreciation, less the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

**Restricted –** This consists of net assets that are legally restricted by outside parties or by law through constitutional provisions or enabling legislation. When both restricted and unrestricted resources are available for use, generally it is the City's policy to use restricted resources first, then unrestricted resources when they are needed.

**Unrestricted –** This consists of net assets that do not meet the definition of "restricted" or "invested in capital assets, net of related debt."

**U. Interfund Transactions**

The City has the following types of interfund transactions:

***Loans* –** amounts provided with a requirement for repayment. Interfund loans are reported as interfund receivables (i.e. due from other funds) in lender funds and interfund payables (i.e. due to other funds) in borrower funds. The noncurrent portions of long-term interfund loans receivable are reported as advances.

***Services provided and used*** **–** sales and purchases of goods and services between funds for a price approximating their external exchange value. Interfund services provided and used are reported as revenues in seller funds and expenditures or expenses in purchaser funds. Unpaid amounts are reported as interfund receivables and payables in the fund balance sheets or fund statements of net assets.

***Reimbursements*** **–** repayments from the funds responsible for particular expenditures or expenses to the funds that initially paid for them. Reimbursement is reported as expenditures in the reimbursing fund and as a reduction of expenditures in the reimbursed fund.

***Transfers*** **–** flows of assets (such as cash or goods) without equivalent flows of assets in return, including payments in lieu of taxes, and without a requirement for repayment. In governmental funds, transfers are reported as other financing uses in the funds making transfers and as other financing sources in the funds receiving transfers. In proprietary funds, transfers are reported after nonoperating revenues and expenses.

**V. Use of Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**W. New Accounting Pronouncements**

In 2008, the City implemented GASB Statement No. 49, *Accounting and Financial Reporting for Pollution Remediation Obligations.* This Statement addresses accounting and financial reporting standards for pollution (including contamination) remediation obligations, which are obligations to address the current or potential detrimental effects of existing pollution by participating in pollution remediation activities such as site assessments and cleanups. As a result of implementing this standard, the City recorded a liability for Pollution remediation obligations of $2,413,000 as of January 1, 2008. This resulted in a reduction of beginning net assets for governmental activities from $376,168,000 to $373,755,000.

In June, 2007, the GASB issued Statement No. 51, *Accounting and Financial Reporting for Intangible Assets*. This Statement requires that all intangible assets not specifically excluded by its scope provisions be classified as capital assets. The City will implement this Statement beginning with the year ending December 31, 2010; however, the City does not expect the implementation of the Statement to have a significant impact on its financial statements.

In June, 2008, the GASB issued Statement No. 53, *Accounting and Financial Reporting for Derivative Instruments*. This Statement addresses the recognition, measurement, and disclosure of information regarding derivative instruments entered into by state and local governments. The City will implement this Statement beginning with the year ending December 31, 2010; however, the City does not expect the implementation of the Statement to have a significant impact on its financial statements.

In February, 2009, the GASB issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This Statement establishes fund balance classifications that comprise a hierarchy primarily based on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. This Statement provides guidance for classifying stabilization amounts on the face of the balance sheet and requires disclosure of certain information about stabilization arrangements in the notes to the financial statements. This Statement also clarifies the definitions of the general fund, special revenue fund type, capital projects fund type, debt service fund type, and permanent fund type. The City will implement this Statement beginning with the year ending December 31, 2011.

**X. Reclassifications**

Certain 2007 amounts have been reclassified to conform to the 2008 presentation.

## 2. DEPOSITS AND INVESTMENTS

### A. Primary Government

The description of the City's deposit and investment policy is discussed in Note 1 D and E.

As of December 31, 2008, the City's deposits and investments are as follows:

| | | Investment Maturities (in Years) *(Thousands of Dollars)* | | | |
|---|---|---|---|---|---|
| | **Fair Value** | **Less than 1** | **1-5** | **6-10** | **Credit Rating** |
| **Governmental and Business-type activities:** | | | | | |
| *Investment type* | | | | | |
| Pooled Deposits and Investments | $ 189,731 | 189,731 | - | $ - | see below |
| Segregated Deposits and Investments | | | | | |
| Interest Checking | 15,878 | 15,878 | - | - | not rated |
| Wisconsin Local Government | | | | | |
| Investment Pool | 81,699 | 81,699 | - | - | not rated |
| U.S. Treasury strips | 5,952 | 3,232 | 2,194 | 526 | AAA |
| Treasuries (Fiscal Agent) | 8,732 | 8,732 | - | - | AAA |
| | $ 301,992 | $ 299,272 | $ 2,194 | $ 526 | |
| **Fiduciary activities:** | | | | | |
| *Investment type* | | | | | |
| Investments in the Pool | $ 329,896 | 329,896 | $ - | $ - | see below |
| Other Deposits | 300 | 300 | - | - | not rated |
| Segregated Deposits and Investments | | | | | |
| Wisconsin Local Government | | | | | |
| Investment Pool | 121 | 121 | - | - | not rated |
| U.S. Treasury strips | 3,140 | 424 | 1,617 | 1,099 | AAA |
| | $ 333,457 | $ 330,741 | $ 1,617 | $ 1,099 | |

**Pooled Deposits and Investments**

The City maintains a cash and investment pool (Pool) that is available for use by all the funds, except for Debt Service Funds, Water Works Enterprise Fund, and component entities. Each fund's share of pooled cash and investments is included in the cash and cash equivalents line on the Statement of Net Assets/Balance Sheet.

As of December 31, 2008, the City had the following investments and maturities in the Pool**:**

| | | Investment Maturities (in Years) *(Thousands of Dollars)* | | | |
|---|---|---|---|---|---|
| | **Fair Value** | **Less than 1** | **1-5** | **6-10** | **Credit Rating** |
| **Pooled Deposits and Investments** | | | | | |
| Bank Demand Deposits | $ 65,657 | $ 65,657 | $ - | $ - | not rated |
| Other Deposits | 888 | 888 | - | - | not rated |
| Deposits and Investments | | | | | |
| Interest Checking | 399,867 | 399,867 | - | - | not rated |
| Wisconsin Local Government Investment Pool | 42,658 | 42,658 | - | - | not rated |
| Government Money Market | 108 | 108 | - | - | AAA |
| Certificates of Deposits | 17,500 | 17,500 | - | - | not rated |
| | $ 526,678 | $ 526,678 | $ - | $ - | |

**Custodial Credit Risk – Deposits**

Custodial credit risk for deposits is the risk that in the event of a financial institution failure, the City's deposits may not be returned. Per Common Council the City Treasurer shall require collateralization of certificates of time deposit (including interest checking) at financial institutions when the total amount of such certificates of deposit with any institution exceeds the combined insured limit of $650,000. As of December 31, 2008, the City's bank balances of $456,000 were subject to custodial credit risk as they were neither insured nor collateralized.

**Interest Rate Risk**

Interest rate risk is the risk that the fair value of the City's investments will decrease as a result of an increase in interest rates. The City's investment policy does not explicitly limit investment maturities. However, the City manages its exposure to interest risk based on the anticipated cash flow needs of the City and limiting the amount of pooled investments to $60,000,000 with maturities greater than one year.

**Credit risk**

Credit risk is the risk that the City will not recover its investments due to the ability of the counterparty to fulfill its obligations. Wisconsin Statutes expressly limit the City to invest in certain allowable investments as listed in Note 1. E. The City's investment policy generally does not further limit its investment choices.

**B. Component Units**

**Deposits and Investments**

Deposits in each local and area bank are insured by the FDIC in the amount of $100,000 for interest bearing accounts and $100,000 for noninterest bearing accounts. An additional $400,000 is covered by the State Deposit Guarantee Fund.

**Interest Rate Risk**

Interest rate risk is the risk that the fair value of the Component Unit investments are exposed to losses as a result of increases in interest rates.

**Credit Risk**

Credit risk is the risk that an issuer or other counter party to an investment will not fulfill its obligation.

The component units have the following investments on December 31, 2008:

| | Investment Maturities (in Years) *(Thousands of Dollars)* | | | | | |
|---|---|---|---|---|---|---|
| | **Fair value** | **Less than 1** | **1-2** | **10-15** | **15 and greater** | **Credit Rating** |
| **Component Units:** | | | | | | |
| Local Government Investment Pool | $ 26,774 | $ 26,774 | - | - | - | not rated |
| U.S. Treasury Money Market Fund | 8,966 | 8,966 | - | - | - | Aaa |
| U.S. Agencies | | | | | | |
| Government National Mortgage Association | 876 | - | - | 876 | - | Aaa |
| Certificates of Deposit | 300 | 300 | - | - | - | N/A |
| | $ 36,916 | $ 36,040 | $ - | $ 876 | $ - | |

**Custodial Credit Risk**

Custodial credit risk is the risk that in the event of a financial institution failure, the Component Units deposits may not be returned.

As of December 31, 2008 Component Units bank balances exposed to Custodial Credit Risk are as follows:

| | **Bank Balance** | **Uninsured and Uncollateralized** |
|---|---|---|
| Housing Authority | $ 10,202,248 | $ 2,363,807 |
| Redevelopment Authority | 7,355,849 | 6,253,091 |
| Milwaukee Economic Development Corporation | 3,150,405 | 1,748,566 |
| Neighborhood Improvement Development Corporation | 2,093,365 | 849,165 |

For an investment, custodial credit risk is the risk that in the event of the failure of the counterparty the component unit will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party.

As of December 31, 2008, the Housing Authority had investments of $876,000 exposed to custodial credit risk as neither insured nor registered and held by the counterparty. The Redevelopment Authority had $8,966,000 of investments exposed to custodial credit risk as uninsured and uncollaterialized as of December 31, 2008.

## 3. PROPERTY TAXES

The City's property taxes are levied on or before December 31, on the assessed (taxable) value as of the prior January 1, for all general property located in the City. Taxes become a lien against the property upon filing the roll in the Office of the City Clerk. This generally takes place in December. The taxes are due January 31, but may be paid in ten monthly installments without interest from January through October. Foreclosure can be commenced after one year from date of delinquency.

The City purchases property taxes receivable from other taxing authorities at the unpaid amounts to facilitate the collection of the taxes. The purchases are a financing arrangement and are not included in property tax revenues. Also, delinquent water and sewer charges and special assessment receivables are transferred to the General Fund at the unpaid amounts.

At December 31, 2008, delinquent property taxes include delinquent sewer and water charges and special assessments by year levied, tax deeded property, and allowance for uncollectible taxes. These delinquent property taxes are reported as part of taxes receivable in the General Fund and Special Revenue Fund - Delinquent Tax and consist of the following:

| | City Levy | Purchased Taxes Receivable | Total |
|---|---|---|---|
| | *(Thousands of Dollars)* | | |
| 2003 and prior | $ 960 | $ 1,391 | $ 2,351 |
| 2004 | 497 | 723 | 1,220 |
| 2005 | 656 | 984 | 1,640 |
| 2006 | 2,278 | 3,516 | 5,794 |
| 2007 | 9,484 | 15,187 | 24,671 |
| Total delinquent property taxes receivable | $ 13,875 | $ 21,801 | 35,676 |
| Property taxes receivable on foreclosed property | | | 14,864 |
| Less: Allowance for uncollectible taxes | | | (16,434) |
| Net delinquent property taxes receivable, including tax deeded property | | | $ 34,106 |

## 4. CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2008 was as follows:

| **Governmental activities** | **Balance 01-01-08** | **Additions** | **Deletions** | **Balance 12-31-08** |
|---|---|---|---|---|
| | | *(Thousands of Dollars)* | | |
| *Capital assets not being depreciated:* | | | | |
| Land | $ 163,769 | $ 408 | $ 380 | $ 163,797 |
| Construction in progress | 106,357 | 29,592 | 12,181 | 123,768 |
| Total capital assets not being depreciated | 270,126 | 30,000 | 12,561 | 287,565 |
| *Capital assets being depreciated:* | | | | |
| Buildings | 194,137 | 1,730 | 1,085 | 194,782 |
| Infrastructure | 1,337,345 | 19,852 | 1,548 | 1,355,649 |
| Improvements other than buildings | 11,198 | 664 | 289 | 11,573 |
| Machinery and equipment | 145,659 | 20,496 | 3,582 | 162,573 |
| Total capital assets being depreciated | 1,688,339 | 42,742 | 6,504 | 1,724,577 |
| Less accumulated depreciation for: | | | | |
| Buildings | 71,381 | 4,487 | 1,084 | 74,784 |
| Infrastructure | 855,033 | 30,394 | 1,549 | 883,878 |
| Improvements other than buildings | 7,427 | 323 | 281 | 7,469 |
| Machinery and equipment | 82,681 | 11,352 | 3,497 | 90,536 |
| Total accumulated depreciation | 1,016,522 | 46,556 | 6,411 | 1,056,667 |
| Total capital assets being depreciated, net | 671,817 | (3,814) | 93 | 667,910 |
| **Government activity capital assets, net** | $ 941,943 | $ 26,186 | $ 12,654 | $ 955,475 |

| Depreciation expense for governmental activities was charged to functions as follows: | |
|---|---|
| General government | $ 344 |
| Public safety | 7,125 |
| Public works | 38,377 |
| Health | 172 |
| Culture and recreation | 538 |
| Total | $ 46,556 |

| Business-type activities | Balance 01-01-08 | Additions | Deletions | Balance 12-31-08 |
|---|---|---|---|---|
| | | *(Thousands of Dollars)* | | |
| ***Water Works*** | | | | |
| *Capital assets not being depreciated:* | | | | |
| Land | $ 1,568 | $ 368 | $ - | $ 1,936 |
| Construction in progress | 12,249 | 17,122 | 18,396 | 10,975 |
| Total capital assets not being depreciated | 13,817 | 17,490 | 18,396 | 12,911 |
| *Capital assets being depreciated:* | | | | |
| Buildings | 21,292 | | | 21,292 |
| Infrastructure | 318,139 | 14,261 | 1,258 | 331,142 |
| Machinery and equipment | 201,182 | 4,135 | 3,735 | 201,582 |
| Nonutility property | 5,317 | 2,524 | 2,332 | 5,509 |
| Total capital assets being depreciated | 545,930 | 20,920 | 7,325 | 559,525 |
| Less accumulated depreciation for: | | | | |
| Buildings | 13,988 | 675 | | 14,663 |
| Infrastructure | 75,947 | 3,644 | 1,267 | 78,324 |
| Machinery and equipment | 89,788 | 8,798 | 3,680 | 94,906 |
| Nonutility property | 2,926 | 193 | 2,336 | 783 |
| Total accumulated depreciation | 182,649 | 13,310 | 7,283 | 188,676 |
| Total capital assets being depreciated, net | 363,281 | 7,610 | 42 | 370,849 |
| Water Works capital assets, net | 377,098 | 25,100 | 18,438 | 383,760 |
| ***Sewer Maintenance*** | | | | |
| *Capital assets not being depreciated:* | | | | |
| Construction in progress | 36,800 | 23,292 | 13,788 | 46,304 |
| Total capital assets not being depreciated | 36,800 | 23,292 | 13,788 | 46,304 |
| *Capital assets being depreciated:* | | | | |
| Infrastructure | 346,382 | 20,363 | 110 | 366,635 |
| Machinery and equipment | 4,282 | 38 | - | 4,320 |
| Total capital assets being depreciated | 350,664 | 20,401 | 110 | 370,955 |
| Less accumulated depreciation for: | | | | |
| Infrastructure | 100,802 | 4,073 | 110 | 104,765 |
| Machinery and equipment | 1,619 | 336 | - | 1,955 |
| Total accumulated depreciation | 102,421 | 4,409 | 110 | 106,720 |
| Total capital assets being depreciated, net | 248,243 | 15,992 | - | 264,235 |
| Sewer Maintenance capital assets, net | 285,043 | 39,284 | 13,788 | 310,539 |

| | Balance 01-01-08 | Additions | Deletions | Balance 12-31-08 |
|---|---|---|---|---|
| | | *(Thousands of Dollars)* | | |
| ***Parking*** | | | | |
| *Capital assets not being depreciated:* | | | | |
| Land | $ 8,440 | $ - | $ - | $ 8,440 |
| Construction in progress | 3,650 | 1,037 | - | 4,687 |
| Total capital assets not being depreciated | 12,090 | 1,037 | - | 13,127 |
| *Capital assets being depreciated:* | | | | |
| Buildings | 50,645 | - | - | 50,645 |
| Improvements other than buildings | 5,429 | - | - | 5,429 |
| Machinery and equipment | 1,496 | 182 | 33 | 1,645 |
| Total capital assets being depreciated | 57,570 | 182 | 33 | 57,719 |
| Less accumulated depreciation for: | | | | |
| Buildings | 26,234 | 1,769 | - | 28,003 |
| Improvements other than buildings | 3,252 | 142 | - | 3,394 |
| Machinery and equipment | 731 | 149 | 17 | 863 |
| Total accumulated depreciation | 30,217 | 2,060 | 17 | 32,260 |
| Total capital assets being depreciated, net | 27,353 | (1,878) | 16 | 25,459 |
| Parking capital assets, net | 39,443 | (841) | 16 | 38,586 |
| ***Other business-type activities:*** | | | | |
| *Capital assets not being depreciated:* | | | | |
| Land | 4,853 | 2,938 | - | 7,791 |
| Construction in progress | - | - | - | - |
| Total capital assets not being depreciated | 4,853 | 2,938 | - | 7,791 |
| *Capital assets being depreciated:* | | | | |
| Buildings | 13,063 | 421 | - | 13,484 |
| Infrastructure–port | 19,609 | 1,603 | 5,656 | 15,556 |
| Improvements other than buildings | 3,516 | 142 | 1,370 | 2,288 |
| Machinery and equipment | 4,831 | 30 | 142 | 4,719 |
| Total capital assets being depreciated | 41,019 | 2,196 | 7,168 | 36,047 |
| Less accumulated depreciation for: | | | | |
| Buildings | 6,385 | 411 | - | 6,796 |
| Infrastructure–port | 14,281 | 500 | 6,045 | 8,736 |
| Improvements other than buildings | 1,509 | 133 | 26 | 1,616 |
| Machinery and equipment | 3,941 | 175 | 139 | 3,977 |
| Total accumulated depreciation | 26,116 | 1,219 | 6,210 | 21,125 |
| Total capital assets being depreciated, net | 14,903 | 977 | 958 | 14,922 |
| Other business-type activities, net | 19,756 | 3,915 | 958 | 22,713 |
| **Business-type activity capital assets, net** | $ 721,340 | $ 67,458 | $ 33,200 | $ 755,598 |

| | Balance 01-01-08 | Additions | Deletions | Balance 12-31-08 |
|---|---|---|---|---|
| | | *(Thousands of Dollars)* | | |
| **Component Units** | | | | |
| *Capital assets not being depreciated:* | | | | |
| Land | $ 57,966 | $ 5,486 | $ 9,265 | $ 54,187 |
| Construction in Progress | 49,206 | 5,561 | 52,466 | 2,301 |
| Total capital assets not being depreciated | 107,172 | 11,047 | 61,731 | 56,488 |
| *Capital assets being depreciated:* | | | | |
| Buildings | 425,639 | 55,366 | 481 | 480,524 |
| Infrastructure | - | 789 | - | 789 |
| Improvements other than buildings | 599 | 932 | - | 1,531 |
| Machinery and equipment | 4,241 | 390 | 1,354 | 3,277 |
| Total capital assets being depreciated | 430,479 | 57,477 | 1,835 | 486,121 |
| Less accumulated depreciation for: | | | | |
| Buildings | 217,666 | 12,908 | 1,000 | 229,574 |
| Infrastructure | - | 13 | - | 13 |
| Improvements other than buildings | 128 | 79 | - | 207 |
| Machinery and equipment | 3,728 | 276 | 1,300 | 2,704 |
| Total accumulated depreciation | 221,522 | 13,276 | 2,300 | 232,498 |
| Total capital assets being depreciated, net | 208,957 | 44,201 | (465) | 253,623 |
| **Component units capital assets, net** | $ 316,129 | $ 55,248 | $ 61,266 | $ 310,111 |

## 5. DEFERRED REVENUE

Deferred revenue is recorded in the governmental funds for amounts not yet available and for resources received prior to being earned by the City. Related revenue is recognized when these amounts become available or when earned. The composition of the deferred revenue balances in the governmental funds as of December 31, 2008 is as follows:

| | General | General Obligation Debt Service | Capital Projects | Nonmajor Governmental Funds | Total |
|---|---|---|---|---|---|
| | | | *(Thousands of Dollars)* | | |
| Current property taxes | $ 164,784 | $ 94,485 | $ 6,506 | $ - | $ 265,775 |
| Delinquent property taxes | 7,469 | - | - | 2,002 | 9,471 |
| Unearned revenue | 1,850 | - | 3,744 | 7,509 | 13,103 |
| Long-term receivables | - | 30,744 | - | 3 | 30,747 |
| Unbilled special assessments | - | - | 12,922 | - | 12,922 |
| Total | $ 174,103 | $ 125,229 | $ 23,172 | $ 9,514 | $ 332,018 |

## 6. SHORT-TERM DEBT

During 2008, the City issued and repaid $90,000,000 of General Obligation Cash Flow Promissory Notes, Series 2008 R5 (G.O. CFNs). The G.O. CFNs were issued for the purpose of financing the City's operating budget on an interim basis pending receipt of State of Wisconsin shared revenue payments due in November, 2008.

As of December 31, 2007, the City had outstanding $188,000,000 of short-term Revenue Anticipation Notes (RANs) on behalf of Milwaukee Public Schools. In 2008, the City repaid the outstanding balance and issued $210,000,000 short-term RANs for the same purpose. The new notes bear interest at the rate of 3% and will mature on September 3, 2009. The liability and related receivable to repay the revenue anticipation notes are recorded in the Debt Service Fund.

## 7. LONG-TERM OBLIGATIONS

### A. Changes in Long-Term Obligations

Changes in long-term obligations for the year ended December 31, 2008 were as follows:

| | Balance 01-01-08 | Additions | Deductions | Balance 12-31-08 | Amounts Due within One Year |
|---|---|---|---|---|---|
| | | *(Thousands of Dollars)* | | | |
| **Governmental activities:** | | | | | |
| General obligation bonds and notes | | | | | |
| City | $ 575,900 | $ 231,968 | $ 169,971 | $ 637,897 | $ 75,852 |
| Milwaukee Public Schools | 93,504 | 5,400 | 11,131 | 87,773 | 10,376 |
| Deferred amount on refundings | (6,453) | - | (1,256) | (5,197) | - |
| Unamortized premiums | 25,775 | 3,694 | 6,587 | 22,882 | - |
| Compensated absences | 30,784 | 424 | - | 31,208 | 2,434 |
| Net other postemployment benefits obligation | 36,877 | 69,801 | 30,973 | 75,705 | - |
| Claims and judgments | 25,021 | 11,245 | 7,800 | 28,466 | 5,755 |
| Total governmental activities | $ 781,408 | $ 322,532 | $ 225,206 | $ 878,734 | $ 94,417 |
| **Business-type activities** | | | | | |
| ***Water Works*** | | | | | |
| General obligation bonds and notes | $ 19,896 | $ - | $ 2,846 | $ 17,050 | $ 1,989 |
| Deferred amount on refundings | (519) | - | (162) | (357) | - |
| Unamortized premiums | 942 | - | 191 | 751 | - |
| Revenue bonds | 11,206 | - | 891 | 10,315 | 915 |
| Compensated absences | 1,025 | 83 | - | 1,108 | 1,108 |
| Net other postemployment benefits obligation | 790 | 1,903 | 1,112 | 1,581 | - |
| Total Water Works | 33,340 | 1,986 | 4,878 | 30,448 | 4,012 |
| ***Sewer Maintenance*** | | | | | |
| General obligation bonds and notes | 23,635 | 369 | 20,070 | 3,934 | 268 |
| State Loans | 14,369 | 35,848 | 564 | 49,653 | 2,000 |
| Revenue bonds | 53,505 | - | 2,650 | 50,855 | 2,740 |
| Unamortized premiums | 1,987 | - | 232 | 1,755 | - |
| Net other postemployment benefits obligation | 274 | 735 | 429 | 580 | - |
| Total Sewer Maintenance | 93,770 | 36,952 | 23,945 | 106,777 | 5,008 |
| ***Parking*** | | | | | |
| General obligation bonds and notes | 11,733 | 1,228 | 2,218 | 10,743 | 1,722 |
| Deferred amount on refundings | (193) | - | (40) | (153) | - |
| Unamortized premiums | 257 | - | 54 | 203 | - |
| Net other postemployment benefits obligation | 214 | 536 | 313 | 437 | - |
| Total Parking | 12,011 | 1,764 | 2,545 | 11,230 | 1,722 |
| ***Other Enterprise Funds*** | | | | | |
| General obligation bonds and notes | 3,672 | 54 | 483 | 3,243 | 508 |
| Deferred amount on refundings | (45) | - | (9) | (36) | - |
| Unamortized premiums | 63 | | 12 | 51 | - |
| Net other postemployment benefits obligation | 45 | 125 | 73 | 97 | - |
| Total Other Enterprise | 3,735 | 179 | 559 | 3,355 | 508 |
| Total business-type activities | $ 142,856 | $ 40,881 | $ 31,927 | $ 151,810 | $ 11,250 |

| | Balance 01-01-08 | New Issues | Repayments | Balance 12-31-08 | Amounts Due within One Year |
|---|---|---|---|---|---|
| | | *(Thousands of Dollars)* | | | |
| **Component Units** | | | | | |
| Revenue bonds | $ 111,137 | $ - | $ 13,938 | $ 97,199 | $ 495 |
| Unamortized discounts | (110) | - | (6) | (104) | - |
| Notes payable | 25,742 | 15,077 | 100 | 40,719 | 4,527 |
| Advance from other organizations | - | - | - | - | - |
| Compensated Absences | 765 | 89 | - | 854 | 256 |
| Net other postemployment benefits | 500 | 491 | - | 991 | - |
| Total component units | $ 138,034 | $ 15,657 | $ 14,032 | $ 139,659 | $ 5,278 |

**B. General Obligation Bonds**

The City issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities for the City and for Milwaukee Public Schools. General obligation bonds have been issued for both governmental and business-type activities. General obligation bonds are secured by the full faith and unlimited taxing power of the City. The debt for governmental activities will be retired by future property tax levies and other resources accumulated in the Debt Service Funds. The debt for business-type activities (i.e. Water Works, Sewer Maintenance, Parking, and Port of Milwaukee Enterprise Funds) will be retired by revenues from those operations or, if the revenues are not sufficient, by future tax levies. During the year ended December 31, 2008, general obligation bonds totaling $6,497,505 were issued to finance capital improvements.

Use of Public Debt Amortization Fund for retirement of the public debt is governed by the Wisconsin Statutes. The Statutes provide that when total principal and accrued interest in the Public Debt Amortization Fund is substantially equal to the outstanding general obligation bonds and notes, the resources in the fund shall be applied to make annual interest and principal payments on that debt to maturity. The Statutes provide, in part, that "The Public Debt Commission may, however, at any time, apply the fund, not to exceed in any one year 40% of the balance in said fund on the preceding December 31, to acquire for cancellation general obligation bonds or notes prior to their maturity dates at prices not to exceed principal plus accrued interest to date of maturity, but the fund shall not be decreased below $2,000,000 as a result of such purchases and cancellations." Principal sources of revenue are one-third of all interest on general City investments and interest on Fund investments. As authorized by the Statutes, the Public Debt Amortization Fund may purchase for investment or for cancellation, notes issued by the General Fund to fund operations.

Through 2008, $153,109,402 has been borrowed and outstanding for forty-seven tax incremental districts (TID). Total debt service requirements associated with these debt issues amounts to $198,299,783. Tax increments received through 2008 total $197,725,798. In any year in which TID debt service requirements for the ensuing year are greater than total tax increments received, the shortfall is funded by the property tax levy.

Under the Wisconsin Statutes, the City is required, if requested by the Board of Milwaukee Public Schools, and if approved by referendum, to issue general obligation bonds to finance purchases of school sites and to construct or remodel school buildings. No such bonds are currently outstanding. The $87,773,000 of Milwaukee Public School long-term debt outstanding at December 31, 2008 consists of a portion of the City's general obligation bonds and notes that has been designated for school purposes. Under the Wisconsin Statutes, the City has title to the land and buildings of the Milwaukee Public Schools. However, the City does not control the use of the assets or receive the proceeds upon disposition of the assets. At June 30, 2008, the historical costs of the land and buildings as reported by Milwaukee Public Schools was approximately $975,825,000. These assets are excluded from the financial statements of the City.

**C. Revenue Bonds**

The City issues revenue bonds to provide funds for water and sewer improvements. As such, they are not backed by the general credit or taxing powers of the City. During 2008, the City received loans from the State for the Clean Water Fund Program permitted under State Statutes to provide financial assistance for specific Sewer Maintenance Enterprise Fund projects for a total of $35,848,000. The loans will be repaid from revenues of the Sewer Maintenance Enterprise Fund.

**D. Notes Payable**

The City issues installment notes to provide funds for various public improvement projects, cash flow for the school district, and purchases of delinquent taxes. During the year ended December 31, 2008, installment loans totaling $37,125,000 were issued to provide the school district cash flow, finance building projects, and purchase 2007's delinquent taxes.

During 2008, the City issued General Obligation Commercial Paper Promissory Notes 2008 Program Series C2. Notes were issued to finance various public improvements projects and fiscal requirements of the City. The notes are a direct general obligation of the City payable from taxes levied without limitation as to rate or amount. Following is a summary of the General Obligation Commercial Paper Promissory Notes issued (in thousands), which is included in the totals for the general obligation bonds and note in the long-term obligation table in footnote 7(a) above:

| Balance 01-01-08 | Additions | Deletions | Balance 12-31-08 |
|---|---|---|---|
| - | 124,600 | 20,000 | 104,600 |

In order to provide a source for payment of the principal and interest on the General Obligation Commercial Paper Promissory Notes, on January 1, 2008, the City entered into an irrevocable letter of credit and reimbursement agreement with a bank. The letter of credit and reimbursement agreement has an authorized maximum draw of $125 million, and expires on December 1, 2012. Each advance on the letter of credit is due and payable on the 60$^{th}$ day following the date of the draw; however, the agreement allows the bank to make a three-year term loan available upon each advance not repaid within 60 days, for which payments will begin one year after the date the term loan began. Principal payments on the term loan shall be made quarterly. Interest is required to be paid monthly, and the rate varies based on the period the advance is outstanding, as follows:

| Period Outstanding | Interest Rate |
|---|---|
| 30 days or less | Prime rate |
| 31 days to 60 days | Prime rate plus 1% |
| Greater than 60 days (term loan) | Prime rate plus 2% |

Further, under the terms of the letter of credit agreement, the City has agreed to meet various covenants, which includes maintaining an above investment grade rating on its outstanding indebtedness. As of December 31, 2008, the City had no outstanding draws on the letter of credit.

## E. Debt Service Requirements

The maturities of the outstanding principal and related interest requirements are as follows:

| Year | General Obligation Debt Principal | General Obligation Debt Interest | Revenue Bonds Payable Principal | Revenue Bonds Payable Interest | Total Debt Service |
|---|---|---|---|---|---|
| | | *(Thousands of Dollars)* | | | |
| **Governmental activities** | | | | | |
| 2009 | $ 86,228 | $ 30,702 | $ - | $ - | $ 116,930 |
| 2010 | 72,131 | 26,070 | - | - | 98,201 |
| 2011 | 61,112 | 22,761 | - | - | 83,873 |
| 2012 | 56,973 | 19,843 | - | - | 76,816 |
| 2013 | 53,598 | 17,079 | - | - | 70,677 |
| 2014-2018 | 300,701 | 50,357 | - | - | 351,058 |
| 2019-2023 | 85,192 | 9,638 | - | - | 94,830 |
| 2024-2028 | 9,735 | 229 | - | - | 9,964 |
| Total | $ 725,670 | $ 176,679 | $ - | $ - | $ 902,349 |
| **Business-type activities** | | | | | |
| ***Water Works*** | | | | | |
| 2009 | $ 1,989 | $ 850 | $ 915 | $ 260 | $ 4,014 |
| 2010 | 2,492 | 753 | 939 | 236 | 4,420 |
| 2011 | 2,966 | 634 | 964 | 211 | 4,775 |
| 2012 | 2,492 | 494 | 989 | 185 | 4,160 |
| 2013 | 2,101 | 359 | 1,015 | 158 | 3,633 |
| 2014-2018 | 4,988 | 450 | 5,493 | 370 | 11,301 |
| 2019-2020 | 22 | 1 | - | - | 23 |
| Total | $ 17,050 | $ 3,541 | $ 10,315 | $ 1,420 | $ 32,326 |
| ***Sewer Maintenance*** | | | | | |
| 2009 | $ 268 | $ 176 | $ 4,740 | $ 3,552 | $ 8,736 |
| 2010 | 269 | 164 | 4,888 | 3,391 | 8,712 |
| 2011 | 272 | 153 | 5,038 | 3,218 | 8,681 |
| 2012 | 273 | 141 | 5,198 | 3,031 | 8,643 |
| 2013 | 293 | 129 | 5,374 | 2,829 | 8,625 |
| 2014-2018 | 1,451 | 447 | 29,987 | 10,744 | 42,629 |
| 2019-2023 | 1,108 | 111 | 31,233 | 4,396 | 36,848 |
| 2024-2028 | - | - | 14,050 | 811 | 14,861 |
| Total | $ 3,934 | $ 1,321 | $ 100,508 | $ 31,972 | $ 137,735 |
| ***Parking*** | | | | | |
| 2009 | $ 1,722 | $ 519 | $ - | $ - | $ 2,241 |
| 2010 | 1,319 | 422 | - | - | 1,741 |
| 2011 | 1,251 | 360 | - | - | 1,611 |
| 2012 | 1,094 | 300 | - | - | 1,394 |
| 2013 | 973 | 248 | - | - | 1,221 |
| 2014-2018 | 3,313 | 611 | - | - | 3,924 |
| 2019-2023 | 1,071 | 100 | - | - | 1,171 |
| Total | $ 10,743 | $ 2,560 | $ - | $ - | $ 13,303 |

| Year | General Obligation Debt Principal | General Obligation Debt Interest | Revenue Bonds Payable Principal | Revenue Bonds Payable Interest | Total Debt Service |
|---|---|---|---|---|---|
| | | *(Thousands of Dollars)* | | | |
| ***Other Enterprise*** | | | | | |
| 2009 | $ 508 | $ 158 | $ - | $ - | $ 666 |
| 2010 | 429 | 133 | - | - | 562 |
| 2011 | 429 | 111 | - | - | 540 |
| 2012 | 388 | 89 | - | - | 477 |
| 2013 | 350 | 70 | - | - | 420 |
| 2014-2018 | 967 | 133 | - | - | 1,100 |
| 2019-2023 | 172 | 12 | - | - | 184 |
| Total | $ 3,243 | $ 706 | $ - | $ - | $ 3,949 |
| **Total Component Units** | | | | | |
| 2009 | $ 4,527 | $ 1,239 | $ 495 | $ 3,355 | $ 9,616 |
| 2010 | 131 | 1,180 | 515 | 3,330 | 5,156 |
| 2011 | 142 | 1,172 | 535 | 3,305 | 5,154 |
| 2012 | 149 | 1,162 | 570 | 3,277 | 5,158 |
| 2013 | 162 | 1,152 | 600 | 3,247 | 5,161 |
| 2014-2018 | 6,223 | 5,505 | 1,300 | 15,735 | 28,763 |
| 2019-2023 | 2,512 | 4,845 | 6,784 | 14,751 | 28,892 |
| 2024-2028 | 246 | 4,535 | 19,005 | 13,515 | 37,301 |
| 2029-2033 | 340 | 4,335 | - | 13,176 | 17,851 |
| 2034-2038 | 2,361 | 3,752 | - | 13,176 | 19,289 |
| 2039-2043 | 4,898 | 3,100 | 67,395 | 4,389 | 79,782 |
| 2044-2048 | 16,547 | 1,599 | - | - | 18,146 |
| 2049-2053 | 36 | 378 | - | - | 414 |
| 2054-2058 | 2,445 | 220 | - | - | 2,665 |
| Total | $ 40,719 | $ 34,174 | $ 97,199 | $ 91,256 | $ 263,348 |

### F. Debt Limit

Wisconsin Statutes limit direct general obligation borrowing in the amount equivalent to 7% of the equalized valuation of taxable property. The Statutes further provide that within the 7% limitation, borrowing for school construction purposes may not exceed 2% of the equalized valuation and borrowing for general city purposes may not exceed 5% of the equalized valuation. At December 31, 2008, the City's legal debt margin was $1,542,702,000. Of this amount, $637,744,000 was for school purposes and $904,958,000 was for City purposes.

### G. Refundings

In prior years, the City defeased certain general obligation bonds by placing the proceeds from new general obligation bonds in an irrevocable trust to provide all future debt service payments on the bonds. Accordingly, the trust account assets and liability for the defeased bonds are not included in the City's financial statements. At December 31, 2008, $144,000,000 of bonds outstanding are considered defeased, which includes debt defeased during the current year.

### H. Conduit Debt

From time to time, the City has issued revenue bonds in order to provide financing to private sector entities for the purpose of acquiring, constructing, or rehabilitating housing units and for retiring the existing debt associated with housing units. These obligations are primarily secured by mortgage or revenue agreements on the associated projects and, together with the interest obligation, are payable solely by the developers from leased rentals and other funds or revenues. In addition, these obligations do not constitute indebtedness of the City, as the City has no responsibility for the debt beyond the resources provided by related leases or loans. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements. The aggregate amount of all revenue bonds outstanding at December 31, 2008 is approximately $48,900,441 for the City and $560,000,000 for RACM.

## 8. RETIREMENT PLANS

### Pension Benefits

*Plan Description* – The City makes contributions to the Employes' Retirement System of the City of Milwaukee (the "System"), a cost-sharing multiple-employer defined benefit pension plan, on behalf of all eligible City employees. The System provides retirement, disability, and death benefits to plan members and beneficiaries. The City Charter assigns the authority to establish and amend benefit provisions. The System issues a publicly available financial report that includes financial statements and required supplementary information for the System. That report may be obtained by writing to the Employes' Retirement System of the City of Milwaukee, 200 East Wells Street, Room 610, Milwaukee, WI 53202.

*Funding Policy* – Plan members are required to contribute, or have contributed on their behalf, a percentage of their annual earnable compensation equal to 5.5%, 7%, 7%, and 7% for general City employees, police officers, firefighters, and elected officials, respectively. New hires who are not sworn police/fire must pay 1.6% of pensionable earnings for 8 years to fund the cost of benefit escalators due to the Global Pension Settlement. The City is required to contribute the actuarially determined amount. The City Charter assigns the authority to establish and amend contribution requirements. The City's contributions to the System for the years ending December 31, 2008, 2007, and 2006, were $23,532,000, $23,330,000, and $22,751,000, respectively, equal to the required contributions on behalf of the plan members for each year.

### Other Postemployment Benefits

The City provides other postemployment benefits (OPEB) to its retirees for health and life insurance.

*Plan Description*. The City provides a single-employer defined benefit healthcare plan and life insurance administered by both the City and Milwaukee's Employee Retirement System (MERS). The City provides medical insurance benefits for substantially all retirees in accordance with terms set forth in labor contracts or by Common Council resolution. Retirees are eligible to enroll in any of the group plans offered by the City. Aside from the Basic Plan, this includes a Health Maintenance Organization (HMO) plan currently offered to active employees. The City provides full health insurance coverage to general City employees who retire at age 55, but less than age 65, with 30 years of creditable service or at age 60, but less than age 65, with 15 years of creditable service until the age of 65. Management employees retiring beginning in 2004 at age 55, but less than 65, pay a portion of health insurance the same as active management employees. In accordance with a "percentage formula" as provided in labor agreements, the City provides between 65% and 100% of the cost of the Basic Plan coverage for firefighters and police officers who retire with 25 years of creditable service and having attained at least the age of 52 but less than 60. Upon reaching the age of 60 but prior to the age of 65, the City provides full health insurance coverage for firefighters and police officers with single enrollment status. The City contribution for firefighters and police officers between the ages of 60 and 65 with family enrollment status is the greater of 100% of the cost of single enrollment in the Basic Plan or an amount determined using the "percentage formula." The "percentage formula" used to determine the City contribution in the labor agreements is based on the amount of unused sick leave at retirement.

After attaining the age of 65 and having completed a minimum of 15 years of creditable service, all retirees are eligible to enroll in a "subsidized plan" for medical insurance. Under this plan, the City contributes 25% of the base rate toward retirees enrolled in the Basic Plan, while the retiree pays 75% of the base rate and 100% of the major medical rate. For those retirees enrolled in an HMO, the City contributes a 25% subsidy of the applicable HMO premium.

In addition to medical insurance, the City allows its employees to continue life insurance coverage under the Group Life Insurance Plan offered to active employees in accordance with Section 350-25 of the Code of Ordinances. The base amount of coverage for general City employees is equal to the employee's annual basic salary to the next higher thousand dollars. The base amount of coverage for firefighters and police officers is equal to one and one-half the employee's annual basic salary to the next higher thousand dollars.

General City employees retiring at age 55 or older with 20 years of service or at age 60 regardless of years of service and covered under the group life insurance plan at retirement are eligible to continue coverage at the level on the date prior to their date of retirement. Firefighters and police officers retiring at age 52 or older with 20 years of service or at age 57 regardless of years of service and covered under the group life insurance plan at retirement are eligible to continue coverage up to their base amount of coverage on the date prior to their date of retirement. Prior to age 65, all retirees are required to pay the full premium rates as established by the insurance carrier, less an adjustment for estimated dividends. The rates established are group rates applied consistently to all employees, without regard to age or health. Upon reaching the age of 65, those retirees still part of the group life plan have their coverage reduced in accordance with the reduction schedule in effect on their last day physically at work, with the City assuming all future premiums.

*Funding Policy.* The contribution of plan members and the City are established and may be amended by the City. The required contribution for medical, and life insurance for retirees is based on a pay-as-you-go financing. Medical benefits provided through the basic health care plan are self-insured. For 2008, the City and plan members receiving benefits paid approximately $31,820,000 and $1,080,000, respectively, toward medical and life insurance for retirees.

Annual OPEB Cost and Net OPEB Obligation. The City's annual OPEB cost (expense) is calculated based on the annual required contribution (ARC) of the employer, an amount actuarially determined in accordance with the parameters of GASB Statement No. 45 *Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years. The following table shows the components of the City's annual OPEB cost for the year, the amount actually contributed to the plan (pay-as-you basis), and the changes in the City's net OPEB obligation:

| | |
|---|---|
| ARC | $ 72,900,000 |
| Interest on Net OPEB Obligation | 1,700,000 |
| Adjustment to ARC | (1,500,000) |
| Annual OPEB Cost | 73,100,000 |
| Contribution made | 32,900,000 |
| Increase in net OPEB Obligation | 40,200,000 |
| Net OPEB obligation - beginning of year | 38,200,000 |
| Net OPEB obligation - end of year | $ 78,400,000 |

The City annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation were as follows:

**Annual Cost and Net OPEB Liability**

| Year Ended | Annual OPEB Cost | Percentage of Annual OPEB Cost Contributed | Net OPEB Obligation |
|---|---|---|---|
| 12/31/2007 | $ 67,600,000 | 43.5% | $ 38,200,000 |
| 12/31/2008 | 73,100,000 | 45.0% | 78,400,000 |

*Funded Status and Funding Progress.* As of July 1, 2008, the most recent actuarial valuation date, the actuarial accrued liability for benefits was $880,700,000, and the actuarial value of assets was zero, resulting in an unfunded actuarial accrued liability (UAAL) of $880,700,000. The covered payroll (annual payroll of active employees covered by the plan) was $425,400,000 and the ratio of the UAAL to the covered payroll was 207 percent.

Actuarial valuations of an ongoing plan involve estimates of value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future.

*Actuarial Methods and Assumptions*. The retiree healthcare valuation was based on the projected unit credit (PUC) cost method. The PUC method produces an explicit normal cost and actuarial accrued liability. The normal cost and actuarial accrued liability are directly proportional to the employee's service. That is, the normal cost equals the present value of future benefits divided by projected service at retirement, and the actuarial accrued liability equals the present value of benefits multiplied by the ratio of service at valuation date to projected service at retirement. Depending on the demographic characteristics of the current group and new entrants in the future, this method could produce stable annual costs, in the aggregate, when expressed as a percentage of pay.

The OPEB valuation uses a discount rate assumption of 4.5% based on the City's projected short-terms investment rate of return. The healthcare cost trends rate is 10% initially, and reduced by decrements to the ultimate rate of 4.5% after 10 years. The actuarial assumption for inflation is 3% and wage inflation is 3.5%. The amortization of the unfunded actuarial accrued liability is based on a level percentage of pay over a 30-year open amortization period.

**Terminal Leave Payments**

Upon retirement, employees receive a portion of their unused sick leave as terminal leave, in accordance with labor contracts and Section 350-38 of the Code of Ordinances. Firefighters whose normal hours of work exceed 40 hours per week receive between $45 and $65 for each work shift equivalent of unused sick leave. Firefighters whose normal hours of work average 40 hours per week receive between $21 and $30 for each work shift equivalent of unused sick leave. Police officers receive payment for up to 55 days of unused sick leave at base pay. Management pay plan employees are entitled to payment of 30% of unused sick leave (maximum 960 hours) plus one-half of the sick leave days accumulated during the last twelve months of service for up to six additional days for a total maximum of 42 days at the rate of pay at retirement. Substantially all remaining City employees receive up to 30 days for unused sick leave as terminal leave, although some bargaining units receive slightly different benefits in accordance with related labor agreements. In 2008, approximately $9,564,000 was paid for sick leave from all funds. At December 31, 2008, accumulated sick leave earned but not taken totaled approximately $167,133,000 determined on the basis of current salary rates.

Terminal leave pay is funded on a pay-as-you-go basis and provided for in the salary budgets of the respective departments annually. In 2008, terminal leave payments totaled $1,715,000 to employees retiring during the year. As of December 31, 2008, the City has accrued approximately $15,112,000 in the government-wide statements for future terminal leave payments. This amount is included under the unfunded compensated absences of $31,208,000 with the remainder accrued vacation leave of $16,096,000.

## 9. FUND EQUITY

**Reserved for Tax Stabilization and Advances to Other Funds**

The Reserved for Tax Stabilization, $42,418,000 at December 31, 2008, is governed by the City's Code of Ordinances. This reserve includes an amount for advances of $13,367,000 from the general fund to the capital projects fund. The general fund has advanced this amount to fund special assessment projects. The availability of the $13,367,000 for Tax Stabilization is contingent upon future collection of the special assessments receivable. All General Fund appropriation balances not encumbered or carried over are reserved for tax stabilization in subsequent years. The total amount that can be withdrawn from the Reserved for Tax Stabilization in any one year is an amount that prevents an increase of more than 3% in the City's property tax rate, as defined, and is anticipated to be available as of April 15 of the year covered by the budget. Such amount must be included in the adopted budget, which requires a majority affirmative vote of the Common Council. Fund withdrawals not needed to stabilize the tax rate can be made for up to 50% of the available balance, but require a three-fourths affirmative vote of the Common Council.

**Fund deficit**

The Capital Projects Fund had a deficit fund balance of $37,351,000 as of December 31, 2008, which is the result of expending funds for construction in advance of issuing general obligation bonds. The City plans to eliminate the fund deficit through the issuance of general obligation bonds in 2009.

## 10. INTERFUND RECEIVABLE AND PAYABLE BALANCES AND NET TRANSFERS

The individual interfund receivable and payable balances at December 31, 2008:

| | | Due From | | | | |
|---|---|---|---|---|---|---|
| | | General Fund | Water Works | Sewer Maintenance Fund | Nonmajor Enterprise Funds | Total |
| | | *(Thousands of Dollars)* | | | | |
| Due To | General Fund | $ - | $ 1,438 | $ - | $ - | $ 1,438 |
| | General Obligation Debt | - | 2,840 | - | - | 2,840 |
| | Capital Projects | 18,987 | - | - | - | 18,987 |
| | Nonmajor Governmental Funds | 7,516 | - | - | - | 7,516 |
| | Water Works | 6,883 | - | 537 | 534 | 7,954 |
| | Sewer Maintenance | 12,880 | - | - | - | 12,880 |
| | Nonmajor Enterprise Funds | 12,310 | - | - | - | 12,310 |
| | Totals | $ 58,576 | $ 4,278 | $ 537 | $ 534 | $ 63,925 |

Balances resulted from the timing differences between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, (3) payments between funds are made, and (4) funds overdraw their share of pooled cash or when there are transactions between funds where one fund does not participate in the City's pooled cash.

Interfund transfers for the year ended December 31, 2008 were as follows:

| Funds Transferred To | Fund Transferred From | Amount | Purpose |
|---|---|---|---|
| **General Fund** | General Obligation Debt | $ 10,421 | Funding for debt payments |
| | Nonmajor Governmental Funds | 7,725 | Subsidize uncollected property taxes |
| | Water Works | 8,696 | Payment in Lieu of taxes |
| | Parking | 1,159 | Payment in Lieu of taxes |
| | Parking | 17,000 | Subsidy for operations |
| | Nonmajor Enterprise Funds | 2,018 | Excess earnings of Port |
| | **Subtotal General Fund** | **47,019** | |
| **Debt Service** | General | 90,000 | Funding for cash flow debt |
| | General | 2,076 | Funding for debt payments |
| | Public Debt Amortization | 23,890 | Funding for debt payments |
| | Capital Projects | 686 | Tax Incremental District closeouts |
| | Nonmajor Governmental Funds | 15,505 | Funding for debt payments |
| | Sewer Maintenance | 9,310 | Subsidy for operations |
| | Parking | 536 | Subsidy for operations |
| | **Subtotal Debt Service** | **142,003** | |
| **Public Debt Amortization** | Debt Service | 11,192 | Funding for debt payments |
| | **Subtotal Public Debt Amortization** | **11,192** | |
| **Capital Projects** | Public Debt Amortization | 859 | Subsidy for operations |
| | **Subtotal Capital Projects** | **859** | |
| **Nonmajor Enterprise** | General Fund | 4 | Subsidy for operations |
| | General Obligation Debt | 663 | Funding for debt payments |
| | **Subtotal Nonmajor Proprietary** | **667** | |
| | **Total Interfund Transfers** | **$ 201,740** | |

Transfers are used to (1) move revenues from the fund that statute or budget requires collection from to the fund that statute or budget required to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments become due, and (3) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

## 11. BALANCES BETWEEN THE CITY AND COMPONENT UNITS

Balances due to and due from component units as of December 31, 2008:

| Component Unit Payable | Primary Government's Receivable *(Thousands of Dollars)* |
|---|---|
| Due from HACM for reimbursable expenditues | $ 706 |
| Due from HACM for payment in lieu of taxes | |
| Due from RACM for loans issued to developers for the purpose of renovations and improvements to existing parcels of real estate | 15,486 |
| Due from RACM for reimbursable expenditures | 771 |
| Due from RACM for | |
| Due from MEDC for tax incremental district loans | 1,412 |
| Due from NIDC for home and Community Development Block grants | 59 |
| Due from NIDC for reimbursements for expenditures | - |
| Total | $ 18,434 |

| Component Unit Receivable | Primary Government's Payable *(Thousands of Dollars)* |
|---|---|
| Due to RACM Community Development Block grants and Home grants | $ 118 |
| Total | $ 118 |

## 12. OPERATING LEASES

The City is the lessor for various properties under operating lease agreements expiring at various dates through 2008 and beyond. Certain leases contain provisions for possible renewal at term of the lease.

Scheduled minimum lease payments for years ending December 31 are as follows:

| Year | Amount |
|---|---|
| | *(Thousands of Dollars)* |
| 2009 | $ 3,934 |
| 2010 | 4,100 |
| 2011 | 3,792 |
| 2012 | 3,744 |
| 2013 | 3,779 |
| 2014-2018 | 13,904 |
| 2019-2023 | 7,642 |
| 2024-2028 | 2,709 |
| 2029 and beyond | 7,606 |
| Total | $ 51,210 |

## 13. EXCESS OF EXPENDITURES OVER APPROPRIATIONS

For the year ended December 31, 2008, expenditures exceeded appropriations for services and salaries in the operations division of the Department of Public Works within the General Fund by $2,645,000. The Council has approved the issuance of general obligation debt to provide funding for these over-expenditures.

## 14. COMMITMENTS AND CONTINGENCIES

### Claims and Other Legal Proceedings

The City is exposed to various risks of losses related to torts, theft of, damage to, and destruction of assets; errors and omissions; injuries to employee or natural disaster. With certain exceptions, it is not the policy of the City to purchase commercial insurance for the risks of losses to which it is exposed. Instead, the City believes it is more economical to manage its risks internally and set aside funds as needed for reasonably estimated current claim settlements and unfavorable judgments through annual appropriations and supplemental appropriations. Current settlements are paid from the General Fund and recorded as expenditures when paid in the fund based statements. The liabilities are recorded in the government-wide financial statements.

Under Wisconsin Statutes, the amount recoverable by any person for any damages, injuries, or death in any action founded on fact against the City, agencies, officials, officers, or employees cannot exceed $50,000, with certain exceptions.

The City is self-insured for workers' compensation, health insurance (basic plan), uninsured motorist motor vehicle coverage for City employees, and general liability. Liabilities are reported when it is probable that a loss can be reasonable estimated. These losses include an estimate of claims that have been incurred but not reported. Liabilities are based on the estimated ultimate cost of settling the claims, including the effects of inflation and other economic and social factors. Claims are paid from the General Fund and recorded as expenditures when paid in the fund based financial statements. The liabilities are recorded in the government-wide financial statements.

The liabilities recorded as long-term debt in the government-wide financial statements at December 31, 2008 are as follows:

| | |
|---|---|
| General liability claims | $ 8,888,000 |
| Workers' compensation claims | 14,705,000 |
| Unemployment claims | 1,080,000 |
| Health insurance claims | 1,291,000 |
| Pollution remediation obligation | 2,502,000 |

Changes in the balances of claim liabilities during the past two years are as follows:

| | 2007 | 2008 |
|---|---|---|
| Beginning of year liability | $ 24,991,000 | $ 25,021,000 |
| Current year claims and changes in estimates | 10,740,000 | 11,245,000 |
| Claim payments | (10,710,000) | (7,800,000) |
| End of year liability | $ 25,021,000 | $ 28,466,000 |

The Milwaukee Police Association (MPA) alleged that The Milwaukee Employes' Retirement System (ERS) was prohibited by City ordinance from spending more than $3 million to purchase and install a computer information system. It is estimated that the total cost of ERS information system is approximately $25 million. The MPA suit was subsequently voluntarily dismissed in 2005 and a clone case was brought by the Milwaukee Police Supervisors Organization (MPSO). Another union, the Association of Law Enforcement Allied Services Personnel (ALEASP), has joined the lawsuit as a plaintiff. The dispute in the case is over the interpretation of the section of the City ordinance that transferred all administrative, operational, and investment expenses for the City to ERS. The City is preparing a summary judgment to motion to dismiss the case.

On October 24, 2004, Frank Jude, Kirsten Antonissen, Katie Brown, and Lovell Harris attended a party in the city hosted by a Milwaukee police officer and to which a number of other police officers had been invited. 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 and he did suffer severe injuries. The off-duty 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 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 officers involved in the matter were acting within the scope of their employment. All above-mentioned cases have been consolidated and all proceedings had been stayed pending the outcome of criminal trials. 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 one charge against the third. Federal authorities indicted eight officers, with civil rights violations, and those cases, proceeded to trial in July 2007. Three of the officers were found guilty and one was acquitted. The other four officers entered into plea agreements. Now that all criminal trials have concluded, the court approved a one-year discovery period, with an extra 180 days for expert discovery. Dispositive motions are due December 1, 2009.

**Environmental Liabilities**

The financial reporting impact and effect for the City from the implementation of GASB Statement No. 49 was the recognition in the City's financial statements of an expense and liability of $2.4 million on January 1, 2008. The nature and sources of the City's pollution remediation obligation are asbestos abatement, underground storage tanks, PBC pollution, and contaminated properties. The probability-weighted expected cash flow measurement technique is used in determining the amount of liability. This involves determining a range of probabilities or likelihoods that different probable outlays will be necessary and calculating a weighted average of these outlays. There is a potential for changes in the estimated pollution remediation obligation due to third-party contracts and City labor costs changes, amendments to regulatory requirements and rules, and previously unknown conditions. The estimated costs of $563,000 to address PBC pollution could increase if the Environment Protection Agency (EPA) does not approve the City's proposed cleanup methods. The EPA could require the City to do additional testing and remediation, resulting in greater costs to the City. The City qualifies for the State of Wisconsin *Municipal Liability Exemption Program* for contaminated properties. As long as the City is protective of human health environment, clean up is not required. The City generally cleans up contaminated properties based on remediation grants awarded to the City. The City does not expect to receive any non-grant revenues from insurance or other parties to reduce the City's liability for pollution remediation.

During 2008, the City spent $621,000 in pollution remediation-related activities. At December 31, 2008, the City has an outstanding liability of $2.5 million related to pollution remediation obligations.

The City is exposed to numerous environmental liabilities, the most significant of which relate to seven landfills. Two of the seven landfills have been closed. Of the remaining four landfills that are no longer accepting waste, the Wisconsin Department of Natural Resources has imposed closure requirements on the North College Avenue Site, which the City substantially closed during 2000. The Hartung landfill, which is used exclusively for clean fill, is expected to be closed within three years. The City has accrued $980,000 in the government-wide financial statement, as part of general liability claims, for landfill closure related to the four sites. These amounts are based upon what it would cost to perform all closure activities in 2001. Actual costs may be higher due to inflation, changes in technology, or changes in regulations.
GASB Statement No. 18, *Accounting for Municipal Solid Waste Landfill Closure and Postclosure Care Cost's,* establishes requirements for disclosure of closure and postclosure requirements for all municipal solid waste landfills receiving solid waste after October 9, 1991. The City's landfills have not accepted waste of this type since 1976 and is therefore not required to accrue for closure and postclosure care in accordance with GASB Statement No. 18.

**Construction Commitments**

The governmental activities and the Water Works Fund (enterprise) have construction commitments of $31,690,000 and $8,056,000, respectively, for various capital improvement projects at December 31, 2008.

**Intergovernmental grants**

Intergovernmental awards received by the City are subject to audit and adjustment by the funding agency or their representatives. If grant revenues are received for expenditures, which are subsequently disallowed, the City may be required to repay the revenues to the funding agency. In the opinion of management, liabilities resulting from such disallowed expenditures, if any, will not be material to the accompanying financial statements at December 31, 2008.

## 15. SUBSEQUENT EVENTS

On February 4, 2009, the City issued $93,180,000 of general obligation short-term promissory notes for the purpose of financing various public improvement projects of the City. The notes mature on February 15 of each year beginning 2010 until 2019. Interest is payable on February 15 and August 15 commencing February 15, 2010.

On February 4, 2009, the City issued $17,450,000 of general obligation corporate purpose bonds for the purpose of financing various public improvement projects of the City. These bonds mature on February 15 of each year beginning 2020 until 2024. Interest is payable on February 15 and August 15 commencing February 15, 2020.

On March 17, 2009, the City issued $116,000,000 of general obligation cash flow promissory notes financing the City's operating budget until the receipt of State shared revenues. These notes mature on December 17, 2009 with interest.

# REQUIRED SUPPLEMENTARY INFORMATION

CITY OF MILWAUKEE

Exhibit E-1

**REQUIRED SUPPLEMENTARY INFORMATION**
**BUDGETARY COMPARISON SCHEDULE - GENERAL FUND**
FOR THE YEAR ENDED DECEMBER 31, 2008
*(Thousands of Dollars)*

| | Budgeted Amounts | | Actual - Amounts Budgetary Basis | Variance Positive (Negative) |
|---|---|---|---|---|
| | Original Budget | Final Budget | | |
| Revenues: | | | | |
| Property taxes | $ 149,263 | $ 149,263 | $ 141,573 | $ (7,690) |
| Other taxes | 3,925 | 3,925 | 4,839 | 914 |
| Licenses and permits | 12,911 | 12,911 | 12,918 | 7 |
| Intergovernmental | 271,264 | 271,264 | 271,100 | (164) |
| Charges for services | 77,296 | 80,125 | 86,410 | 6,285 |
| Fines and forfeits | 5,502 | 5,502 | 5,277 | (225) |
| Other | 15,443 | 15,443 | 12,864 | (2,579) |
| Total Revenues | 535,604 | 538,433 | 534,981 | (3,452) |
| Expenditures: | | | | |
| Current: | | | | |
| General government | 218,167 | 201,798 | 199,004 | 2,794 |
| Public safety | 254,047 | 266,729 | 266,370 | 359 |
| Public works | 89,035 | 100,621 | 103,149 | (2,528) |
| Health | 10,514 | 10,279 | 10,118 | 161 |
| Culture and recreation | 17,081 | 17,127 | 16,782 | 345 |
| Conservation and development | 3,226 | 3,485 | 3,456 | 29 |
| Total Expenditures | 592,070 | 600,039 | 598,879 | 1,160 |
| Deficiency of Revenues over Expenditures | (56,466) | (61,606) | (63,898) | (2,292) |
| Other Financing Sources (Uses): | | | | |
| General obligation bonds and notes issued | - | 4,246 | 94,246 | 90,000 |
| Transfers in | 27,186 | 33,375 | 42,787 | 9,412 |
| Transfers out | - | (4) | (92,080) | (92,076) |
| Contributions received | 27,450 | 27,450 | 21,532 | (5,918) |
| Contributions used | (27,541) | (28,784) | (22,019) | 6,765 |
| Use of fund balance - reserved for tax stabilization | 29,457 | 29,457 | 29,457 | - |
| Total Other Financing Sources and Uses | 56,552 | 65,740 | 73,923 | 8,183 |
| Net Change in Fund Balance | 86 | 4,134 | 10,025 | 5,891 |
| Fund Balance - Beginning (Excludes Reserved for Tax Stabilization) | 61,396 | 61,396 | 61,396 | - |
| **Fund Balance - Ending** | **$ 61,482** | **$ 65,530** | **$ 71,421** | **$ 5,891** |

**Explanation of Differences of Budget to GAAP:**
For budget purposes, the fund balance - reserved for tax stabilization is reflected as other financing sources whereas for accounting purposes, it is reflected as part of fund balance. The difference between the fund balance on a GAAP basis compared with budget basis is $29.457 million at January 1, 2008.
Contributions received and used for budget purposes are reported as other financing sources, but for GAAP are considered to be revenues and expenditures.
*See accompanying independent auditors' report.*

CITY OF MILWAUKEE

Exhibit E-2

**REQUIRED SUPPLEMENTARY INFORMATION**
**SCHEDULE OF FUNDING PROGRESS**
FOR THE YEAR ENDED DECEMBER 31, 2008
*(Thousands of Dollars)*

**Retiree Health and Life Insurance**

| Actuarial Valuation Date | Actuarial Value of Assets | Actuarial Accrued Liability (AAL) - Projected Unit Credit | Unfunded AAL (UAAL) | Funded Ratio | Covered Payroll | UAAL as a Percentage of Covered Payroll |
|---|---|---|---|---|---|---|
| 7/1/2007 | - | $ 806,300,000 | $ 806,300,000 | 0.0% | $ 412,731,863 | 195.4% |
| 7/1/2008 | - | 880,700,000 | 880,700,000 | 0.0% | 425,360,370 | 207.0% |

*See accompanying independent auditors' report.*

CITY OF MILWAUKEE
**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**
FOR THE YEAR ENDED DECEMBER 31, 2008

**Budgets and Budgetary Accounting**

City departments are required to submit their annual budget requests for the ensuing year to the Mayor by the second Tuesday in May. The Department of Administration, Division of Budget and Management Analysis, acting as staff for the Mayor, reviews the request in detail with the departments during June and July. After all of the requests have been reviewed, the Mayor submits his proposed Executive Budget to the Common Council. The City Charter requires that this be done on or before September 28. The Common Council must complete its review and adopt the budget on or before November 14. Once adopted, Common Council approval is required to amend the total appropriations by a department, the legal level of control for each budget. During the year, various amendments were made to the budget including carryovers of appropriations and encumbrances, and internal transfers.

Annual budgets are legally adopted by the Common Council for some but not all governmental funds. Annual budgets are not adopted for Special Revenue Fund - Delinquent Tax, Debt Service Fund - Public Debt Amortization and Capital Projects Funds. The Debt Service Fund - General Obligation Debt uses a non-appropriated budget. Budgets for Capital Projects Funds are prepared for the project life, rather than for the standard current fiscal year. Therefore, project appropriations for these budgets lapse at the conclusion of the project. All other appropriations lapse at the end of the current fiscal year. Governmental funds for which annual budgets have been adopted are included in the accompanying Required Supplementary Information Budgetary Comparison Schedule and in the Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual.

**Schedule of Funding Progress – Actuarial Methods and Assumptions**

| | |
|---|---|
| Valuation date | July 1, 2008 |
| Actuarial cost method | Projected unit credit |
| Amortization method | Level-dollar |
| Amortization period | 30 years (open) |
| Actuarial assumptions: | |
| Investment rate of return | 4.5% |
| Projected salary increases | 3.5% |
| Health care inflation rate | 10% initial |
| | 4.5% ultimate |

# COMBINING AND INDIVIDUAL FUND STATEMENTS AND SCHEDULES

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## Nonmajor Governmental Funds

Nonmajor funds are used to account for the proceeds of specific revenue sources (other than special assessments, expendable trust or major capital projects) requiring separate accounting because of legal or regulatory provisions or administrative action.

*Grant and Aid Projects* – This fund is used to account for Federal and State grants whose proceeds are legally restricted to expenditures for specific purposes and which are not accounted for in other special revenue funds.

*Community Development Block Grant* – The Community Development Block Grant Program receives annual grants pursuant to the Federal Housing and Community Development Act of 1974. This fund also includes amounts received under the Section 108 Loan Program. The City's Department of Administration is responsible for the planning, execution and evaluation of the Program.

*Delinquent Tax* – This fund was established as a reserve against uncollected delinquent property taxes. Fund resources, consisting initially of bond proceeds, are used to purchase delinquent property taxes from the General Fund. Collections on these purchased receivables and related interest thereon are transferred to the General Obligation Debt Service Fund to provide for the related debt service requirements.

*Economic Development Fund* – This fund provides expenditure authority for owner financed economic development in commercial areas, including the Business Improvement District program.

CITY OF MILWAUKEE

Exhibit F-1

**COMBINING BALANCE SHEET - NONMAJOR GOVERNMENTAL FUNDS**

DECEMBER 31, 2008

*(Thousands of Dollars)*

| | Grant and Aid Projects | Community Development Block Grant | Delinquent Tax | Economic Development | Total Nonmajor Governmental Funds |
|---|---|---|---|---|---|
| **ASSETS** | | | | | |
| Assets: | | | | | |
| Cash and cash equivalents | $ 2,096 | $ - | $ 12,690 | $ 737 | $ 15,523 |
| Receivables (net): | | | | | |
| Taxes | - | - | 10,215 | - | 10,215 |
| Accounts | 136 | 250 | - | - | 386 |
| Notes and loans | 17,731 | 2,039 | - | - | 19,770 |
| Due from component units | 46 | 24 | - | - | 70 |
| Due from other governmental agencies | 9,534 | 2,354 | - | - | 11,888 |
| **Total Assets** | **$ 29,543** | **$ 4,667** | **$ 22,905** | **$ 737** | **$ 57,852** |
| **LIABILITIES AND FUND BALANCES** | | | | | |
| Liabilities: | | | | | |
| Accounts payable | $ 2,337 | $ 1,634 | $ 1 | $ - | $ 3,972 |
| Accrued expenses | 91 | 92 | - | - | 183 |
| Due to other funds | 6,920 | 596 | - | - | 7,516 |
| Due to component units | 1 | 56 | - | - | 57 |
| Due to other governmental agencies | 252 | 250 | - | - | 502 |
| Deferred revenue | 7,509 | 3 | 2,002 | - | 9,514 |
| Total Liabilities | 17,110 | 2,631 | 2,003 | - | 21,744 |
| Fund Balances: | | | | | |
| Reserved for debt service | - | - | 12,689 | - | 12,689 |
| Reserved for delinquent taxes receivable | - | - | 8,213 | - | 8,213 |
| Reserved for economic development | - | - | | 737 | 737 |
| Unreserved, undesignated | 12,433 | 2,036 | - | - | 14,469 |
| Total Fund Balances | 12,433 | 2,036 | 20,902 | 737 | 36,108 |
| **Total Liabilities and Fund Balances** | **$ 29,543** | **$ 4,667** | **$ 22,905** | **$ 737** | **$ 57,852** |

*See accompanying independent auditors' report.*

CITY OF MILWAUKEE Exhibit F-2

**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**
**NONMAJOR GOVERNMENTAL FUNDS**
FOR THE YEAR ENDED DECEMBER 31, 2008
*(Thousands of Dollars)*

| | Grant and Aid Projects | Community Development Block Grant | Delinquent Tax | Economic Development | Total Nonmajor Governmental Funds |
|---|---|---|---|---|---|
| Revenues: | | | | | |
| Property taxes | $ - | $ - | $ 4,657 | $ - | $ 4,657 |
| Intergovernmental | 36,724 | 17,406 | - | - | 54,130 |
| Other | - | - | 2,861 | 6,473 | 9,334 |
| Total Revenues | 36,724 | 17,406 | 7,518 | 6,473 | 68,121 |
| Expenditures: | | | | | |
| Current: | | | | | |
| General government | - | 1,981 | 1,140 | - | 3,121 |
| Public safety | 11,928 | 1,636 | - | - | 13,564 |
| Public works | 5,711 | 336 | - | - | 6,047 |
| Health | 10,316 | 314 | - | - | 10,630 |
| Culture and recreation | 1,109 | 967 | - | - | 2,076 |
| Conservation and development | 9,027 | 12,175 | - | 7,138 | 28,340 |
| Total Expenditures | 38,091 | 17,409 | 1,140 | 7,138 | 63,778 |
| Excess (deficiency) of Revenues over Expenditures | (1,367) | (3) | 6,378 | (665) | 4,343 |
| Other Financing Sources (Uses): | | | | | |
| General obligation bonds and notes issued | - | - | 21,075 | - | 21,075 |
| Loans receivable activities | (346) | (172) | - | - | (518) |
| Transfers out | - | - | (23,230) | - | (23,230) |
| Total Other Financing Sources and Uses | (346) | (172) | (2,155) | - | (2,673) |
| Net Change in Fund Balances | (1,713) | (175) | 4,223 | (665) | 1,670 |
| Fund Balances - Beginning | 14,146 | 2,211 | 16,679 | 1,402 | 34,438 |
| **Fund Balances - Ending** | **$ 12,433** | **$ 2,036** | **$ 20,902** | **$ 737** | **$ 36,108** |

*See accompanying independent auditors' report.*

CITY OF MILWAUKEE Exhibit F-3

**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAI**
**GRANT AND AID PROJECTS**
FOR THE YEAR ENDED DECEMBER 31, 2008
*(Thousands of Dollars)*

| | Amended Budget | Actual on Budgetary Basis | Variance - Favorable (Unfavorable) |
|---|---|---|---|
| Revenues: | | | |
| Intergovernmental | $ 40,290 | $ 36,724 | $ (3,566) |
| Expenditures: | | | |
| Current: | | | |
| Public safety | 12,329 | 11,928 | 401 |
| Public works | 6,079 | 5,711 | 368 |
| Health | 11,744 | 10,316 | 1,428 |
| Culture and recreation | 1,111 | 1,109 | 2 |
| Conservation and development | 9,027 | 9,027 | - |
| Total Expenditures | 40,290 | 38,091 | 2,199 |
| Excess of Revenues over (under) Expenditures | - | (1,367) | (1,367) |
| Other Financing Sources (Uses): | | | |
| Loans receivable activities | - | (346) | (346) |
| Net Change in Fund Balance | - | (1,713) | (1,713) |
| Fund Balance - Beginning | - | 14,146 | 14,146 |
| **Fund Balance - Ending** | **$ -** | **$ 12,433** | **$ 12,433** |

*See accompanying independent auditors' report.*

CITY OF MILWAUKEE Exhibit F-4

**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL**
**COMMUNITY DEVELOPMENT BLOCK GRANT**
FOR THE YEAR ENDED DECEMBER 31, 2008
*(Thousands of Dollars)*

| | Amended Budget | Actual on Budgetary Basis | Variance - Favorable (Unfavorable) |
|---|---|---|---|
| Revenues: | | | |
| Intergovernmental | $ 17,406 | $ 17,406 | $ - |
| Expenditures: | | | |
| Current: | | | |
| General government | 1,981 | 1,981 | - |
| Public safety | 1,636 | 1,636 | - |
| Public works | 336 | 336 | - |
| Health | 314 | 314 | - |
| Culture and recreation | 967 | 967 | - |
| Conservation and development | 12,175 | 12,175 | - |
| Total Expenditures | 17,409 | 17,409 | - |
| Excess of Revenues over (under) Expenditures | (3) | (3) | - |
| Other Financing Sources (Uses): | | | |
| Loans receivable activities | (172) | (172) | - |
| Fund Balance - Beginning | 2,211 | 2,211 | - |
| **Fund Balance - Ending** | **$ 2,036** | **$ 2,036** | **$ -** |

*See accompanying independent auditors' report.*

CITY OF MILWAUKEE Exhibit F-5

**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL**
**ECONOMIC DEVELOPMENT**
FOR THE YEAR ENDED DECEMBER 31, 2008
*(Thousands of Dollars)*

| | Amended Budget | Actual on Budgetary Basis | Variance - Favorable (Unfavorable) |
|---|---|---|---|
| Revenues: | | | |
| Other | $ 6,680 | $ 6,473 | $ (207) |
| Expenditures: | | | |
| Current: | | | |
| Conservation and development | 8,054 | 7,138 | $ 916 |
| Excess of Revenues over (under) Expenditures | (1,374) | (665) | 709 |
| Fund Balance - Beginning | 1,402 | 1,402 | - |
| **Fund Balance - Ending** | **$ 28** | **$ 737** | **$ 709** |

*See accompanying independent auditors' report.*

**Nonmajor Enterprise Funds**

Enterprise Funds are used to account for operations that provide services which are financed primarily by user charges, or activities where periodic measurement of net income is appropriate for capital maintenance, public policy, management control or other purposes.

*Port of Milwaukee* – All activities necessary to operate and maintain the Port of Milwaukee and other related harbor activities are accounted for in this fund.

*Metropolitan Sewerage District User Charge* – The Metropolitan Sewerage District User Charge Fund is used to account for sewerage treatment charges by the Milwaukee Metropolitan Sewerage District to the City on a "wholesale" user charge basis and the subsequent billing by the City to customers on a "retail" basis. The City adds administrative expense to the District's charges and includes the sewer user charges on the quarterly water bills.

CITY OF MILWAUKEE
**COMBINING STATEMENT OF NET ASSETS**
**NONMAJOR ENTERPRISE FUNDS**
DECEMBER 31, 2008
*(Thousands of Dollars)*

Exhibit G-1

| | Port of Milwaukee | Metropolitan Sewerage District User Charge | Total Nonmajor Enterprise Funds |
|---|---|---|---|
| **ASSETS** | | | |
| Current Assets: | | | |
| Receivables (net): | | | |
| Accounts | $ 2,196 | $ 10,680 | $ 12,876 |
| Unbilled accounts | - | 2,693 | 2,693 |
| Due from other funds | - | 534 | 534 |
| Due from other governmental agencies | 1,073 | - | 1,073 |
| Total Current Assets | 3,269 | 13,907 | 17,176 |
| Noncurrent assets: | | | |
| Capital assets: | | | |
| Capital assets not being depreciated: | | | |
| Land | 7,791 | - | 7,791 |
| Capital assets being depreciated: | | | |
| Buildings | 13,484 | - | 13,484 |
| Infrastructures | 15,556 | - | 15,556 |
| Improvements other than buildings | 2,288 | - | 2,288 |
| Machinery and equipment | 4,682 | - | 4,682 |
| Furniture and furnishings | 37 | - | 37 |
| Accumulated depreciation | (21,125) | - | (21,125) |
| Total Noncurrent Assets | 22,713 | - | 22,713 |
| Total Assets | 25,982 | 13,907 | 39,889 |
| **LIABILITIES** | | | |
| Current Liabilities: | | | |
| Accounts payable | 733 | 8,384 | 9,117 |
| Accrued expenses | 178 | - | 178 |
| Accrued interest payable | 52 | - | 52 |
| Due to other funds | 1,921 | 10,389 | 12,310 |
| General obligation debt payable - current | 508 | - | 508 |
| Total Current Liabilities | 3,392 | 18,773 | 22,165 |
| Noncurrent Liabilities: | | | |
| General obligation debt | 2,750 | - | 2,750 |
| Other post employment benefits obligation | 97 | - | 97 |
| Total Noncurrent Liabilities | 2,847 | - | 2,847 |
| Total Liabilities | 6,239 | 18,773 | 25,012 |
| **NET ASSETS:** | | | |
| Invested in capital assets, net of related debt | 19,454 | - | 19,454 |
| Unrestricted | 289 | (4,866) | (4,577) |
| **Total Net Assets (Accumulated Deficit)** | **$ 19,743** | **$ (4,866)** | **$ 14,877** |

*See accompanying independent auditors' report.*

CITY OF MILWAUKEE Exhibit G-2

**COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET ASSETS**
**NONMAJOR ENTERPRISE FUNDS**
FOR THE YEAR ENDED DECEMBER 31, 2008
*(Thousands of Dollars)*

| | Port of Milwaukee | Metropolitan Sewerage District User Charge | Total Nonmajor Enterprise Funds |
|---|---|---|---|
| Operating Revenues: | | | |
| Charges for Services: | | | |
| Statutory sewer user fee | $ - | $ 38,968 | $ 38,968 |
| Rent | 5,017 | - | 5,017 |
| Other | - | 1,111 | 1,111 |
| Total Operating Revenues | 5,017 | 40,079 | 45,096 |
| Operating Expenses: | | | |
| Milwaukee Metropolitan Sewerage District Charges | - | 35,429 | 35,429 |
| Employee services | 1,791 | 97 | 1,888 |
| Administrative and general | - | 42 | 42 |
| Depreciation | 1,219 | - | 1,219 |
| Transmission and distribution | - | 3,318 | 3,318 |
| Services, supplies and materials | 1,051 | - | 1,051 |
| Billing and collection | - | 1,333 | 1,333 |
| Total Operating Expenses | 4,061 | 40,219 | 44,280 |
| Operating Income (Loss) | 956 | (140) | 816 |
| Nonoperating Revenues (Expenses): | | | |
| Interest expense | (120) | - | (120) |
| Other | (1) | - | (1) |
| Total Nonoperating Revenues (Expenses | (121) | - | (121) |
| Income (Loss) before Contributions and Transfers | 835 | (140) | 695 |
| Capital contributions | 5,524 | - | 5,524 |
| Transfers in | 667 | - | 667 |
| Transfers out | (2,018) | - | (2,018) |
| Change in Net Assets | 5,008 | (140) | 4,868 |
| Total Net Assets (Accumulated Deficit) - Beginning | 14,735 | (4,726) | 10,009 |
| **Total Net Assets (Accumulated Deficit) - Ending** | **$ 19,743** | **$ (4,866)** | **$ 14,877** |

*See accompanying independent auditors' report.*

CITY OF MILWAUKEE
**COMBINING STATEMENT OF CASH FLOWS**
**NONMAJOR ENTERPRISE FUNDS**
FOR THE YEAR ENDED DECEMBER 31, 2008
*(Thousands of Dollars)*

Exhibit G-3

| | Port of Milwaukee | Metropolitan Sewerage District User Charge | Total Nonmajor Enterprise Funds |
|---|---|---|---|
| CASH FLOWS FROM OPERATING ACTIVITIES: | | | |
| Receipts from customers and users | $ 4,303 | $ 37,341 | $ 41,644 |
| Payments to suppliers | (587) | (40,591) | (41,178) |
| Payments to employees | (1,712) | (98) | (1,810) |
| Payments from other funds | - | 3,348 | 3,348 |
| Payments to other funds | (391) | - | (391) |
| Net Cash Provided by Operating Activities | 1,613 | - | 1,613 |
| CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES: | | | |
| Transfers from other funds | 667 | - | 667 |
| Transfers to other funds | (2,018) | - | (2,018) |
| Net Cash Used for Noncapital Financing Activities | (1,351) | - | (1,351) |
| CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES: | | | |
| Capital contributions | 379 | - | 379 |
| Proceeds from sale of bonds and notes | 54 | - | 54 |
| Acquisition of property, plant and equipment | (32) | - | (32) |
| Retirement of bonds, notes and revenue bonds | (483) | - | (483) |
| Interest paid | (180) | - | (180) |
| Other | - | - | - |
| Net Cash Used for Capital and Related Financing Activities | (262) | - | (262) |
| Net Increase (Decrease) in Cash and Cash Equivalents | - | - | - |
| Cash and Cash Equivalents - Beginning | - | - | - |
| **Cash and Cash Equivalents - Ending** | **$ -** | **$ -** | **$ -** |
| RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES: | | | |
| Operating income (loss) | $ 956 | $ (140) | $ 816 |
| Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities: | | | |
| Depreciation | 1,219 | - | 1,219 |
| Changes in assets and liabilities: | | | |
| Receivables | (641) | (2,738) | (3,379) |
| Due from other funds | - | 583 | 583 |
| Due from other governmental agencies | (73) | - | (73) |
| Accounts payable | 464 | (469) | (5) |
| Accrued liabilities | 79 | (1) | 78 |
| Due to other funds | (391) | 2,765 | 2,374 |
| Deferred revenue | - | - | - |
| Net Cash Provided by Operating Activities | $ 1,613 | $ - | $ 1,613 |

*See accompanying independent auditors' report.*

## Agency Funds

These funds account for taxes and deposits collected by the City, acting in the capacity of an agent, for distribution to other governmental units or designated beneficiaries.

CITY OF MILWAUKEE

Exhibit H-1

**COMBINING SCHEDULE OF CHANGES IN ASSETS AND LIABILITIES**
**AGENCY FUNDS**
FOR THE YEAR ENDED DECEMBER 31, 2008
*(Thousands of Dollars)*

| | Balance 01-01-08 | Additions | Deductions | Balance 12-31-08 |
|---|---|---|---|---|
| **BOARD OF SCHOOL DIRECTORS FUND** | | | | |
| **ASSETS** | | | | |
| Cash and cash equivalents | $ 170,561 | $ 1,449,086 | $ 1,398,254 | $ 221,393 |
| Taxes receivable | - | 134,242 | 134,242 | - |
| **Total Assets** | **$ 170,561** | **$ 1,583,328** | **$ 1,532,496** | **$ 221,393** |
| **LIABILITIES** | | | | |
| **Due to Other Governmental Agencies:** | | | | |
| **Milwaukee School Board** | **$ 170,561** | **$ 1,449,086** | **$ 1,398,254** | **$ 221,393** |
| **PROPERTY TAX FUND** | | | | |
| **ASSETS** | | | | |
| Cash and cash equivalents | $ 102,030 | $ 221,806 | $ 219,783 | $ 104,053 |
| Taxes Receivable | - | 117,723 | 117,723 | - |
| **Total Assets** | **$ 102,030** | **$ 339,529** | **$ 337,506** | **$ 104,053** |
| **LIABILITIES** | | | | |
| Due to Other Governmental Agencies: | | | | |
| State of Wisconsin | $ 34 | $ 5,435 | $ 5,448 | $ 21 |
| Milwaukee County | 58,193 | 120,932 | 119,914 | 59,211 |
| Menomonee Falls School District | - | 178 | 178 | - |
| Milwaukee Area District Board of Vocational Technical & Adult Education | 25,423 | 55,559 | 54,675 | 26,307 |
| Milwaukee Metropolitan Sewerage District | 18,380 | 39,665 | 39,531 | 18,514 |
| Washington County | - | 3 | 3 | - |
| Waukesha County | - | 34 | 34 | - |
| **Total Liabilities** | **$ 102,030** | **$ 221,806** | **$ 219,783** | **$ 104,053** |
| **PAYROLL DEDUCTIONS FUND** | | | | |
| **ASSETS** | | | | |
| **Cash and cash equivalents** | **$ 235** | **$ 1,303** | **$ 1,387** | **$ 151** |
| **LIABILITIES** | | | | |
| **Accounts payable** | **$ 235** | **$ 1,303** | **$ 1,387** | **$ 151** |

*See accompanying independent auditors' report.*

CITY OF MILWAUKEE Exhibit H-1 (Continued)

**COMBINING SCHEDULE OF CHANGES IN ASSETS AND LIABILITIES**
**AGENCY FUNDS**
FOR THE YEAR ENDED DECEMBER 31, 2008
*(Thousands of Dollars)*

| | Balance 01-01-08 | Additions | Deductions | Balance 12-31-08 |
|---|---|---|---|---|
| **FEES, PENALTIES AND SALES TAX FUND** | | | | |
| **ASSETS** | | | | |
| **Cash and cash equivalents** | **$ 335** | **$ 3,528** | **$ 3,473** | **$ 390** |
| **LIABILITIES** | | | | |
| Accounts payable | $ 1 | $ 90 | $ 91 | $ - |
| Due to Other Governmental Agencies: | | | | |
| State of Wisconsin | 302 | 2,706 | 2,657 | 351 |
| Milwaukee County | 32 | 732 | 725 | 39 |
| **Total Liabilities** | **$ 335** | **$ 3,528** | **$ 3,473** | **$ 390** |
| **OTHER** | | | | |
| **ASSETS** | | | | |
| **Cash and cash equivalents** | **$ 1,208** | **$ 14,237** | **$ 14,284** | **$ 1,161** |
| **LIABILITIES** | | | | |
| **Accounts payable** | **$ 1,208** | **$ 14,237** | **$ 14,284** | **$ 1,161** |
| **TOTAL - ALL AGENCY FUNDS** | | | | |
| **ASSETS** | | | | |
| Cash and cash equivalents | $ 274,369 | $ 1,689,960 | $ 1,637,181 | $ 327,148 |
| Receivables: | | | | |
| Taxes | - | 251,965 | 251,965 | - |
| **Total Assets** | **$ 274,369** | **$ 1,941,925** | **$ 1,889,146** | **$ 327,148** |
| **LIABILITIES** | | | | |
| Accounts payable | $ 1,444 | $ 15,630 | $ 15,762 | $ 1,312 |
| Due to other governmental agencies | 272,925 | 1,674,330 | 1,621,419 | 325,836 |
| **Total Liabilities** | **$ 274,369** | **$ 1,689,960** | **$ 1,637,181** | **$ 327,148** |

*See accompanying independent auditors' report.*

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# MISCELLANEOUS FINANCIAL DATA

CITY OF MILWAUKEE

Exhibit I-1

**COMBINED SCHEDULE OF DELINQUENT TAXES RECEIVABLE**

DECEMBER 31, 2008

*(Thousands of Dollars)*

| | Real Estate | Personal Property | Total |
|---|---|---|---|
| **Year Levied** | | | |
| 1985 -1997 | $ 610 | $ 1 | $ 611 |
| 1998 | 134 | - | 134 |
| 1999 | 146 | - | 146 |
| 2000 | 116 | 1 | 117 |
| 2001 | 231 | - | 231 |
| 2002 | 256 | 261 | 517 |
| 2003 | 374 | 221 | 595 |
| 2004 | 882 | 338 | 1,220 |
| 2005 | 1,363 | 277 | 1,640 |
| 2006 | 5,393 | 401 | 5,794 |
| 2007 | 24,059 | 612 | 24,671 |
| Delinquent Taxes Receivable | $ 33,564 | $ 2,112 | 35,676 |
| Add: Property taxes receivable on foreclosed property (A) | | | 14,864 |
| Total Delinquent Taxes Receivable | | | 50,540 |
| Less: Estimated uncollectible taxes | | | (16,434) |
| **Net Delinquent Taxes Receivable** | | | **$ 34,106** |

*See accompanying independent auditors' report.*

*(A) Property taxes receivable on foreclosed property is valued at the cost of delinquent taxes and assessments on acquired property.*

CITY OF MILWAUKEE Exhibit I-2

**COMBINED SCHEDULE OF CASH AND CASH EQUIVALENTS AND INVESTMENTS - PRIMARY GOVERNMENT**

DECEMBER 31, 2008

*(Thousands of Dollars)*

| | | |
|---|---|---|
| Cash and Cash Equivalents: | | |
| Cash | $ 59,582 | |
| Local Government Pooled - Investment Fund | 124,477 | |
| Institutional Money Market Fund | 107 | |
| Cash with Fiscal Agent | 8,772 | |
| Certificates of Deposit | 433,245 | |
| Total Cash and Cash Equivalents | | $ 626,183 |
| Investments: | | |
| Treasury Notes, Bills and Agencies | 9,093 | |
| Other | 173 | |
| Total Investments | | 9,266 |
| Total Cash and Cash Equivalents and Investments | | $ 635,449 |

| | Cash and Cash Equivalents | Investments | Restricted Cash and Cash Equivalents | Total |
|---|---|---|---|---|
| Cash and Cash Equivalents and Investments - Fund: | | | | |
| General | $ 74,671 | $ 173 | $ - | $ 74,844 |
| General Obligation Debt Service | 112,942 | - | - | 112,942 |
| Public Debt Amortization | 33,849 | 5,953 | - | 39,802 |
| Capital Projects | 7,058 | - | - | 7,058 |
| Nonmajor Governmental Funds | 15,523 | - | - | 15,523 |
| Water Works | 18,897 | - | 655 | 19,552 |
| Sewer Maintenance | - | - | 10,280 | 10,280 |
| Parking | 21,991 | - | - | 21,991 |
| Nonmajor Enterprise Funds | - | - | - | - |
| Pension and Other Employee Benefit Trusts | 357 | - | - | 357 |
| Private-Purpose Trusts | 2,812 | 3,140 | - | 5,952 |
| Agency Funds | 327,148 | - | - | 327,148 |
| **Total Cash and Cash Equivalents and Investments - Fund** | **$ 615,248** | **$ 9,266** | **$ 10,935** | **$ 635,449** |

*See accompanying independent auditors' report.*

CITY OF MILWAUKEE

Exhibit I-3

**DEBT SERVICE REQUIREMENTS TO MATURITY -**
**GENERAL OBLIGATION BONDS AND NOTES**
DECEMBER 31, 2008
*(Thousands of Dollars)*

| Year | Bridges | | Economic Development | | Finance Real and Personal Property Tax Receivables | |
|---|---|---|---|---|---|---|
| | Principal | Interest | Principal | Interest | Principal | Interest |
| 2009 | $ 1,904 | $ 783 | $ 38 | $ 3 | $ 18,308 | $1,459 |
| 2010 | 1,851 | 689 | 21 | 1 | 9,064 | 439 |
| 2011 | 1,676 | 596 | 2 | 1 | 2,346 | 218 |
| 2012 | 1,579 | 514 | 2 | - | 2,247 | 122 |
| 2013 | 1,475 | 436 | 2 | - | 1,411 | 52 |
| 2014 | 1,342 | 363 | 1 | - | 760 | 13 |
| 2015 | 1,328 | 298 | 1 | - | - | - |
| 2016 | 1,096 | 233 | - | - | - | - |
| 2017 | 945 | 183 | - | - | - | - |
| 2018 | 1,005 | 139 | - | - | - | - |
| 2019 | 734 | 102 | - | - | - | - |
| 2020 | 547 | 73 | - | - | - | - |
| 2021 | 731 | 44 | - | - | - | - |
| 2022 | 287 | 23 | - | - | - | - |
| 2023 | 184 | 14 | - | - | - | - |
| 2024 | 184 | 8 | - | - | - | - |
| 2025 | 184 | 1 | - | - | - | - |
| 2026 | - | - | - | - | - | - |
| **Totals** | **17,052** | **4,499** | **67** | **5** | **34,136** | **2,303** |
| **Total Requirements** | **$ 21,551** | | **$ 72** | | **$ 36,439** | |

*See accompanying independent auditors' report.*

| Financial Management Information System Replacement Project | | Fire | | Grant and Aid Improvements - City Share | |
|---|---|---|---|---|---|
| Principal | Interest | Principal | Interest | Principal | Interest |
| $ 410 | $ 10 | $ 1,880 | $ 786 | $ 76 | $ 12 |
| - | - | 1,884 | 691 | 62 | 10 |
| - | - | 1,868 | 598 | 62 | 7 |
| - | - | 1,848 | 505 | 39 | 5 |
| - | - | 1,820 | 413 | 39 | 3 |
| - | - | 1,807 | 323 | 15 | 1 |
| - | - | 1,118 | 248 | 15 | 1 |
| - | - | 798 | 198 | 7 | - |
| - | - | 1,156 | 150 | - | - |
| - | - | 5,722 | 70 | - | - |
| - | - | 307 | 49 | - | - |
| - | - | 282 | 34 | - | - |
| - | - | 271 | 21 | - | - |
| - | - | 271 | 7 | - | - |
| - | - | 4 | - | - | - |
| - | - | 4 | - | - | - |
| - | - | 5 | - | - | - |
| - | - | - | - | - | - |
| **410** | **10** | **21,045** | **4,093** | **315** | **39** |
| **$420** | | **$ 25,138** | | **$ 354** | |

CITY OF MILWAUKEE

Exhibit I-3 (Continued)

**DEBT SERVICE REQUIREMENTS TO MATURITY - GENERAL OBLIGATION BONDS AND NOTES**

DECEMBER 31, 2008

*(Thousands of Dollars)*

| Year | Harbor | | Industrial Land Bank | | Lakefront Development | |
|---|---|---|---|---|---|---|
| | Principal | Interest | Principal | Interest | Principal | Interest |
| 2009 | $ 508 | $ 158 | $ 27 | $ 2 | $ 3 | $ - |
| 2010 | 429 | 133 | 15 | 1 | 2 | - |
| 2011 | 429 | 111 | 1 | 1 | 1 | - |
| 2012 | 388 | 89 | 1 | - | - | - |
| 2013 | 350 | 70 | 1 | - | - | - |
| 2014 | 341 | 52 | 1 | - | - | - |
| 2015 | 314 | 36 | 1 | - | - | - |
| 2016 | 142 | 21 | - | - | - | - |
| 2017 | 95 | 14 | - | - | - | - |
| 2018 | 75 | 10 | - | - | - | - |
| 2019 | 71 | 6 | - | - | - | - |
| 2020 | 44 | 4 | - | - | - | - |
| 2021 | 44 | 2 | - | - | - | - |
| 2022 | 9 | - | - | - | - | - |
| 2023 | 4 | - | - | - | - | - |
| 2024 | - | - | - | - | - | - |
| 2025 | - | - | - | - | - | - |
| 2026 | - | - | - | - | - | - |
| **Totals** | **3,243** | **706** | **47** | **4** | **6** | **-** |
| **Total Requirements** | **$ 3,949** | | **$ 51** | | **$ 6** | |

*See accompanying independent auditors' report.*

| Library | | Local Improvement Projects/ Special Assessments | | Milwaukee Exposition and Convention Center and Arena | | Municipal Expenses | |
|---|---|---|---|---|---|---|---|
| Principal | Interest | Principal | Interest | Principal | Interest | Principal | Interest |
| $ 985 | $ 362 | $ 1,637 | $ 660 | $ 11 | $ 1 | $ 1,600 | $ 2 |
| 960 | 312 | 1,370 | 579 | 7 | - | - | - |
| 808 | 265 | 1,161 | 517 | 1 | - | - | - |
| 765 | 226 | 958 | 467 | 1 | - | - | - |
| 791 | 187 | 1,137 | 409 | 1 | - | - | - |
| 742 | 148 | 1,045 | 353 | - | - | - | - |
| 515 | 114 | 676 | 308 | - | - | - | - |
| 507 | 89 | 2,421 | 273 | - | - | - | - |
| 447 | 65 | 2,130 | 173 | - | - | - | - |
| 1,513 | 33 | 2,073 | 87 | - | - | - | - |
| 220 | 21 | 23 | 1 | - | - | - | - |
| 165 | 12 | - | - | - | - | - | - |
| 108 | 5 | - | - | - | - | - | - |
| 58 | 1 | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - |
| **8,584** | **1,840** | **14,631** | **3,827** | **21** | **1** | **1,600** | **2** |
| **$ 10,424** | | **$ 18,458** | | **$ 22** | | **$ 1,602** | |

CITY OF MILWAUKEE Exhibit I-3 (Continued)

**DEBT SERVICE REQUIREMENTS TO MATURITY - GENERAL OBLIGATION BONDS AND NOTES**

DECEMBER 31, 2008

*(Thousands of Dollars)*

| Year | Parking | | Playgrounds/ Recreational Facilities | | Police | |
|---|---|---|---|---|---|---|
| | Principal | Interest | Principal | Interest | Principal | Interest |
| 2009 | $ 1,722 | $ 519 | $ 1,186 | $ 325 | $ 5,427 | $ 1,702 |
| 2010 | 1,319 | 422 | 1,066 | 266 | 5,016 | 1,431 |
| 2011 | 1,251 | 360 | 896 | 215 | 4,365 | 1,171 |
| 2012 | 1,094 | 300 | 655 | 176 | 4,452 | 953 |
| 2013 | 973 | 248 | 743 | 141 | 3,806 | 746 |
| 2014 | 954 | 201 | 698 | 104 | 2,815 | 554 |
| 2015 | 843 | 156 | 517 | 73 | 2,922 | 423 |
| 2016 | 678 | 114 | 378 | 51 | 1,532 | 286 |
| 2017 | 455 | 81 | 209 | 36 | 1,361 | 210 |
| 2018 | 383 | 59 | 3,168 | 5 | 6,065 | 103 |
| 2019 | 318 | 43 | 18 | 1 | 375 | 66 |
| 2020 | 275 | 29 | - | - | 280 | 51 |
| 2021 | 204 | 18 | - | - | 424 | 34 |
| 2022 | 192 | 8 | - | - | 236 | 21 |
| 2023 | 82 | 2 | - | - | 174 | 13 |
| 2024 | - | - | - | - | 174 | 7 |
| 2025 | - | - | - | - | 174 | 1 |
| 2026 | - | - | - | - | - | - |
| **Totals** | **10,743** | **2,560** | **9,534** | **1,393** | **39,598** | **7,772** |
| **Total Requirements** | **$ 13,303** | | **$ 10,927** | | **$ 47,370** | |

*See accompanying independent auditors' report.*

| Public Buildings | | Resource Recovery | | Schools | | Sewer Maintenance | |
|---|---|---|---|---|---|---|---|
| Principal | Interest | Principal | Interest | Principal | Interest | Principal | Interest |
| $ 14,647 | $ 7,033 | $ 9 | $ 1 | $ 10,376 | $ 4,339 | $ 268 | $ 176 |
| 14,256 | 6,114 | 5 | - | 9,977 | 3,738 | 269 | 164 |
| 13,732 | 5,440 | - | - | 9,587 | 3,240 | 272 | 153 |
| 12,722 | 4,799 | - | - | 8,461 | 2,779 | 273 | 141 |
| 12,674 | 4,186 | - | - | 7,837 | 2,356 | 293 | 129 |
| 11,967 | 3,579 | - | - | 7,274 | 1,967 | 296 | 117 |
| 11,154 | 3,011 | - | - | 6,242 | 1,627 | 299 | 103 |
| 10,513 | 2,493 | - | - | 8,272 | 1,319 | 302 | 89 |
| 8,141 | 2,050 | - | - | 5,958 | 933 | 277 | 76 |
| 44,246 | 1,307 | - | - | 5,105 | 639 | 277 | 62 |
| 6,781 | 949 | - | - | 4,436 | 399 | 277 | 48 |
| 5,386 | 672 | - | - | 3,567 | 201 | 277 | 35 |
| 6,290 | 401 | - | - | 227 | 25 | 277 | 21 |
| 2,797 | 206 | - | - | 227 | 15 | 277 | 7 |
| 2,009 | 109 | - | - | 227 | 5 | - | - |
| 1,186 | 49 | - | - | - | - | - | - |
| 1,186 | 7 | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - |
| **179,687** | **42,405** | **14** | **1** | **87,773** | **23,582** | **3,934** | **1,321** |
| **$ 222,092** | | **$ 15** | | **$ 111,355** | | **$ 5,255** | |

CITY OF MILWAUKEE

Exhibit I-3 (Continued)

**DEBT SERVICE REQUIREMENTS TO MATURITY - GENERAL OBLIGATION BONDS AND NOTES**

DECEMBER 31, 2008

*(Thousands of Dollars)*

| Year | Sewers | | Streets | | Tax Incremental Districts | |
|---|---|---|---|---|---|---|
| | Principal | Interest | Principal | Interest | Principal | Interest |
| 2009 | $ 6,507 | $ 2,195 | $ 9,052 | $ 3,740 | $ 9,955 | $ 6,411 |
| 2010 | 5,875 | 1,856 | 8,397 | 3,262 | 10,147 | 5,918 |
| 2011 | 5,350 | 1,571 | 6,976 | 2,847 | 10,291 | 5,418 |
| 2012 | 5,139 | 1,314 | 6,672 | 2,504 | 9,637 | 4,921 |
| 2013 | 4,578 | 1,059 | 6,082 | 2,181 | 9,724 | 4,441 |
| 2014 | 4,328 | 832 | 5,245 | 1,879 | 8,753 | 3,958 |
| 2015 | 3,757 | 624 | 4,569 | 1,632 | 8,401 | 3,539 |
| 2016 | 2,827 | 434 | 3,794 | 1,409 | 8,064 | 3,104 |
| 2017 | 1,762 | 294 | 3,170 | 1,227 | 9,914 | 2,691 |
| 2018 | 1,281 | 208 | 18,865 | 667 | 41,455 | 1,913 |
| 2019 | 740 | 157 | 1,429 | 536 | 8,033 | 1,367 |
| 2020 | 683 | 124 | 1,187 | 477 | 7,069 | 983 |
| 2021 | 851 | 86 | 3,233 | 364 | 7,204 | 631 |
| 2022 | 704 | 55 | 2,475 | 259 | 5,280 | 325 |
| 2023 | 488 | 31 | 2,345 | 173 | 3,485 | 111 |
| 2024 | 368 | 15 | 2,245 | 92 | 535 | 13 |
| 2025 | 368 | 2 | 2,245 | 13 | - | - |
| 2026 | - | - | - | - | - | - |
| **Totals** | **45,606** | **10,857** | **87,981** | **23,262** | **157,947** | **45,744** |
| **Total Requirements** | **$ 56,463** | | **$ 111,243** | | **$ 203,691** | |

*See accompanying independent auditors' report.*

| Urban Renewal | | Water | | Total Requirements | |
|---|---|---|---|---|---|
| Principal | Interest | Principal | Interest | Principal | Interest |
| $ 2,190 | $ 876 | $ 1,989 | $ 850 | $ 90,715 | $ 32,405 |
| 2,156 | 763 | 2,492 | 753 | 76,640 | 27,542 |
| 1,989 | 656 | 2,966 | 634 | 66,030 | 24,019 |
| 1,795 | 558 | 2,492 | 494 | 61,220 | 20,867 |
| 1,477 | 469 | 2,101 | 359 | 57,315 | 17,885 |
| 1,530 | 395 | 2,286 | 251 | 52,200 | 15,090 |
| 1,356 | 319 | 1,677 | 141 | 45,705 | 12,653 |
| 887 | 251 | 982 | 53 | 43,200 | 10,417 |
| 439 | 208 | 21 | 3 | 36,480 | 8,394 |
| 2,580 | 140 | 22 | 2 | 133,835 | 5,444 |
| 371 | 116 | 22 | 1 | 24,155 | 3,862 |
| 233 | 102 | - | - | 19,995 | 2,797 |
| 671 | 78 | - | - | 20,535 | 1,730 |
| 597 | 54 | - | - | 13,410 | 981 |
| 468 | 34 | - | - | 9,470 | 492 |
| 439 | 18 | - | - | 5,135 | 202 |
| 438 | 3 | - | - | 4,600 | 27 |
| - | - | - | - | - | - |
| **19,616** | **5,040** | **17,050** | **3,541** | **760,640** | **184,807** |
| | **$ 24,656** | | **$ 20,591** | | **$ 945,447** |

CITY OF MILWAUKEE

Exhibit I-4

**DEBT SERVICE REQUIREMENTS TO MATURITY - WATER REVENUE AND DISCLOSURE OF BOND COVERAGE**

*(Thousands of Dollars)*

| Year | Principal | Interest | Total Requirements |
|---|---|---|---|
| 2009 | 915 | 260 | 1,175 |
| 2010 | 939 | 236 | 1,175 |
| 2011 | 964 | 211 | 1,175 |
| 2012 | 989 | 185 | 1,174 |
| 2013 | 1,015 | 158 | 1,173 |
| 2014 | 1,042 | 131 | 1,173 |
| 2015 | 1,069 | 104 | 1,173 |
| 2016 | 1,098 | 75 | 1,173 |
| 2017 | 1,127 | 45 | 1,172 |
| 2018 | 1,157 | 15 | 1,172 |
| | **$ 10,315** | **$ 1,420** | **$ 11,735** |

*See accompanying independent auditors' report.*

Note: *Water Revenue bond coverage on Series SDWL - 1, 2, 3, 4 and 5 for 2007 consisted of gross revenues plus interest income in the amount of $74,207, less operating expenses (excluding depreciation but including the payment in lieu of taxes) of $58,960. As a result, the net revenue available for debt service was $15,247. Debt service requirements consisted of $1,175 for 2008. At the end of the year, bond coverage computes to 12.98.*

CITY OF MILWAUKEE Exhibit I-5

**DEBT SERVICE REQUIREMENTS TO MATURITY - SEWERAGE SYSTEM REVENUE AND DISCLOSURE OF BOND COVERAGE**

*(Thousands of Dollars)*

| Year | Revenue Bonds | | State Loans (Revenue Bonds) | | Total Requirements | |
|---|---|---|---|---|---|---|
| | Principal | Interest | Principal | Interest | Principal | Interest |
| 2009 | 2,740 | 2,386 | 2,000 | 1,166 | 4,740 | 3,552 |
| 2010 | 2,840 | 2,274 | 2,048 | 1,117 | 4,888 | 3,391 |
| 2011 | 2,940 | 2,151 | 2,098 | 1,067 | 5,038 | 3,218 |
| 2012 | 3,050 | 2,015 | 2,148 | 1,016 | 5,198 | 3,031 |
| 2013 | 3,175 | 1,865 | 2,199 | 964 | 5,374 | 2,829 |
| 2014 | 3,310 | 1,703 | 2,252 | 912 | 5,562 | 2,615 |
| 2015 | 3,465 | 1,539 | 2,306 | 856 | 5,771 | 2,395 |
| 2016 | 3,625 | 1,361 | 2,361 | 800 | 5,986 | 2,161 |
| 2017 | 3,800 | 1,170 | 2,418 | 743 | 6,218 | 1,913 |
| 2018 | 3,975 | 975 | 2,475 | 685 | 6,450 | 1,660 |
| 2019 | 4,160 | 776 | 2,535 | 624 | 6,695 | 1,400 |
| 2020 | 4,360 | 564 | 2,596 | 563 | 6,956 | 1,127 |
| 2021 | 4,565 | 341 | 2,658 | 500 | 7,223 | 841 |
| 2022 | 2,375 | 168 | 2,722 | 436 | 5,097 | 604 |
| 2023 | 2,475 | 54 | 2,787 | 370 | 5,262 | 424 |
| 2024 | - | - | 2,854 | 302 | 2,854 | 302 |
| 2025 | - | - | 2,922 | 232 | 2,922 | 232 |
| 2026 | - | - | 2,992 | 162 | 2,992 | 162 |
| 2027 | - | - | 3,064 | 89 | 3,064 | 89 |
| 2028 | - | - | 2,218 | 26 | 2,218 | 26 |
| | **$ 50,855** | **$ 19,342** | **$ 49,653** | **$ 12,630** | **$ 100,508** | **$ 31,972** |

*See accompanying independent auditors' report.*

*Note: Sewerage System Revenue Bonds coverage consisted of gross revenues plus interest income in the amount of $38,649 less operating expenses (excluding depreciation) of $16,334. As a result, the net revenue available for debt service was $22,315. Debt service requirements consisted of $5,137 for 2008. At the end of the year, bond coverage computes to 4.34.*

CITY OF MILWAUKEE
**SCHEDULE OF ACCOUNT BALANCES**
**CAPITAL PROJECTS BY PURPOSE**
DECEMBER 31, 2008
*(Thousands of Dollars)*

Exhibit I-6

| | Bridges | Special Projects | Fire Department | Library | Playgrounds & Recreation |
|---|---|---|---|---|---|
| **ASSETS** | | | | | |
| Assets: | | | | | |
| Cash and cash equivalents | $ - | $ 706 | $ 422 | $ 113 | $ 552 |
| Receivables (net): | | | | | |
| Taxes | - | 15 | - | - | 376 |
| Accounts | - | - | - | - | - |
| Special Assessments | - | - | - | - | - |
| Due from component units | - | - | - | - | - |
| Due from other governmental agencies | - | - | - | - | 9 |
| Inventory of materials and supplies | - | - | - | - | - |
| **Total Assets** | **$ -** | **$ 721** | **$ 422** | **$ 113** | **$ 937** |
| **LIABILITIES AND FUND BALANCE** | | | | | |
| Liabilities: | | | | | |
| Accounts payable | $ 58 | $ - | $ 1 | $ 236 | $ 26 |
| Accrued expenses | 15 | - | - | - | 5 |
| Due to other funds | 1,849 | - | - | - | - |
| Due to component units | - | - | - | - | - |
| Due to other governmental agencies | - | - | - | - | - |
| Deferred revenue | - | 25 | - | - | 640 |
| Advances from other funds | - | - | - | - | - |
| Total Liabilities | 1,922 | 25 | 1 | 236 | 671 |
| Fund Balance: | | | | | |
| Reserved for encumbrances, prepaids, and carryovers | - | 696 | 421 | - | 266 |
| Reserved for inventory | - | - | - | - | - |
| Unreserved: | | | | | |
| Undesignated | (1,922) | - | - | (123) | - |
| Special assessment (deficit) | - | - | - | - | - |
| Total Fund Balance | (1,922) | 696 | 421 | (123) | 266 |
| **Total Liabilities and Fund Balance** | **$ -** | **$ 721** | **$ 422** | **$ 113** | **$ 937** |

*See accompanying independent auditors' report.*

| Police Department | Public Buildings | Sewers | Urban Renewal | Streets | Tax Incremental Districts | Special Assessments | Total |
|---|---|---|---|---|---|---|---|
| $ 445 | $ 4,647 | $ - | $ 173 | $ - | $ - | $ - | $ 7,058 |
| 94 | 258 | - | 294 | - | 2,789 | - | 3,826 |
| - | - | 206 | - | 357 | - | 32 | 595 |
| - | - | - | - | - | - | 14,216 | 14,216 |
| - | - | - | - | - | 457 | - | 457 |
| - | - | - | - | 3,863 | - | - | 3,872 |
| - | - | 297 | - | - | - | - | 297 |
| **$ 539** | **$ 4,905** | **$ 503** | **$ 467** | **$ 4,220** | **$ 3,246** | **$ 14,248** | **$ 30,321** |
| $ 333 | $ 5,876 | $ 235 | $ 810 | $ 1,410 | $ 2,793 | $ 117 | $ 11,895 |
| 6 | 40 | 3 | - | 105 | 17 | - | 191 |
| - | - | 2,076 | - | 2,894 | 12,168 | - | 18,987 |
| - | - | - | 8 | - | 52 | - | 60 |
| - | - | - | - | - | - | - | - |
| 160 | 439 | 22 | 500 | 3,722 | 4,742 | 12,922 | 23,172 |
| - | - | - | - | - | - | 13,367 | 13,367 |
| 499 | 6,355 | 2,336 | 1,318 | 8,131 | 19,772 | 26,406 | 67,672 |
| 40 | - | - | - | - | - | - | 1,423 |
| - | - | 297 | - | - | - | - | 297 |
| - | (1,450) | (2,130) | (851) | (3,911) | (16,526) | - | (26,913) |
| - | - | - | - | - | - | (12,158) | (12,158) |
| 40 | (1,450) | (1,833) | (851) | (3,911) | (16,526) | (12,158) | (37,351) |
| **$ 539** | **$ 4,905** | **$ 503** | **$ 467** | **$ 4,220** | **$ 3,246** | **$ 14,248** | **$ 30,321** |

CITY OF MILWAUKEE

Exhibit I-7

**SCHEDULE OF REVENUES , EXPENDITURES, AND CHANGES IN FUND BALANCE - CAPITAL PROJECTS BY PURPOSE**

FOR THE YEAR ENDED DECEMBER 31, 2008

*(Thousands of Dollars)*

| | Bridges | Special Projects | Fire Department | Library | Playgrounds & Recreation |
|---|---|---|---|---|---|
| Revenues: | | | | | |
| Property taxes | $ - | $ 25 | $ 86 | $ - | $ 366 |
| Special Assessments | - | - | - | - | - |
| Intergovernmental | 711 | - | - | - | 165 |
| Other | - | - | - | - | - |
| Total Revenues | 711 | 25 | 86 | - | 531 |
| Expenditures: | | | | | |
| Capital outlay | 4,121 | 2 | 4,090 | 1,089 | 2,382 |
| Excess (deficiency) of Revenues over Expenditures | (3,410) | 23 | (4,004) | (1,089) | (1,851) |
| Other Financing Sources (Uses): | | | | | |
| General obligation bonds and notes issued | 145 | - | 5,409 | 1,280 | 3,140 |
| Transfers in | - | - | - | - | - |
| Transfers out | - | - | - | - | - |
| Total Other Financing Sources and Uses | 145 | - | 5,409 | 1,280 | 3,140 |
| Net Change in Fund Balance | (3,265) | 23 | 1,405 | 191 | 1,289 |
| Fund Balance (Deficit) - Beginning | 1,343 | 673 | (984) | (314) | (1,023) |
| **Fund Balance (Deficit) - Ending** | **$ (1,922)** | **$ 696** | **$ 421** | **$ (123)** | **$ 266** |

*See accompanying independent auditors' report.*

| Police Department | Public Buildings | Sewers | Urban Renewal | Streets | Tax Incremental Districts | Special Assessments | Schools Financing | Total |
|---|---|---|---|---|---|---|---|---|
| $ - | $ - | $ - | $ 200 | $ 3,337 | $ 3,192 | $ - | $ - | $ 7,206 |
| - | - | - | - | - | - | 3,631 | - | 3,631 |
| - | - | 30 | - | 6,142 | - | - | - | 7,048 |
| - | 50 | 142 | - | 295 | 1,429 | - | - | 1,916 |
| - | 50 | 172 | 200 | 9,774 | 4,621 | 3,631 | - | 19,801 |
| 3,770 | 33,832 | 3,318 | 3,607 | 24,156 | 26,220 | 2,838 | 5,400 | 114,825 |
| (3,770) | (33,782) | (3,146) | (3,407) | (14,382) | (21,599) | 793 | (5,400) | (95,024) |
| 5,345 | 49,713 | 1,800 | 2,648 | 18,414 | 31,399 | - | 5,400 | 124,693 |
| - | - | - | 468 | - | 391 | - | - | 859 |
| - | - | - | (35) | - | (651) | - | - | (686) |
| 5,345 | 49,713 | 1,800 | 3,081 | 18,414 | 31,139 | - | 5,400 | 124,866 |
| 1,575 | 15,931 | (1,346) | (326) | 4,032 | 9,540 | 793 | - | 29,842 |
| (1,535) | (17,381) | (487) | (525) | (7,943) | (26,066) | (12,951) | - | (67,193) |
| **$ 40** | **$ (1,450)** | **$ (1,833)** | **$ (851)** | **$ (3,911)** | **$ (16,526)** | **$ (12,158)** | **$ -** | **$ (37,351)** |

CITY OF MILWAUKEE

Exhibit I-8

**GENERAL FUND**

**SCHEDULE OF REVENUES - BUDGET AND ACTUAL**

FOR THE YEAR ENDED DECEMBER 31, 2008

*(Thousands of Dollars)*

| | Final Budget | Actual | Variance - Favorable (Unfavorable) |
|---|---|---|---|
| Property Taxes: | | | |
| General | $ 109,075 | $ 101,385 | $ (7,690) |
| Provision for Employees' Retirement | 40,188 | 40,188 | $ - |
| Total Property Taxes | 149,263 | 141,573 | (7,690) |
| Other Taxes: | | | |
| Payment in lieu of taxes | 1,200 | 991 | (209) |
| Interest on city tax certificates and other taxes | 2,725 | 3,848 | 1,123 |
| Total Other Taxes | 3,925 | 4,839 | 914 |
| Licenses and Permits: | | | |
| Licenses: | | | |
| Business and occupational | 4,326 | 4,552 | 226 |
| Other | 120 | 119 | (1) |
| Permits: | | | |
| Building | 6,930 | 6,536 | (394) |
| Zoning | 273 | 313 | 40 |
| Other | 1,262 | 1,398 | 136 |
| Total Licenses and Permits | 12,911 | 12,918 | 7 |
| Intergovernmental: | | | |
| State Shares Revenues: | | | |
| State shared taxes | 237,662 | 237,699 | 37 |
| Local street aids | 26,320 | 26,367 | 47 |
| Payment for municipal services | 2,350 | 2,226 | (124) |
| Other | 4,932 | 4,808 | (124) |
| Total Intergovernmental | 271,264 | 271,100 | (164) |
| Charges for Services: | | | |
| General government | 12,994 | 12,589 | (405) |
| Public safety | 14,138 | 17,998 | 3,860 |
| Public works | 49,816 | 53,348 | 3,532 |
| Health | 756 | 644 | (112) |
| Culture and recreation | 1,904 | 1,443 | (461) |
| Conservation and development | 517 | 388 | (129) |
| Total Charges for Services | 80,125 | 86,410 | 6,285 |
| Fines and Forfeits: | | | |
| Court and contract forfeitures | 5,502 | 5,250 | (252) |
| Other | - | 27 | 27 |
| Total Fines and Forfeits | 5,502 | 5,277 | (225) |
| Other: | | | |
| Interest on temporary investments | 8,000 | 3,453 | (4,547) |
| Miscellaneous | 7,443 | 9,411 | 1,968 |
| Total Other | 15,443 | 12,864 | (2,579) |
| **Total** | **$ 538,433** | **$ 534,981** | **$ (3,452)** |

*See accompanying independent auditors' report.*

CITY OF MILWAUKEE

Exhibit I-9

**GENERAL FUND**

**SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL**

FOR THE YEAR ENDED DECEMBER 31, 2008

(Thousands of Dollars)

| | Final Budget | 2008 Actual | | | | Variance - Favorable (Unfavorable) |
|---|---|---|---|---|---|---|
| | | Salaries and Wages | Other Operating Costs | Equipment | Total | |
| General Government: | | | | | | |
| Zoning Appeals | $ 258 | $ 172 | $ 56 | $ 5 | $ 233 | $ 25 |
| Mayor | 889 | 834 | 33 | 5 | 872 | 17 |
| Common Council - City Clerk | 6,634 | 5,004 | 1,283 | 121 | 6,408 | 226 |
| Municipal Court | 3,217 | 2,028 | 1,145 | 33 | 3,206 | 11 |
| City Attorney | 10,924 | 4,697 | 5,621 | 57 | 10,375 | 549 |
| Administration | 7,233 | 4,967 | 2,043 | 16 | 7,026 | 207 |
| Employee Relations | 113,895 | 3,200 | 109,785 | 3 | 112,988 | 907 |
| Election Commission | 2,316 | 892 | 1,405 | - | 2,297 | 19 |
| Comptroller | 25,567 | 3,224 | 22,063 | 7 | 25,294 | 273 |
| City Treasurer | 2,734 | 1,536 | 1,173 | 6 | 2,715 | 19 |
| Assessor's Office | 3,501 | 3,063 | 431 | - | 3,494 | 7 |
| Employee's Retirement | 18,440 | 140 | 17,767 | - | 17,907 | 533 |
| Interest Expense | 6,189 | - | 6,189 | - | 6,189 | - |
| Non-departmental - unallocated | 1 | - | - | - | - | 1 |
| Total General Government | 201,798 | 29,757 | 168,994 | 253 | 199,004 | 2,794 |
| Public Safety: | | | | | | |
| Fire and Police Commission | 586 | 485 | 63 | 8 | 556 | 30 |
| Fire Department | 80,654 | 75,976 | 4,531 | 147 | 80,654 | - |
| Police Department | 173,385 | 157,684 | 12,721 | 2,829 | 173,234 | 151 |
| Neighborhood Services | 12,104 | 8,045 | 3,828 | 53 | 11,926 | 178 |
| Total Public Safety | 266,729 | 242,190 | 21,143 | 3,037 | 266,370 | 359 |
| Public Works: | | | | | | |
| General Office | 3,615 | 2,813 | 697 | 48 | 3,558 | 57 |
| Infrastructure | 21,770 | 13,359 | 8,327 | 67 | 21,753 | 17 |
| Operations | 75,236 | 41,351 | 34,981 | 1,506 | 77,838 | (2,602) |
| Total Public Works | 100,621 | 57,523 | 44,005 | 1,621 | 103,149 | (2,528) |
| Health | 10,279 | 8,186 | 1,930 | 2 | 10,118 | 161 |
| Culture and Recreation: | | | | | | |
| Public Library | 17,127 | 12,767 | 2,094 | 1,921 | 16,782 | 345 |
| Conservation and Development: | | | | | | |
| Department of City Development | 3,485 | 2,403 | 1,053 | - | 3,456 | 29 |
| **Total** | **$ 600,039** | **$352,826** | **$ 239,219** | **$ 6,834** | **$ 598,879** | **$ 1,160** |

*See accompanying independent auditors' report.*

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# STATISTICAL SECTION

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CITY OF MILWAUKEE

Table 1

**NET ASSETS BY COMPONENT**

LAST SEVEN YEARS

*(Accrual Basis of Accounting) (Thousands of Dollars)*

| | Fiscal Year | | | | |
|---|---|---|---|---|---|
| | **2002** | **2003** | **2004** | **2005** | **2006** |
| Governmental activities | | | | | |
| Invested in capital assets, net of related debt | $ 392,967 | $ 420,357 | $ 444,873 | $ 492,841 | $ 500,045 |
| Restricted | 135,885 | 104,600 | 110,417 | 109,149 | 115,803 |
| Unrestricted | (97,970) | (99,195) | (159,507) | (196,677) | (200,581) |
| Total governmental activities net assets | 430,882 | 425,762 | 395,783 | 405,313 | 415,267 |
| Business-type activities | | | | | |
| Invested in capital assets, net of related debt | 506,502 | 518,861 | 529,213 | 560,899 | 554,966 |
| Restricted | 3,715 | 26,329 | 8,123 | 8,383 | 8,748 |
| Unrestricted | 67,505 | 58,061 | 89,077 | 63,657 | 82,725 |
| Total business-type activities net assets | 577,722 | 603,251 | 626,413 | 632,939 | 646,439 |
| Primary government | | | | | |
| Invested in capital assets, net of related debt | 899,469 | 939,218 | 974,086 | 1,053,740 | 1,055,011 |
| Restricted | 139,600 | 130,929 | 118,540 | 117,532 | 124,551 |
| Unrestricted | (30,465) | (41,134) | (70,430) | (133,020) | (117,856) |
| Total primary government net assets | $ 1,008,604 | $ 1,029,013 | $ 1,022,196 | $ 1,038,252 | $ 1,061,706 |

| | Fiscal Year | |
|---|---|---|
| | **2007** | **2008** |
| Governmental activities | | |
| Invested in capital assets, net of related debt | $ 558,328 | $ 559,343 |
| Restricted | 116,516 | 143,951 |
| Unrestricted | (298,676) | (396,139) |
| Total governmental activities net assets | 376,168 | 307,155 |
| Business-type activities | | |
| Invested in capital assets, net of related debt | 581,594 | 607,122 |
| Restricted | 9,528 | 10,935 |
| Unrestricted | 60,566 | 47,065 |
| Total business-type activities net assets | 651,688 | 665,122 |
| Primary government | | |
| Invested in capital assets, net of related debt | 1,139,922 | 1,166,465 |
| Restricted | 126,044 | 154,886 |
| Unrestricted | (238,110) | (349,074) |
| Total primary government net assets | $ 1,027,856 | $ 972,277 |

Note: The city began to report accrual information when it implemented GASB Statement No. 34 in 2002.

CITY OF MILWAUKEE

**CHANGES IN NET ASSETS**

LAST SEVEN YEARS

*(Accrual Basis of Accounting) (Thousands of Dollars)*

Table 2

| | Fiscal Year | | | | | | |
|---|---|---|---|---|---|---|---|
| | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 |
| **Expenses** | | | | | | | |
| Governmental Activities | | | | | | | |
| General government | $ 159,681 | $ 166,270 | $ 177,761 | $ 180,975 | $ 179,647 | $ 204,724 | $ 208,608 |
| Public safety | 229,167 | 257,207 | 241,027 | 263,852 | 263,608 | 297,711 | 314,935 |
| Public works | 132,198 | 137,693 | 150,591 | 155,048 | 154,644 | 157,701 | 174,629 |
| Health | 22,125 | 24,679 | 27,251 | 27,036 | 27,316 | 23,102 | 20,830 |
| Culture and recreation | 22,924 | 19,520 | 29,014 | 19,931 | 21,506 | 21,298 | 20,639 |
| Conservation and development | 50,828 | 64,197 | 57,967 | 57,245 | 66,092 | 70,025 | 61,693 |
| Capital contribution to Milwaukee Public Schools | 18,725 | 8,904 | 15,686 | 18,002 | 14,028 | 2,788 | 6,474 |
| Contributions | 20,378 | 22,499 | 20,582 | 25,465 | 25,412 | 21,915 | 22,177 |
| Interest on long-term debt | 29,908 | 26,981 | 24,159 | 22,589 | 32,131 | 30,536 | 28,368 |
| Total Governmental Activities Expenses | 685,934 | 727,950 | 744,038 | 770,143 | 784,384 | 829,800 | 858,353 |
| Business-type Activities | | | | | | | |
| Water | 52,821 | 56,554 | 54,030 | 58,230 | 58,074 | 62,064 | 64,562 |
| Sewer Maintenance | 24,214 | 26,440 | 24,361 | 26,096 | 26,605 | 29,928 | 29,167 |
| Parking | 21,893 | 21,438 | 22,283 | 22,369 | 22,609 | 24,025 | 25,078 |
| Other activities | 33,924 | 34,936 | 34,214 | 34,789 | 35,603 | 37,927 | 44,401 |
| Total Business-type Activities | 132,852 | 139,368 | 134,888 | 141,484 | 142,891 | 153,944 | 163,208 |
| Total Primary Government Expenses | 818,786 | 867,318 | 878,926 | 911,627 | 927,275 | 983,744 | 1,021,561 |
| **Program Revenues** | | | | | | | |
| Governmental activities | | | | | | | |
| Charges for services | | | | | | | |
| General government | 14,411 | 10,822 | 10,460 | 11,049 | 12,174 | 12,408 | 12,589 |
| Public safety | 8,081 | 8,348 | 13,153 | 13,888 | 13,522 | 15,121 | 17,998 |
| Public works | 31,652 | 32,777 | 33,305 | 35,382 | 44,722 | 45,855 | 53,348 |
| Health | 877 | 890 | 911 | 693 | 667 | 798 | 644 |
| Culture and recreation | 2,308 | 2,366 | 2,412 | 1,808 | 1,892 | 1,888 | 1,443 |
| Conservation and development | 420 | 511 | 584 | 590 | 551 | 426 | 388 |
| Operating grants and contributions | 89,217 | 94,646 | 82,664 | 87,718 | 91,271 | 75,074 | 77,032 |
| Total Governmental Activities Program Revenues | 146,966 | 150,360 | 143,489 | 151,128 | 164,799 | 151,570 | 163,442 |
| Business-type Activities | | | | | | | |
| Charges for services | | | | | | | |
| Water | 74,300 | 74,136 | 71,579 | 71,903 | 69,636 | 72,808 | 73,731 |
| Sewer Maintenance | 28,007 | 32,657 | 30,959 | 31,072 | 34,261 | 37,756 | 40,724 |
| Parking | 37,735 | 39,279 | 41,470 | 38,961 | 40,736 | 39,730 | 43,961 |
| Other activities | 33,416 | 34,363 | 33,631 | 36,395 | 35,489 | 37,199 | 45,096 |
| Capital grants and contributions | 1,108 | 2,053 | 2,236 | 1,850 | 7,780 | 6,062 | 10,203 |
| Total Business-type Activities Program Revenues | 174,566 | 182,488 | 179,875 | 180,181 | 187,902 | 193,555 | 213,715 |
| Total Primary Government Program Revenues | 321,532 | 332,848 | 323,364 | 331,309 | 352,701 | 345,125 | 377,157 |
| **Net (Expense)/Revenue** | | | | | | | |
| Governmental Activities | (538,968) | (577,590) | (600,549) | (619,015) | (619,585) | (678,230) | (694,911) |
| Business-type Activities | 41,714 | 43,120 | 44,987 | 38,697 | 45,011 | 39,611 | 50,507 |
| Total primary government net expense | (497,254) | (534,470) | (555,562) | (580,318) | (574,574) | (638,619) | (644,404) |

CITY OF MILWAUKEE

**CHANGES IN NET ASSETS**

LAST SEVEN YEARS

(*Accrual Basis of Accounting) (Thousands of Dollars)*

Table 2 (continued)

| | Fiscal Year | | | | | | |
|---|---|---|---|---|---|---|---|
| | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 |
| **General Revenues and Other Changes in Net Assets** | | | | | | | |
| Governmental Activities | | | | | | | |
| Taxes | $ 207,944 | $ 213,014 | $ 217,762 | $ 224,918 | $ 236,043 | $ 243,654 | $ 257,210 |
| State aids for General Fund | 283,068 | 284,565 | 273,865 | 272,875 | 272,417 | 272,539 | 271,100 |
| Grants and contributions not restricted to specific programs | | | | | | | |
| Miscellaneous | 57,999 | 56,815 | 56,321 | 82,796 | 87,510 | 84,042 | 61,492 |
| Special item - receipt of loans receivable | - | - | - | 14,325 | - | - | - |
| Transfers | 11,151 | 18,073 | 22,622 | 33,631 | 33,569 | 36,483 | 38,509 |
| Total Governmental Activities | 560,162 | 572,467 | 570,570 | 628,545 | 629,539 | 636,718 | 628,311 |
| Business-type Activities | | | | | | | |
| Miscellaneous | 686 | 482 | 797 | 1,460 | 2,058 | 2,121 | 979 |
| Transfers | (11,151) | (18,073) | (22,622) | (33,631) | (33,569) | (36,483) | (38,052) |
| Total Business-type Activities | (10,465) | (17,591) | (21,825) | (32,171) | (31,511) | (34,362) | (37,073) |
| Total Primary Government | 549,697 | 554,876 | 548,745 | 596,374 | 598,028 | 602,356 | 591,238 |
| **Change in Net Assets** | | | | | | | |
| Governmental Activities | 21,194 | (5,123) | (29,979) | 9,530 | 9,954 | (41,512) | (66,600) |
| Business-type Activities | 31,249 | 25,529 | 23,162 | 6,526 | 13,500 | 5,249 | 13,434 |
| Total Primary Government | $ 52,443 | $ 20,406 | $ (6,817) | $ 16,056 | $ 23,454 | $ (36,263) | $ (53,166) |

Note: The city began to report accrual information when it implemented GASB Statement No. 34 in 2002.

CITY OF MILWAUKEE

Table 3

**FUND BALANCES, GOVERNMENTAL FUNDS**

LAST SEVEN YEARS

*(Modified Accrual Basis of Accounting) (Thousands of Dollars)*

| | Year | | | | |
|---|---|---|---|---|---|
| | **2002** | **2003** | **2004** | **2005** | **2006** |
| General Fund | | | | | |
| Reserved | $ 86,010 | $ 89,981 | $ 87,036 | $ 85,227 | $ 105,175 |
| All Other Governmental Funds | | | | | |
| Reserved | $ 161,094 | $ 135,708 | $ 135,777 | $ 148,440 | $ 171,682 |
| Unreserved, reported in: | | | | | |
| Capital projects funds | (11,897) | (11,468) | (13,116) | (15,093) | (14,400) |
| Nonmajor governmental funds | - | - | (4,177) | 10,497 * | 8,154 |
| Total all other governmental funds | $ 149,197 | $ 124,240 | $ 118,484 | $ 143,844 | $ 165,436 |

| | Year | |
|---|---|---|
| | **2007** | **2008** |
| General Fund | | |
| Reserved | $ 90,853 | $ 73,007 |
| All Other Governmental Funds | | |
| Reserved | $ 90,812 | $ 154,448 |
| Unreserved, reported in: | | |
| Capital projects funds | (12,951) | (39,071) |
| Nonmajor governmental funds | 16,357 | 14,469 |
| Total all other governmental funds | $ 94,218 | $ 129,846 |

Note: The city began to report accrual information when it implemented GASB Statement No. 34 in 2002.

CITY OF MILWAUKEE

Table 4

**CHANGES IN FUND BALANCES, GOVERNMENTAL FUNDS**

LAST SEVEN YEARS

*(Modified Accrual Basis of Accounting) (Thousands of Dollars)*

| | Year | | | | | | |
|---|---|---|---|---|---|---|---|
| | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 |
| **Revenues:** | | | | | | | |
| Property taxes | $ 183,697 | $ 197,499 | $ 198,938 | $ 205,205 | $ 214,833 | $ 221,082 | $ 227,637 |
| Other taxes | 16,579 | 16,336 | 19,284 | 20,461 | 20,910 | 20,867 | 27,746 |
| Special assessments | 4,053 | 4,482 | 4,665 | 4,651 | 3,823 | 3,542 | 3,631 |
| Licenses and permits | 10,814 | 10,883 | 11,530 | 13,374 | 13,729 | 13,704 | 12,918 |
| Intergovernmental | 356,730 | 362,778 | 337,058 | 355,406 | 345,078 | 336,870 | 333,345 |
| Charges for services | 63,726 | 61,478 | 66,409 | 68,762 | 84,191 | 79,754 | 88,224 |
| Fines and forfeits | 5,210 | 6,115 | 5,647 | 5,893 | 5,541 | 5,800 | 5,277 |
| Contributions received | 21,107 | 22,499 | 22,236 | 25,187 | 25,807 | 22,270 | 21,532 |
| Other | 26,806 | 24,040 | 24,811 | 32,333 | 44,169 | 43,990 | 33,563 |
| Total Revenues | 688,722 | 706,110 | 690,578 | 731,272 | 758,081 | 747,879 | 753,873 |
| **Expenditures:** | | | | | | | |
| Current: | | | | | | | |
| General government | 183,046 | 189,789 | 203,331 | 209,446 | 206,581 | 225,893 | 224,444 |
| Public safety | 227,416 | 259,379 | 241,100 | 262,934 | 267,669 | 268,456 | 279,934 |
| Public works | 92,028 | 91,406 | 93,047 | 92,701 | 90,539 | 97,778 | 109,196 |
| Health | 22,219 | 24,696 | 27,365 | 26,970 | 27,782 | 22,288 | 20,748 |
| Culture and recreation | 20,893 | 19,031 | 19,736 | 19,162 | 20,409 | 19,714 | 18,858 |
| Conservation and development | 40,113 | 38,519 | 34,629 | 32,079 | 34,801 | 30,954 | 31,796 |
| Capital outlay | 93,515 | 107,829 | 104,842 | 138,839 | 145,095 | 127,336 | 114,825 |
| Debt Service: | | | | | | | |
| Principal retirement | 76,046 | 73,696 | 68,618 | 81,206 | 146,721 | 152,077 | 181,102 |
| Interest | 28,980 | 28,250 | 28,620 | 29,593 | 34,798 | 35,360 | 33,637 |
| Bond issuance costs | 1,104 | 542 | 411 | 887 | 484 | 78 | 147 |
| Total Expenditures | 785,360 | 833,137 | 821,699 | 893,817 | 974,879 | 979,934 | 1,014,687 |
| Excess (deficiency) of Revenues over Expenditures | (96,638) | (127,027) | (131,121) | (162,545) | (216,798) | (232,055) | (260,814) |
| Other Financing Sources (Uses): | | | | | | | |
| General obligation bonds and notes issued | 101,838 | 81,901 | 89,331 | 126,828 | 215,763 | 102,928 | 237,368 |
| Refunding bonds issued | 138,044 | 16,563 | - | 28,112 | 1,785 | - | - |
| Payment to refunded bond escrow agent | (150,999) | (17,648) | - | (30,492) | - | - | - |
| Payment - current refunding | - | - | - | - | (1,819) | - | - |
| Loans receivable activities | - | - | - | - | 1,007 | 4,975 | (518) |
| Issuance premium | 19,313 | 6,589 | 10,467 | 13,692 | 8,033 | 2,129 | 3,694 |
| Capital lease | - | 563 | - | - | - | - | - |
| Transfers in | 47,776 | 50,318 | 57,312 | 71,699 | 139,533 | 145,447 | 201,073 |
| Transfers out | (36,625) | (32,245) | (34,690) | (38,068) | (105,964) | (108,964) | (163,021) |
| Total Other Financing Sources and Uses | 119,347 | 106,041 | 122,420 | 171,771 | 258,338 | 146,515 | 278,596 |
| Special Item: | | | | | | | |
| Receipt of loans receivable | - | - | - | 14,325 | - | - | - |
| Net Change in Fund Balances | $ 22,709 | $ (20,986) | $ (8,701) | $ 23,551 | $ 41,540 | $ (85,540) | $ 17,782 |
| Debt service as a percentage of noncapital expenditures | 14.7% | 13.2% | 12.6% | 13.6% | 20.5% | 20.7% | 22.5% |

CITY OF MILWAUKEE

Table 5

**ASSESSED AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY**

LAST TEN YEARS

*(Thousands of Dollars)*

| Budget Year | Real Estate | | | Personal Property | | |
|---|---|---|---|---|---|---|
| | Residential Property | Commercial Property | Manufacturing Property | Machinery Tools Patterns | Furniture Fixtures & Equipment | All Other |
| 1999 | $ 9,093,198 | $ 5,123,443 | $ 625,806 | $ 225,321 | $ 913,644 | $ 90,702 |
| 2000 | 9,163,659 | 5,103,186 | 633,182 | 205,861 | 566,871 | 101,091 |
| 2001 | 10,292,623 | 5,612,522 | 741,472 | 218,677 | 621,414 | 96,287 |
| 2002 | 10,358,671 | 5,716,180 | 717,831 | 215,683 | 597,457 | 93,962 |
| 2003 | 12,027,395 | 6,176,332 | 765,130 | 205,531 | 593,878 | 97,989 |
| 2004 | 12,938,633 | 6,493,805 | 729,858 | 187,208 | 560,426 | 99,587 |
| 2005 | 14,301,662 | 6,903,490 | 733,600 | 178,275 | 558,290 | 97,103 |
| 2006 | 16,116,818 | 7,547,715 | 721,966 | 185,601 | 541,831 | 108,218 |
| 2007 | 18,211,504 | 8,498,283 | 740,265 | 212,808 | 577,964 | 114,128 |
| 2008 | 18,753,915 | 8,950,205 | 726,692 | 220,073 | 578,674 | 144,790 |

| Budget Year | Total Taxable Assessed Value | Total Direct Tax Rate | Estimated Actual Taxable Value | Ratio of Total Assessed to Total Estimated Actual Value |
|---|---|---|---|---|
| 1999 | $ 16,072,114 | $ 9.71 | $ 16,228,218 | 99.0 |
| 2000 | 15,773,850 | 9.69 | 16,701,225 | 94.4 |
| 2001 | 17,582,995 | 10.49 | 17,344,251 | 101.4 |
| 2002 | 17,699,784 | 10.87 | 19,453,830 | 90.9 |
| 2003 | 19,866,255 | 10.15 | 20,298,387 | 97.9 |
| 2004 | 21,009,517 | 9.73 | 21,730,754 | 96.7 |
| 2005 | 22,772,420 | 9.19 | 23,491,774 | 96.9 |
| 2006 | 25,222,149 | 8.75 | 26,256,714 | 96.1 |
| 2007 | 28,354,952 | 7.99 | 30,226,985 | 93.8 |
| 2008 | 29,374,373 | 8.00 | 31,887,192 | 92.1 |

*Source:* *The Assessed Values are established by the City of Milwaukee Assessor's Office and are used to calculate property taxes. The Estimated Actual (Equalized) Values are provided by the State Supervisor of Assessments. State law requires all assessments to be within 10% of the equalized value ratio at lease once every four year period.*

*Note:* *Beginning with the year 2002, property is reassessed each year. Prior to 2002 property was reassessed every two years.*

CITY OF MILWAUKEE

Table 6

**DIRECT AND OVERLAPPING PROPERTY TAX RATES**

LAST TEN YEARS

*(Rate per $1,000 of assessed value)*

| | Budget Year | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | **1999** | **2000** | **2001** | **2002** | **2003** | **2004** | **2005** | **2006** | **2007** | **2008** |
| **City Direct Rates (A)** | | | | | | | | | | |
| City of Milwaukee | $ 9.20 | $ 9.12 | $ 9.86 | $ 10.22 | $ 9.51 | $ 9.22 | $ 8.52 | $ 8.08 | $ 7.28 | $ 7.46 |
| Allocation of Debt Service incurred for Schools | 0.51 | 0.57 | 0.63 | 0.65 | 0.64 | 0.51 | 0.64 | 0.67 | 0.71 | 0.55 |
| Total Direct Rate | 9.71 | 9.69 | 10.49 | 10.87 | 10.15 | 9.73 | 9.16 | 8.75 | 7.99 | 8.01 |
| **Overlapping Rates (B)** | | | | | | | | | | |
| Milwaukee School Board | 9.44 | 8.95 | 8.81 | 9.11 | 8.55 | 8.12 | 8.84 | 8.35 | 7.48 | 7.96 |
| Less: allocation of Debt Service in City rate | (0.51) | (0.57) | (0.63) | (0.65) | (0.64) | (0.51) | (0.64) | (0.67) | (0.71) | (0.55) |
| Total School Rate | 8.93 | 8.38 | 8.18 | 8.46 | 7.91 | 7.61 | 8.20 | 7.68 | 6.77 | 7.41 |
| Milwaukee Area District Board of Vocational, Technical and Adult Education | 2.01 | 2.16 | 2.00 | 2.23 | 2.05 | 2.04 | 2.00 | 1.96 | 1.89 | 1.92 |
| County of Milwaukee | 5.72 | 5.82 | 5.46 | 5.91 | 5.20 | 4.94 | 4.70 | 4.43 | 4.18 | 4.22 |
| State of Wisconsin | 0.20 | 0.21 | 0.20 | 0.22 | 0.20 | 0.21 | 0.21 | 0.20 | 0.19 | 0.19 |
| Milwaukee Metropolitan Sewerage District | 1.72 | 1.80 | 1.68 | 1.87 | 1.74 | 1.64 | 1.59 | 1.48 | 1.39 | 1.39 |
| Total Tax Rate (C) | $ 28.29 | $ 28.06 | $ 28.01 | $ 29.56 | $ 27.25 | $ 26.17 | $ 25.86 | $ 24.50 | $ 22.41 | $ 23.14 |

(A) State law prohibits the City from raising property taxes more than 2% plus 60% growth of new development.

(B) Overlapping rates are those of local and county governments that apply to property owners within the City of Milwaukee.

(C) Tax rates were constructed considering the provision of the tax incremental district law. The application of these rates to the applicable assessed values will provide a tax yield higher than the levy.

CITY OF MILWAUKEE

**PRINCIPAL PROPERTY TAXPAYERS**

Current Year and Nine Years Ago

(Thousands of Dollars)

Table 7

| Taxpayer | Type of Business | 2008 Assessed Valuation | 2008 Percentage of Total Assessed Valuation | 1999 Assessed Valuation | 1999 Percentage of Total Assessed Valuation |
|---|---|---|---|---|---|
| U. S. Bank | Banking | $ 256,738 | .84 | $ - | - |
| Northwestern Mutual Life Insurance Company | Insurance | 203,882 | .67 | 167,392 | 1.06 |
| Marcus Corp./Mil. City Center/Pfister | Hotels/Motels/Restaurants | 125,713 | .41 | 60,922 | .39 |
| Metropolitan Associates | Real Estate | 101,765 | .33 | 63,317 | .40 |
| NNN 411 East Wisconsin LLC | Real Estate | 94,840 | .31 | - | - |
| Crichton-Hauck/Shorline/Juneau Village | Real Estate | 92,662 | .30 | - | - |
| Towne Realty | Real Estate | 85,806 | .28 | 74,954 | .48 |
| M & I Marshall & Ilsley Bank/Metavante Corp. | Banking | 84,575 | .28 | 68,395 | .43 |
| EC Milwaukee Joint Venture | Real Estate Investment | 73,122 | .24 | 52,876 | .34 |
| Geneva Exchange Fund | Real Estate | 69,755 | .23 | | |
| First Security Bank | Banking | - | - | 160,740 | 1.02 |
| Teachers Insurance & Annuity Association of America | Real Estate | - | - | 97,967 | .62 |
| Miller Brewing | Brewery | - | - | 67,359 | .43 |
| Great Lakes, REIT LP | Real Estate | - | - | 63,656 | .40 |
| | | $ 1,188,858 | 3.89 | $ 877,578 | 5.57 |

*Source:* *City of Milwaukee Assessor's Office*

CITY OF MILWAUKEE

**PROPERTY TAX LEVIES AND COLLECTIONS**

LAST TEN YEARS

*(Thousands of Dollars)*

Table 8

| Budget Year | Taxes Levied for the Fiscal Year (Original Levy) | Purchased and Adjustments (A) | Total Adjusted Levy | Collected for the Levy Year (B) Current Tax Collections | Percent Original Levy Collected | Collections Purchased Delinquents Original Levy Year (C) | Collections Total Adjusted Levy in Subsequent Years | Total Collections to Date Amount | Total Collections to Date Percentage of Adjusted Levy |
|---|---|---|---|---|---|---|---|---|---|
| 1999 | $ 177,125 | $ 15,239 | $ 192,364 | $ 173,190 | 97.78% | $ 8,413 | $ 10,626 | $ 192,229 | 99.93% |
| 2000 | 177,438 | 14,994 | 192,432 | 172,451 | 97.19 | 8,555 | 11,281 | 192,287 | 99.92 |
| 2001 | 211,311 | 19,312 | 230,623 | 206,173 | 97.57 | 13,621 | 10,713 | 230,507 | 99.95 |
| 2002 | 222,708 | 19,689 | 242,397 | 217,242 | 97.55 | 13,599 | 11,325 | 242,166 | 99.90 |
| 2003 | 234,485 | 20,742 | 255,227 | 228,345 | 97.38 | 12,918 | 13,227 | 254,490 | 99.75 |
| 2004 | 240,643 | 22,459 | 263,102 | 235,012 | 97.66 | 15,497 | 11,896 | 262,405 | 99.74 |
| 2005 | 248,267 | 22,970 | 271,237 | 242,587 | 97.71 | 14,992 | 12,290 | 269,869 | 99.50 |
| 2006 | 261,685 | 24,819 | 286,504 | 255,818 | 97.76 | 15,647 | 13,287 | 284,752 | 99.39 |
| 2007 | 265,319 | 31,317 | 296,636 | 257,350 | 97.00 | 18,211 | 15,098 | 290,659 | 97.99 |
| 2008 | 286,180 | 39,562 | 325,742 | 277,119 | 96.83 | 23,952 | - | 301,071 | 92.43 |

*(A) This column includes adjustments. The City purchases delinquent taxes from the other units (Milwaukee County, Metropolitan Sewerage District, State, Milwaukee Area Technical College and Milwaukee Public Schools.*

*(B) Tax collections begin in December for the succeeding Budget Year*

*(C) Collections of (A) in the year purchased.*

*(D) State law limits levy increases to 2% of economic development for general city purposes.*

CITY OF MILWAUKEE

Table 9

**RATIOS OF OUTSTANDING DEBT BY TYPE,**

LAST TEN YEARS

*(Dollars in Thousands, except per capita)*

| | Governmental Activities | | | | | |
|---|---|---|---|---|---|---|
| Year | General Obligation Bonds and Notes | Less: Amounts Available in Debt Service Fund | Total | Estimated Actual Taxable Value of Property | Percentage of Total Taxable Value of Property | Per Capita |
| 1999 | $ 473,089 | $ 31,322 | $ 441,767 | $ 16,228,218 | 2.72% | $ 726.41 |
| 2000 | 522,503 | 30,436 | 492,067 | 16,701,225 | 2.95% | 812.57 |
| 2001 | 566,429 | 42,137 | 524,292 | 17,344,251 | 3.02% | 880.41 |
| 2002 | 591,155 | 40,466 | 550,689 | 19,453,830 | 2.83% | 924.04 |
| 2003 | 598,275 | 35,365 | 562,910 | 20,298,387 | 2.77% | 945.68 |
| 2004 | 618,988 | 43,807 | 575,181 | 21,730,754 | 2.65% | 968.45 |
| 2005 | 664,285 | 44,207 | 620,078 | 23,491,774 | 2.64% | 1,046.08 |
| 2006 | 733,327 | 52,284 | 681,043 | 26,256,714 | 2.59% | 1,153.59 |
| 2007 | 669,404 | 56,778 | 612,626 | 30,226,985 | 2.03% | 1,038.01 |
| 2008 | 725,670 | 59,849 | 665,821 | 31,887,192 | 2.09% | 1,126.85 |

| | Business-Type Activities | | | | | |
|---|---|---|---|---|---|---|
| Year | General Obligation Bonds and Notes | Revenue Bonds | State Loans (Revenue Bonds) | Total Primary Government | Percentage of Personal Income (A) | Per Capita (A) |
| 1999 | $ 86,010 | $ 17,560 | $ - | $ 545,337 | 2.14% | $ 896.71 |
| 2000 | 82,737 | 16,773 | - | 591,577 | 2.23% | 976.89 |
| 2001 | 76,954 | 45,124 | - | 646,370 | 2.30% | 1,085.41 |
| 2002 | 68,394 | 44,426 | - | 663,509 | 2.31% | 1,113.35 |
| 2003 | 61,807 | 76,528 | - | 701,245 | 2.41% | 1,178.08 |
| 2004 | 53,943 | 74,690 | - | 703,814 | 2.36% | 1,185.03 |
| 2005 | 46,125 | 71,476 | - | 737,679 | 2.39% | 1,244.47 |
| 2006 | 74,135 | 68,150 | - | 823,328 | 2.53% | 1,394.60 |
| 2007 | 58,936 | 64,711 | 14,369 | 750,642 | 2.20% | 1,271.86 |
| 2008 | 34,970 | 61,170 | 49,653 | 811,614 | not available | 1,373.59 |

*Note:* *Details regarding the city's outstanding debt can be found in the notes to the financial statements and in the Miscellaneous Financial Data Section.*

*(A)* *See Table 13 for personal income and population data*

CITY OF MILWAUKEE

**COMPUTATION OF DIRECT AND OVERLAPPING DEBT**

December 31, 2008

*(Thousands of Dollars)*

Table 10

| Name of Government Unit | Net Debt Outstanding | Percentage Applicable to City of Milwaukee (C) | City of Milwaukee's Share of Debt |
|---|---|---|---|
| **Debt Repaid with property taxes** | | | |
| Direct Debt: | | | |
| City of Milwaukee (A) | $ 689,401 | 100% | $ 689,401 |
| Overlapping Debt: | | | |
| Milwaukee Area Technical College District | 61,627 | 39.05 | 24,065 |
| County of Milwaukee | 440,915 | 47.56 | 209,699 |
| Milwaukee Metropolitan Sewerage Area (B) | 906,721 | 48.64 | 441,029 |
| **Total Direct and Overlapping Debt** | | | **$ 1,364,194** |

*Sources:* *Estimated Actual (Equalized) Values used to estimate applicable percentages provided by the State Supervisor of Assessments. Debt outstanding data provided by each governmental unit.*

*Note:* *Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the city. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City of Milwaukee. This process recognizes that, when considering the government's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.*

*(A)* *Excludes $62,638 of Industrial Revenue Bonds. Includes debt incurred to finance Milwaukee School Board construction.*

*(B)* *Includes $605,576 low interest loan from the State of Wisconsin Clean Water Fund, supported by the full faith and credit of the District.*

(C) *The percentage of overlapping debt applicable is estimated using estimated actual (equalized) property values. Applicable percentages were estimated by determining the portion of the City's equalized value.*

CITY OF MILWAUKEE

**LEGAL DEBT MARGIN INFORMATION**

Last Ten Fiscal Years

*(Thousand of Dollars)*

Table 11

| | Fiscal Year | | | | |
|---|---|---|---|---|---|
| | **1999** | **2000** | **2001** | **2002** | **2003** |
| Debt limit | $ 1,169,086 | $ 1,214,098 | $ 1,361,768 | $ 1,420,887 | $ 1,521,153 |
| Total net debt applicable to limit | 527,777 | 574,804 | 601,246 | 619,083 | 624,717 |
| Legal debt margin | $ 641,309 | $ 639,294 | $ 760,522 | $ 801,804 | $ 896,436 |
| Total net debt applicable to the limit as a percentage of debt limit | 45.14% | 47.34% | 44.15% | 43.57% | 41.07% |

| | Fiscal Year | | | | |
|---|---|---|---|---|---|
| | **2004** | **2005** | **2006** | **2007** | **2008** |
| Debt limit | $ 1,644,424 | $ 1,837,970 | $ 1,837,970 | $ 2,115,889 | $ 2,232,103 |
| Total net debt applicable to limit | 629,124 | 666,203 | 755,178 | 671,562 | 689,401 |
| Legal debt margin | $ 1,015,300 | $ 1,171,767 | $ 1,082,792 | $ 1,444,327 | $ 1,542,702 |
| Total net debt applicable to the limit as a percentage of debt limit | 38.26% | 36.25% | 41.09% | 31.74% | 30.89% |

CITY OF MILWAUKEE

**LEGAL DEBT MARGIN INFORMATION**

Last Ten Fiscal Years

*(Thousand of Dollars)*

Table 11 (continued)

**Legal Debt Margin Calculation for Fiscal Year 2008**

| | | | |
|---|---|---|---|
| Assessed Value | | | $ 29,374,373 |
| Equalized Value | | | 31,887,192 |
| Debt Limit 7% of Equalized Value | | | 2,232,103 |
| Amount of Debt Applicable to Debt Limit: | | | |
| General Obligation bonds | $ 415,634 | | |
| General Obligation notes | 310,037 | | |
| Parking bonds and notes | 10,743 | | |
| Harbor bonds and notes | 3,243 | | |
| Water Works bonds | 17,050 | | |
| Sewer Maintenance bonds and notes | 3,934 | | |
| Water Works revenue bonds | 10,315 | | |
| Sewer revenue bonds | 50,855 | | |
| Total Debt | | $ 821,811 | |
| Deduct: | | | |
| Assets in Debt Service Funds | 71,240 | | |
| Water Works revenue bonds (A) | 10,315 | | |
| Sewer revenue bonds | 50,855 | | |
| Total Deductions | | 132,410 | |
| Total Amount of Debt Applicable to Debt Limit | | | 689,401 |
| Legal Debt Margin | | | $ 1,542,702 |

(A) *The Water Revenue Bonds and Sewer Revenue Bonds are payable only from the income and revenues derived from the operations of the water system and sewer system, respectively. These bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or provision.*

Note: *State Statutes (67.03 and 119.49) limit direct general obligation borrowing in the amount equivalent to 7% of the equalized valuation of taxable property. However, it may be reduced in any year by the amount of any surplus money in the debt service fund. The statutes further provide that within the 7% limitation, borrowing for school construction purposes may not exceed 2% of the equalized valuation and borrowing for general city purposes may not exceed 5% of the equalized valuation. The legal debt margin as of December 31, 2008 was $637,744 for school purposes and $904,958 for general purposes.*

CITY OF MILWAUKEE

**PLEDGED-REVENUE COVERAGE**

LAST TEN YEARS

*(Thousands of Dollars)*

Table 12

| | Water Revenue Bonds | | | | | | |
|---|---|---|---|---|---|---|---|
| | | Debt | Net | | | Total | |
| | Gross | Coverage | Available | Debt Service | | Debt | |
| Year | Revenues | Expenses | Revenue | Principal | Interest | Service | Coverage |
| 1999 | $ 56,556 | $ 41,313 | $ 15,243 | $ - | $ 300 | $ 300 | 50.81 |
| 2000 | 63,188 | 42,046 | 21,142 | 787 | 446 | 1,233 | 17.15 |
| 2001 | 62,328 | 41,824 | 20,504 | 744 | 433 | 1,177 | 17.42 |
| 2002 | 74,245 | 37,948 | 36,297 | 763 | 414 | 1,177 | 30.84 |
| 2003 | 74,161 | 42,072 | 32,089 | 782 | 394 | 1,176 | 27.29 |
| 2004 | 71,546 | 47,884 | 23,662 | 803 | 373 | 1,176 | 20.12 |
| 2005 | 72,661 | 51,953 | 20,708 | 824 | 352 | 1,176 | 17.61 |
| 2006 | 71,149 | 51,365 | 19,784 | 846 | 330 | 1,176 | 16.82 |
| 2007 | 74,211 | 55,514 | 18,697 | 868 | 307 | 1,175 | 15.91 |
| 2008 | 74,207 | 58,960 | 15,247 | 891 | 284 | 1,175 | 12.98 |

| | Sewer Revenue Bonds | | | | | | |
|---|---|---|---|---|---|---|---|
| | | Debt | Net | | | Total | |
| | Gross | Coverage | Available | Debt Service | | Debt | |
| Year | Revenues | Expenses | Revenue | Principal | Interest | Service | Coverage |
| 2001 | $ 18,899 | $ 14,093 | $ 4,806 | $ - | $ 113 | $ 113 | 42.53 |
| 2002 | 28,307 | 15,283 | 13,024 | - | 1,357 | 1,357 | 9.60 |
| 2003 | 32,792 | 14,722 | 18,070 | 1,000 | 1,340 | 2,340 | 7.72 |
| 2004 | 31,279 | 13,557 | 17,722 | 1,035 | 2,827 | 3,862 | 4.59 |
| 2005 | 31,390 | 15,022 | 16,368 | 2,390 | 2,762 | 5,152 | 3.18 |
| 2006 | 34,630 | 14,834 | 19,796 | 2,480 | 2,667 | 5,147 | 3.85 |
| 2007 | 38,170 | 17,747 | 20,423 | 2,570 | 2,575 | 5,145 | 3.97 |
| 2008 | 41,033 | 16,334 | 24,699 | 2,650 | 2,487 | 5,137 | 4.81 |

Note: Water Revenue Bonds issued in 1998. Sewer Revenue bonds issued in 2001.

Details regarding the City's outstanding debt can be found in the notes to the financial statements. Gross revenues include nonoperating interest income. Operating expenses do not include interest, depreciation, or amortization expenses, but does include the transfer for Payment in Lieu of Taxes.

CITY OF MILWAUKEE

**DEMOGRAPHIC AND ECONOMIC STATISTICS,**
LAST TEN CALENDAR YEARS

Table 13

| Year | Population (A) | County of Milwaukee Personal Income (Thousands of Dollars (B) | Per Capita Income (C) | Median Age (D) | School Enrollment (E) | Unemployment Rate (F) |
|---|---|---|---|---|---|---|
| 1999 | 608,150 | 25,533,958 | 27,149 | 30.3 | 105,374 | 4.9% |
| 2000 | 605,572 | 26,520,952 | 28,222 | 30.6 | 103,541 | 5.9 |
| 2001 | 595,508 | 28,125,424 | 29,802 | 30.6 | 103,397 | 7.4 |
| 2002 | 595,958 | 28,737,661 | 30,355 | 30.6 | 103,464 | 8.9 |
| 2003 | 595,245 | 29,139,237 | 30,698 | 30.6 | 103,769 | 7.9 |
| 2004 | 593,920 | 29,863,926 | 31,428 | 30.6 | 102,309 | 6.8 |
| 2005 | 592,765 | 30,715,138 | 32,357 | 30.6 | 100,262 | 6.5 |
| 2006 | 590,370 | 32,460,313 | 34,121 | 30.6 | 97,509 | 6.5 |
| 2007 | 590,190 | 34,107,037 | 35,852 | 30.6 | 87,360 | 6.5 |
| 2008 | 590,870 | Not available | Not available | 36.0 | 85,369 | 7.9 |

*(A)* *The December 31, 1999 through 2008 populations are estimated from the Wisconsin Department of Revenue used in the distribution of State Shared Taxes. 2007 and 2008 is from the Wisconsin Department of Administration estimates. (The population data differs from the Census Bureau.)*

*(B)* *Personal income is from the Regional Economic Information System, Bureau of Economic Analysis, U.S. Department of Commerce. Personal income includes all of Milwaukee County because a substantial portion of the County is made up of the City of Milwaukee.*

*(C)* *Per capita personal income is from the Regional Economic Information System, Bureau of Economic Analysis, U.S. Department of Commerce and includes all of Milwaukee County because a substantial portion of the County is made up of the City of Milwaukee.*

*(D)* *Median age of the population is determined only during a census. These figures represent the data collected by 2000 Regular Census.*

*(E)* *Annual School Census by Board of School Directors. Represents Public Schools only.*

*(F)* *State of Wisconsin, Department of Workforce Development.*

CITY OF MILWAUKEE
**PRINCIPAL EMPLOYERS**
Current Year and Nine Years Ago

Table 14

| | 2008 Estimates (1) | | | 1999 | | |
|---|---|---|---|---|---|---|
| **Employer** | **Employees** | **Rank** | **Percentage of Total Employment** | **Employees** | **Rank** | **Percentage of Total Employment** |
| Aurora Health Care | 25,937 | 1 | 5.53% | 9,832 | 2 | 2.04% |
| U.S. Government (Includes Zablocki V.A. Medical Center) | 11,100 | 2 | 2.37% | 8,108 | 3 | 1.68% |
| Milwaukee Public Schools | 10,690 | 3 | 2.28% | 11,377 | 1 | 2.36% |
| Wheaton Franciscan Healthcare | 9,020 | 4 | 1.92% | | | |
| Roundy's Supermarkets | 8,480 | 5 | 1.81% | | | |
| City of Milwaukee | 7,307 | 6 | 1.56% | 7,730 | 4 | 1.60% |
| Quad Graphics | 7,000 | 7 | 1.49% | | | |
| Kohl's Corp. | 6,900 | 8 | 1.47% | | | |
| GE Healthcare | 6,462 | 9 | 1.38% | | | |
| Wal-Mart Stores | 6,229 | 10 | 1.33% | | | |
| Milwaukee County | | | | 7,350 | 5 | 1.52% |
| Covenant Health Care | | | | 5,823 | 6 | 1.21% |
| Wisconsin Electric Power Company | | | | 5,372 | 7 | 1.11% |
| M&I Marshall & Ilsley | | | | 5,333 | 8 | 1.11% |
| Allen-Bradley (now Rockwell) | | | | 4,073 | 9 | 0.84% |
| Briggs and Stratton | | | | 3,301 | 10 | 0.68% |
| | 99,125 | | 21.14% | 68,299 | | 14.15% |

(1) Reflects full-time equivalent employees.
Note: Data includes all of Milwaukee County.
*Source: The 2009 Business Journal Book of Lists. City from internal records.*

*The 1999 data was from the Department of Administration January 1999 survey. Wisconsin Department of Workforce Development quarterly report of "Employment and Wages".*
*Total employment data (1999=482,505) (2008=468,606) from the State of Wisconsin Workforce Development.*

CITY OF MILWAUKEE Table 15

**CITY GOVERNMENT EMPLOYEES BY FUNCTION/PROGRAMS - ADOPTED BUDGET POSITIONS**

LAST TEN YEARS

| | Adopted budgeted positions for the year | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Functions/Programs** | **1999** | **2000** | **2001** | **2002** | **2003** | **2004** | **2005** | **2006** | **2007** | **2008** |
| General Government | 814 | 803 | 748 | 747 | 727 | 685 | 678 | 673 | 692 | 696 |
| Temporary - Election Commission | 1,321 | 1,711 | 1,338 | 103 | 65 | 103 | 63 | 103 | 29 | 104 |
| Public Safety | | | | | | | | | | |
| Fire | | | | | | | | | | |
| Fire Fighting Force | 1,056 | 1,077 | 1,077 | 1,075 | 1,079 | 1,039 | 1,033 | 1,007 | 1,077 | 1,001 |
| Civilians | 64 | 63 | 66 | 66 | 67 | 64 | 74 | 75 | 75 | 75 |
| Police | | | | | | | | | | |
| Law Enforcement | 2,174 | 2,138 | 2,135 | 2,130 | 2,134 | 2,149 | 2,155 | 2,159 | 2,156 | 2,156 |
| Civilian | 595 | 554 | 546 | 582 | 576 | 563 | 564 | 567 | 613 | 606 |
| School Crossing Guards | 241 | 241 | 241 | 241 | 241 | 241 | 241 | 241 | 241 | 241 |
| Neighborhood Services | 291 | 277 | 280 | 288 | 216 | 223 | 227 | 224 | 228 | 229 |
| Public Works | | | | | | | | | | |
| Administrative Services | 66 | 71 | 73 | 71 | 69 | 64 | 65 | 65 | 64 | 63 |
| Infrastructure Services | 815 | 801 | 786 | 783 | 783 | 728 | 711 | 703 | 698 | 696 |
| Operations | 1,883 | 1,820 | 1,824 | 1,814 | 1,755 | 1,619 | 1,606 | 1,588 | 1,577 | 1,530 |
| Sanitation emergency | 500 | 500 | 500 | 500 | 500 | 250 | - | - | - | - |
| Winter relief | 262 | 262 | 262 | 262 | 237 | 159 | 74 | 66 | 66 | 66 |
| Health | 378 | 374 | 368 | 377 | 367 | 359 | 345 | 326 | 337 | 312 |
| Culture and recreation | 419 | 446 | 447 | 449 | 445 | 409 | 409 | 402 | 398 | 396 |
| Conservation and development | 310 | 300 | 287 | 271 | 325 | 252 | 238 | 236 | 232 | 220 |
| Youth initiative positions | 528 | - | - | - | - | - | - | 25 | 25 | 25 |
| Water | 443 | 412 | 400 | 388 | 382 | 363 | 363 | 355 | 346 | 346 |
| Sewer Maintenance | 190 | 190 | 191 | 193 | 209 | 198 | 198 | 199 | 189 | 179 |
| Parking | 32 | 99 | 125 | 128 | 128 | 128 | 128 | 129 | 128 | 129 |
| Port of Milwaukee | 35 | 35 | 35 | 35 | 34 | 33 | 29 | 30 | 31 | 35 |
| Subtotal | 12,417 | 12,174 | 11,729 | 10,503 | 10,339 | 9,629 | 9,201 | 9,173 | 9,202 | 9,105 |
| Less: General Government Temporary - Election Commission | (1,321) | (1,711) | (1,338) | (103) | (65) | (103) | (63) | (103) | (29) | (104) |
| **Total Budgeted Positions** | **11,096** | **10,463** | **10,391** | **10,400** | **10,274** | **9,526** | **9,138** | **9,070** | **9,173** | **9,001** |

Source: Budget Office. Firefighters and Law Enforcement from Departmental reports.

Note: Beginning in 2004 Fire auxiliary positions were unfunded and therefore excluded. After 2001 temporary poll workers are no longer considered City employees.

CITY OF MILWAUKEE

**OPERATING INDICATORS BY FUNCTIONS/PROGRAMS**

LAST TEN YEARS

Table 16

| Functions/Programs | Operating Indicators 1999 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 |
|---|---|---|---|---|---|---|---|---|---|---|
| General government | | | | | | | | | | |
| Investment portfolio return | 5.20% | 6.14% | 4.12% | 1.70% | 1.20% | 1.50% | 3.00% | 4.78% | 5.09% | 2.74% |
| Courtroom cases | | | | 114,978 | 131,117 | 137,432 | 116,388 | 114,949 | 110,130 | 102,721 |
| Public safety | | | | | | | | | | |
| Police | | | | | | | | | | |
| Dispatched assignments | | | | | | | 292,927 | 297,286 | 286,535 | 266,577 |
| Traffic citations | 138,035 | 100,612 | 132,732 | 141,464 | 146,210 | 108,346 | 98,044 | 93,369 | 95,327 | 120,618 |
| Homicide clearance rates | 81.45% | 80.99% | 83.46% | 78.70% | 79.44% | 80.68% | 71.31% | 71.84% | 83.80% | 92.96% |
| Fire | | | | | | | | | | |
| Number of medical emergency assists | | | | | | | 51,091 | 51,862 | 52,735 | 53,898 |
| Number of fires extinguished | | | | | | | 2,662 | 2,527 | 2,438 | 2,073 |
| Civilian fire deaths | | | | | | | 12 | 16 | 14 | 6 |
| Building Inspection | | | | | | | | | | |
| Complaints reported | 34,291 | 33,443 | 33,985 | 30,096 | 31,479 | 31,284 | 34,078 | 34,431 | 33,576 | 34,161 |
| Orders issued | 26,695 | 33,306 | 42,144 | 41,762 | 44,042 | 44,564 | 55,443 | 54,976 | 52,729 | 51,760 |
| Public Works | | | | | | | | | | |
| Major streets paving (miles) | 6.29 | 6.74 | 11.31 | 4.63 | 6.72 | 3.32 | 5.94 | 7.81 | 4.01 | 13.01 |
| Asphalt patching/pot holes (tons) | 9,350 | 9,409 | 10,360 | 10,500 | 10,459 | 10,236 | 10,014 | 10,344 | 10,560 | 14,900 |
| Refuse tonnage | 298,438 | 302,565 | 323,577 | 314,795 | 322,613 | 335,033 | 317,122 | 312,451 | 292,775 | 310,517 |
| Recycling tonnage | 32,268 | 29,137 | 28,544 | 27,270 | 26,101 | 25,802 | 25,483 | 25,300 | 23,716 | 22,937 |
| Health | | | | | | | | | | |
| Food inspections | 6,454 | 4,805 | 4,920 | 4,622 | 4,420 | 4,113 | 4,889 | 5,153 | 4,972 | 4,721 |
| Immunizations | 30,366 | 29,756 | 26,912 | 23,490 | 18,941 | 15,302 | 22,794 | 27,444 | 26,700 | 30,449 |
| Culture and Recreation | | | | | | | | | | |
| Library hours of operation | 36,229 | 36,229 | 36,229 | 36,229 | 35,842 | 36,552 | 33,339 | 33,218 | 34,302 | 34,372 |
| Collections size | 2,912,934 | 2,969,977 | 3,017,395 | 3,022,382 | 3,062,142 | 3,104,911 | 3,030,281 | 3,018,232 | 2,828,429 | 2,848,244 |
| Public computers | 379 | 449 | 454 | 454 | 474 | 488 | 481 | 495 | 490 | 505 |
| Conservation and Development | | | | | | | | | | |
| Jobs created | 940 | 4,653 | 545 | 514 | 1,193 | 2,037 | 2,466 | 3,494 | 2,354 | 1,073 |
| Jobs retained | 2,488 | 1,813 | 2,203 | 1,925 | 1,321 | 14,108 | 2,775 | 9,182 | 2,092 | 2,103 |
| New housing units | | | | | | | 1,538 | 982 | 1,037 | 196 |
| Water | | | | | | | | | | |
| Millions gallons sold | 41,901 | 41,730 | 40,813 | 39,970 | 36,473 | 37,237 | 38,439 | 35,486 | 35,049 | 34,085 |
| Population served | 846,388 | 833,322 | 831,850 | 831,979 | 830,719 | 833,112 | 852,857 | 849,981 | 858,920 | 857,816 |
| Sewer Maintenance | | | | | | | | | | |
| Sewer service backups | 50 | 76 | 46 | 58 | 59 | 32 | 43 | 40 | 42 | 47 |
| Street flooding complaints | 3,889 | 5,538 | 4,428 | 2,728 | 2,500 | 1,724 | 4,143 | 4,810 | 3,366 | 7,238 |
| Parking | | | | | | | | | | |
| Citations issued | 813,044 | 772,508 | 1,217,168 | 1,075,501 | 1,002,923 | 1,113,620 | 929,714 | 932,346 | 906,423 | 880,859 |
| Vehicle tows | 27,480 | 27,790 | 31,646 | 31,541 | 29,728 | 29,333 | 26,799 | 31,659 | 36,273 | 34,898 |
| Port | | | | | | | | | | |
| Metric tonnage total | 2,528,200 | 2,509,752 | 2,927,447 | 2,724,231 | 2,654,876 | 2,923,364 | 3,424,827 | 3,481,541 | 3,568,929 | 2,931,125 |

Sources: Various city departments

Ten years of data was not available for all operating indicators, but will be accumulated as it becomes available.

CITY OF MILWAUKEE

**CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAMS**

LAST TEN YEARS

Table 17

| Functions/Programs | Year | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 |
| Public safety | | | | | | | | | | |
| Police | | | | | | | | | | |
| Stations | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 8 |
| Lock-up facilities | 6 | 6 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 |
| Patrol vehicles | 496 | 496 | 514 | 495 | 498 | 503 | 482 | 485 | 478 | 521 |
| Patrol motorcycles | 55 | 55 | 57 | 57 | 57 | 59 | 59 | 57 | 57 | 57 |
| Fire Stations | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 |
| Public Works | | | | | | | | | | |
| Streets - paved | 1,415 | 1,417 | 1,418 | 1,418 | 1,418 | 1,418 | 1,418 | 1,418 | 1,418 | 1,418 |
| Streets - unpaved | 16 | 15 | 14 | 14 | 14 | 14 | 15 | 15 | 15 | 15 |
| Alleys | 416 | 415 | 416 | 416 | 416 | 416 | 415 | 415 | 415 | 415 |
| Street lights | 66,692 | 6,692 | 66,419 | 66,861 | 67,065 | 67,294 | 67,427 | 67,742 | 67,447 | 67,709 |
| Alley lights | 8,766 | 8,766 | 8,790 | 8,787 | 8,792 | 8,803 | 8,803 | 8,917 | 8,790 | 8,925 |
| Garbage/snow trucks | 213 | 205 | 205 | 198 | 195 | 199 | 188 | 173 | 172 | 187 |
| Health | | | | | | | | | | |
| Health centers | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 3 | 3 |
| Culture and Recreation | | | | | | | | | | |
| Playgrounds, playfields, tot lots, recreation centers | 277 | 277 | 277 | 277 | 277 | 277 | 277 | 277 | 277 | 277 |
| Libraries | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 |
| Water | | | | | | | | | | |
| Miles of mains | 1,949 | 1,952 | 1,953 | 1,954 | 1,956 | 1,960 | 1,961 | 1,964 | 1,966 | 1,967 |
| Hydrants | 19,554 | 19,594 | 19,623 | 19,730 | 19,734 | 19,758 | 19,754 | 19,780 | 19,632 | 19,824 |
| Million gallons pumped | 47,976 | 45,419 | 44,997 | 46,253 | 46,102 | 44,309 | 44,560 | 41,862 | 41,873 | 40,848 |
| Million gallons consumed | 41,901 | 41,730 | 40,813 | 39,915 | 39,435 | 37,289 | 38,401 | 35,486 | 35,050 | 34,085 |
| Miles of Sewers | | | | | | | | | | |
| Storm | 949 | 950 | 953 | 955 | 956 | 955 | 956 | 956 | 958 | 959 |
| Sanitary | 932 | 932 | 934 | 935 | 934 | 935 | 935 | 935 | 938 | 939 |
| Combined | 547 | 546 | 546 | 547 | 548 | 547 | 548 | 547 | 547 | 547 |
| Parking | | | | | | | | | | |
| Parking lots | 51 | 51 | 51 | 52 | 51 | 51 | 48 | 46 | 45 | 45 |
| Parking structures | 5 | 6 | 6 | 4 | 4 | 4 | 4 | 4 | 5 | 5 |
| Port | | | | | | | | | | |
| Cargo terminals | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 |
| Rental warehouses and buildings | 4 | 4 | 4 | 4 | 4 | 5 | 5 | 5 | 5 | 5 |
| Ferry terminal | | | | | | 1 | 1 | 1 | 1 | 1 |
| Cranes and forklifts | 13 | 13 | 13 | 13 | 11 | 11 | 11 | 10 | 10 | 10 |
| Vessel berths | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 |

Sources: Various city departments

Note: No capital asset indicators are available for the general government function.

City of Milwaukee

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 4, 2009

The Honorable Common Council
City of Milwaukee

Re: 2008 Annual Financial Report

Dear Council Members:

The Comprehensive Annual Financial Report of the City of Milwaukee for the year ended December 31, 2008 is enclosed.

This annual report will be made available on the City of Milwaukee's web page, Comptroller's Department.

Any comments or suggestions you may have to improve this report are appreciated.

Very truly yours,

W. MARTIN MORICS
Comptroller

WMM:CLW
Enclosure

Room 404, City Hall, 200 East Wells Street, Milwaukee, Wisconsin 53202 - 3566 Phone: (414) 286-3321, Fax: (414) 286-3281

**NOTICES SENT TO FOR FILE NUMBER: 090946**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Wally Morics | Comptroller | 12/9/09 | | |
| | | | | |
| | | | | |
| | |

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 090953 **Version:** 0 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 12/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | Resolution authorizing attendance at conventions in 2010 by employees of city departments and board and commission members and further authorizing expenditure of departmental budgeted funds for that purpose. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | CONVENTIONS, SEMINARS | | |
| **Attachments:** | Fiscal note, Cover Letter, Exhibit A 2010 Convention Quota.pdf, Exhibit B 2010 Requests.pdf, Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 12/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/9/2009 | 0 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |



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Number
090953
Version
ORIGINAL
Sponsor
THE CHAIR
Title:
Resolution authorizing attendance at conventions in 2010 by employees of city departments and board and commission members and further authorizing expenditure of departmental budgeted funds for that purpose.

Body:
Whereas, funding for convention travel for city employees and board and commission members has been included in the 2010 Budget in the operating accounts of those departments, boards, and commissions; and

Whereas, This resolution is in accordance with travel regulations and procedures in Authorized Travel Regulations and Procedures Ordinance (Section 350-181) of the Milwaukee Code of Ordinances; be it

Resolved, by the Common Council of the City of Milwaukee, that the guidelines for convention attendance by employees of city departments and board and commission members, as listed in Exhibit A attached to this resolution, is hereby authorized; and, be it

Further Resolved, that attendance at conventions in 2010 as listed on Exhibit B attached to this resolution is hereby authorized; and, be it

Further Resolved, that attendance at conventions by employees of city departments and board and commission members in addition to those listed on Exhibit B shall require approval by the Common Council of the City of Milwaukee in accordance with Section 350-181 of the Milwaukee Code of Ordinances; and, be it

Further Resolved, That the funds for attendance at these conventions is provided from the operating accounts of the departments, boards, and commissions requesting attendance; and, be it

Further Resolved, That the dollar amount shown for each authorized convention listed in Exhibit A is an estimate of the convention attendance expenses and is included to facilitate the necessary dollar advances for such purposes; and, be it

Further Resolved, That actual city payment (or reimbursement) for convention expenses incurred and reported by the convention attendee, reporting requirements, control procedures, etc., shall be in accordance with Section 350-181 of the Milwaukee Code of Ordinances.

Drafter:
Budget and Management Division/finance/convention/2010/10 conv resolution
12/1/09



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CC-170 (REV. 6/86)

# CITY OF MILWAUKEE FISCAL NOTE

**A) DATE** December 5, 2009 **FILE NUMBER:** 090953

Original Fiscal Note [X] Substitute [ ]

**SUBJECT:** Resolution authorizing attendance at conventions in 2010 by employees of city departments and board and commission members and further authorizing expenditure of departmental budgeted funds for that purpose.

**B) SUBMITTED BY (Name/title/dept./ext.):** Eric C. Pearson/Budget & Policy Manager/DOA-BMD/8554

**C) CHECK ONE:**

- [X] 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:**

- [X] 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:** | Convention and Travel Expenses | Various Dept. 006300 accounts | $69,648 | | |
| **TOTALS** | | | $69,648 | | |

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

| | | |
|---|---|---|
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |

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

**H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE: Registration fee, airfare, hotel cost, and per diem.**

Per Diem = $50 per person for each day of convention plus an additional $50. Estimates for other costs (registration fees, hotel costs, airfare and travel costs) submitted by departments.

**PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE** [ ]

November 13, 2009

Ref: 10005

Common Council
City of Milwaukee

Subject: Introduction of Resolution Authorizing Attendance at Conventions in 2010 by Employees of City Departments and Board and Commission Members and Further Authorizing Expenditure of Departmental Budgeted Funds for that Purpose

Dear Honorable Members:

We are submitting the attached resolution for introduction at the December 1, 2009, Common Council meeting. We are requesting the file to be introduced by title at this time and will provide the detailed resolution and fiscal note for this purpose at a later date.

Respectfully submitted,

Mark Nicolini
Budget and Management Director

ECP:dmr
Attachment

Finance/Convention/2010/10 Conv Title Only Ltr.doc

# Exhibit A

## 2011-2013 CONVENTION ATTENDANCE

(See Milwaukee Code Section 350-181 3-a-3)

| DEPARTMENT | 2011 GUIDELINES | 2012 GUIDELINES | 2013 GUIDELINES |
|---|---|---|---|
| Administration, Department of | 2 | 2 | 2 |
| Assessor's Office | 1 | 1 | 1 |
| Attorney, City | 2 | 2 | 2 |
| Attorney, City (Staff) | 1 | 1 | 1 |
| City Development, Department of | 2 | 2 | 2 |
| Common Council City Clerk | 2 | 2 | 2 |
| Comptroller | 2 | 2 | 2 |
| Comptroller (Staff) | 1 | 1 | 1 |
| Election Commission | 1 | 1 | 1 |
| Employee Relations, Department of | 2 | 2 | 2 |
| Employees' Retirement System | 1 | 1 | 1 |
| Fire Department | 2 | 2 | 2 |
| Fire and Police Commission | 1(b) | 1(b) | 1(b) |
| Health Department | 2 | 2 | 2 |
| Library | 1 | 1 | 1 |
| Mayor's Office | 1 | 1 | 1 |
| Municipal Court | 1 | 1 | 1 |
| Neighborhood Services | 1 | 1 | 1 |
| Police Department | 3 | 3 | 3 |
| Port of Milwaukee | 1 | 1 | 1 |
| Public Works, Department of | 8(a) | 8(a) | 8(a) |
| Treasurer, City | 2 | 2 | 2 |
| Treasurer, City (Staff) | 1 | 1 | 1 |
| **BOARD OF COMMISSION MEMBERS** | | | |
| City Service Commission | 1 | 0 | 1 |
| Fire and Police Commission | 0 | 1 | 0 |
| Harbor Commission | 1 | 0 | 1 |
| Library Board | 0 | 1 | 0 |
| Zoning Appeals, Board of | 1 | 0 | 1 |
| City Plan Commission | 0 | 1 | 0 |
| Historic Preservation Commission | 1 | 0 | 1 |
| Milwaukee Arts Board | 0 | 1 | 0 |
| Annuity and Pension Board | 1 | 1 | 1 |
| | **46** | **46** | **46** |

(a) Two conventions paid for from Water Department funds.

(b) One convention to be attended by staff or commissioner at the discretion of the department.

DOA Budget and Management Division
November 2010
finance/convention/2010/Exhibit A 2010 ConventionQuota

**Exhibit B**
**2010 Convention Attendance Requests**

| Dept/Number of Persons/Convention/Location/Date | Total Estimated Amount Required |
|---|---|
| **Assessor** | |
| City Assessor | |
| International Association of Assessing Officers | |
| Orlando, FL August 29 to September 1 | $1,750 |
| **City Attorney** | |
| City Attorney | |
| International Municipal Lawyers Association Annual Conference | |
| San Francisco, CA October 10 to October 13 | $2,000 |
| **City Attorney** | |
| Deputy City Attorney | |
| International Municipal Lawyers Association Annual Conference | |
| San Francisco, CA October 10 to October 13 | $2,000 |
| **City Attorney** | |
| City Attorney | |
| American Bar Association Mid-Year Meeting | |
| San Francisco, CA August 5 to August 10 | $2,350 |
| **Common Council City Clerk** | |
| City Clerk or Deputy City Clerk | |
| International Institute of Municipal Clerks | |
| Reno-Tahoe, NV May 23 to May 27 | $2,245 |
| **Common Council City Clerk** | |
| Public Relations Supervisor | |
| NAGC Conference and Communications School | |
| Bethseda, Washington D.C. May 17 to May 19 | $2,000 |
| **Comptroller's Office** | |
| Comptroller | |
| Government Finance Officer Association | |
| Atlanta, GA June 6 to June 9 | $1,975 |
| **Comptroller's Office** | |
| Deputy Comptroller | |
| Government Finance Officer Association | |
| Atlanta, GA June 6 to June 9 | $1,975 |
| **Department of City Development** | |
| Neighborhood Business Development Manager | |
| RECON: Global Retail Real Estate Convention | |
| Las Vegas, NV May 23 to May 25 | $1,425 |
| **Department of Employee Relations** | |
| Employee Relations Director | |
| IPMA Conference | |
| Seattle, WA June 7 to June 10 | $1,250 |

| Dept/Number of Persons/Convention/Location/Date | Total Estimated Amount Required |
|---|---|
| **Department of Employee Relations** | |
| Labor Negotiator | |
| NPELRA's 39th Annual Training Conference | |
| New Orleans, LA April 25 to April 28 | $1,627 |
| **Department of Public Works** | |
| Commissioner of Public Works | |
| American Public Works Association | |
| Boston, MA August 15 to August 18 | $1,950 |
| **Department of Public Works** | |
| Commissioner of Public Works | |
| North American Snow Conference | |
| Omaha, NE April 18 to April 21 | $1,500 |
| **Department of Public Works** | |
| Director of Operations | |
| World Congress 2010 Downtown Association | |
| London, England June 16 to June 19 | $2,650 |
| **Department of Public Works** | |
| Civil Engineer V | |
| ASCE 140th Annual Civil Engineering | |
| Las Vegas, NV October 20 to October 22 | $1,850 |
| **Department of Public Works** | |
| Administrative Services Director | |
| International Parking Institute Expo | |
| Las Vegas, NV May 10 to May 13 | $1,843 |
| **Department of Public Works** | |
| City Engineer | |
| International Public Works Congress | |
| Boston, MA August 15 to August 18 | $1,850 |
| **Department of Public Works** | |
| Buildings and Fleet Superintendent | |
| American Public Works Association | |
| Boston, MA August 15 to August 18 | $1,915 |
| **Fire and Police Commission** | |
| Executive Director | |
| National Association for Civilian Oversight of Law Enforcement | |
| Seattle, WA September 15 to September 19 | $1,390 |
| **Fire Department** | |
| Acting Fire Chief | |
| Wisconsin State Fire Chiefs Association | |
| La Crosse, WI June 24 to June 27 | $1,210 |

| Dept/Number of Persons/Convention/Location/Date | Total Estimated Amount Required |
|---|---|
| **Fire Department** | |
| Acting Fire Chief | |
| Metropolitan Fire Chiefs Conference | |
| Memphis, TN May 14 to May 20 | $2,153 |
| **Health Department** | |
| Commissioner of Health | |
| American Public Health Association | |
| Denver, CO November 6 to November 10 | $2,200 |
| **Milwaukee Public Library** | |
| Library Branch Manager - Washington Park Library | |
| Public Library Association Conference | |
| Portland, OR March 23 to March 27 | $1,695 |
| **Milwaukee Public Library** | |
| Librarian III - Bay View Library | |
| Public Library Association Conference | |
| Portland, OR March 23 to March 27 | $1,695 |
| **Neighborhood Services** | |
| DNS Commissioner | |
| American Association of Code Enforcement | |
| Glendale, AZ November 3 to November 5 | $1,870 |
| **Neighborhood Services** | |
| DNS Commissioner | |
| International Code Council | |
| Charlotte, NC October 25 to October 28 | $1,920 |
| **Police Department** | |
| Chief of Police | |
| International Association of Chiefs of Police | |
| Orlando, FL October 23 to October 27 | $1,850 |
| **Police Department** | |
| Chief of Police | |
| Major Cities Chiefs Conference | |
| To Be Determined | $1,100 |
| **Police Department** | |
| Chief of Police | |
| Police Executive Research Forum | |
| To Be Determined | $1,000 |
| **Port of Milwaukee** | |
| Port Marketing Manager and Trade Development Representative | |
| Windpower 2010 Conference & Exhibition | |
| Dallas, TX May 23 to May 26 | $8,090 |

| Dept/Number of Persons/Convention/Location/Date | Total Estimated Amount Required |
|---|---|
| **Port of Milwaukee** | |
| Port Director and Marketing Manager<br>Breakbulk Transportation<br>Houston, TX October 12 to October 14 | $3,700 |
| **City Treasurer** | |
| City Treasurer<br>Government Investment Officers Associations<br>Atlanta, GA June 6 to June 9 | $1,720 |
| **City Treasurer** | |
| Deputy City Treasurer<br>Association of Public Treasurers<br>Charleston, SC July 25 to July 28 | $1,710 |
| **City Treasurer** | |
| City Treasurer<br>Association of Financial Professionals<br>San Antonio, TX November 7 to November 10 | $2,190 |
| **Total** | **$69,648** |

**NOTICES SENT TO FOR FILE NUMBER: 090953**
**Finance & Personnel Committee**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Mark Nicolini | Budget & Management Div. | 12/9/09 | | |
| Eric Pearson | Budget & Management Div. | 12/9/09 | | |
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# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 090734 **Version:** 1 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 10/13/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |

**Title:** Substitute resolution authorizing city departments to expend monies appropriated in the 2010 city budget for Special Purpose Accounts, Debt Service Fund, Provisions for Employes' Retirement Fund, Delinquent Tax Fund, Common Council Contingent Fund, Grant and Aid Fund, and Special Capital Projects or Purposes.

**Sponsors:** THE CHAIR

**Indexes:** BUDGET, CONTINGENT FUND, DEBT SERVICE FUNDS, EMPLOYES RETIREMENT SYSTEM

**Attachments:** Fiscal Note, Cover Letter, Revised Exhibit A, Exhibit A

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 10/13/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/1/2009 | 1 | CITY CLERK | DRAFT SUBMITTED | | |
| 12/9/2009 | 1 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |



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Number
090734
Version
Substitute 1
Reference

Sponsor
CHAIR
Title
Substitute resolution authorizing city departments to expend monies appropriated in the 2010 city budget for Special Purpose Accounts, Debt Service Fund, Provisions for Employes' Retirement Fund, Delinquent Tax Fund, Common Council Contingent Fund, Grant and Aid Fund, and Special Capital Projects or Purposes.
Analysis
Adoption of this resolution is required to authorize expenditures from these accounts in 2010.
Body
Whereas, Section 65.06(6)(b) of the Wisconsin Statutes (1981-1982) states: "The Common Council at any time after the adoption of the budget may, by resolution adopted by a majority vote of the members thereof direct the proper officers of any department to expend such sum or sums of money as are specially appropriated out of any specific fund under its control for any of the several purposes enumerated therein. The adoption of such resolution shall be the authority for such department to proceed and expend such specified sum for the purpose as directed therein"; and,

Whereas, That the amounts included in Exhibit A attached to Common Council File No. 090734 be appropriated from the 2010 Budget for Special Purpose Accounts, Debt Service Fund, Provision for Employes' Retirement Fund, Delinquent Tax Fund, Common Council Contingent Fund, Grant and Aid Fund, and Special Capital Projects for the purposes as specified and that departments be authorized to expend the appropriated moneys, be it

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 Comptroller is hereby authorized to transfer $13,070,000 from the Tax Stabilization Fund as specified in the 2010 Budget; and, be it

Further Resolved, By the Common Council of the City of Milwaukee, that the 2010 Special Purpose Accounts and amounts assigned and authorized for expenditure to specified departments in this resolution shall be deemed to have been appropriated to the assigned department for the specific municipal public purpose intended in the budget, and for no other departmental purpose; and, be it

Further Resolved, That such Special Purpose Accounts shall therefore be deemed eligible for carryover under the provision of Section 65.07(1)(p) Wisconsin Statutes; and, be it

Further Resolved, That the Treasurer is hereby authorized to expend moneys from the Remission of Taxes Fund to remit taxes levied in error and corrected by the Assessment Commissioner as provided in Section 70.43 of the Wisconsin Statutes; and, be it



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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: 2010 BF, 7-E; ECP:
November 28, 2009
FINANCE: 090734R.RTF



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CC-170 (REV. 6/86)

# CITY OF MILWAUKEE FISCAL NOTE

**A) DATE** December 5, 2009 **FILE NUMBER:** 090734

Original Fiscal Note [X] Substitute [ ]

**SUBJECT:** Resolution authorizing city departments to expend moneys appropriated in the 2010 budget for Special Purpose Accounts, Debt Service Fund, Provision for Employes' Retirement Fund, Delinquent Tax Fund, Common Council Contingent Fund, Grant and Aid Fund, and Special Capital Projects or Purposes

**B) SUBMITTED BY (Name/title/dept./ext.):** Eric C. Pearson, Budget and Policy Manager, DOA,-Budget and Management Division, x8554

**C) CHECK ONE:**

- [X] 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)
- [X] CAPITAL PROJECTS FUND (CPF)
- [ ] PERM. IMPROVEMENT FUNDS (PIF)
- [X] OTHER (SPECIFY) Debt Service, Employes' Retirement, Delinquent Tax
- [X] CONTINGENT FUND (CF)
- [X] SPECIAL PURPOSE ACCOUNTS (SPA)
- [X] GRANT & AID ACCOUNTS (G & AA)

| E) PURPOSE | SPECIFY TYPE/USE | ACCOUNT | EXPENDITURE | REVENUE | SAVINGS |
|---|---|---|---|---|---|
| **SALARIES/WAGES:** | | | | | |
| | | | | | |
| | | | | | |
| **SUPPLIES:** | | | | | |
| | | | | | |
| **MATERIALS:** | | | | | |
| | | | | | |
| **NEW EQUIPMENT:** | | | | | |
| | | | | | |
| **EQUIPMENT REPAIR:** | | | | | |
| | | | | | |
| **OTHER:** | Various Special Purpose Accounts and | Various | $657,776,747 | | |
| | Other Special Funds | | | | |
| | | | | | |
| **TOTALS** | | | $657,776,747 | | |

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

| | | |
|---|---|---|
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |

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

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

**PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE** [ ]

City of Milwaukee

**Department of Administration**
**Budget and Policy Division**

**Tom Barrett**
Mayor

**Sharon Robinson**
Administration Director

**Mark Nicolini**
Budget and Management Director

September 23, 2009

Ref: 10 BF-7E

Common Council
City of Milwaukee

Subject: Introduction of Resolution Authorizing City Departments to Expend Monies Appropriated for Special Purpose Accounts, Debt Service Fund, Provisions for Employes' Retirement Fund, Delinquent Tax Fund, Common Council Contingent Fund, Grant and Aid Fund, and Special Capital Projects or Purposes

Dear Honorable Members:

We are submitting the attached resolution for introduction at the October 13, 2009, Common Council meeting.

Respectfully submitted,

Mark Nicolini

Mark Nicolini
Budget and Management Director

EP:dmr
Attachment

10budget/2010budgetresolutions/10spatitleonly

**EXHIBIT A**
**TO COMMON COUNCIL FILE NO. 090734**

| Account Number/Account Title | 2010 Budget Amount | Approp. to the Assigned Department |
|---|---|---|
| **Special Purpose Accounts** | | |
| 0001-1650-0001-S104-006300<br>Alternative Transportation for City Employees | $125,000 | DER |
| 0001-2110-0001-S105-006300<br>Annual Payment to DNR | 7,100 | Comptroller |
| 0001-1310-0001-S106-006300<br>Audit Fund | 354,000 | City Clerk |
| 0001-2110-0001-S108-006300<br>Boards and Comm. Reimbursement Expense | 20,000 | Comptroller |
| 0001-1310-0001-S107-006300<br>Board of Ethics | 32,000 | City Clerk |
| 0001-2110-0001-S111-006300<br>Care of Prisoners Fund | 71,600 | Comptroller |
| 0001-1490-0001-S113-006300<br>City Attorney Collection Contract | 1,000,000 | City Attorney |
| 0001-1320-0001-S116-006300<br>Clerk of Court Witness Fees Fund | 9,000 | Municipal Court |
| 0001-1510-0001-S219-006300<br>Complete Count | 50,000 | DOA |
| 0001-2110-0001-D001-006300<br>Contribution Fund | 2,400,000 | Resolution |
| 0001-1490-0001-S118-006300<br>Damages and Claims Fund | 1,375,000 | City Attorney |
| 0001-1320-0001-S214-06300<br>Drivers Licensure and Employment Project | 50,000 | Municipal Court |
| 0001-1510-0001-S199-06300<br>E-Government Payment Systems | 60,000 | DOA |
| 0001-1510-0001-S207-06300<br>E-Civis Grants Locator | 26,741 | DOA |
| 0001-1310-0001-S123-006300<br>Economic Development Committee Fund | 20,000 | City Clerk |
| 0001-1650-0001-S124-006300 | | |

| Account Number/Account Title | 2009 Budget Amount | Approp. to the Assigned Department |
|---|---|---|
| Employee Training Fund | 20,000 | DER |
| 0001-2110-0001-S133-006100<br>Firemen's Relief Fund | 140,000 | Comptroller |
| 0001-1650-0001-S134-006300<br>Flexible Spending Account | 45,000 | DER |
| 0001-3600-0001-S137-006300<br>Graffiti Abatement Fund | 170,000 | DNS |
| 0001-4500-0001-S139-006100<br>Group Life Insurance Premium | 2,510,000 | ERS |
| 0001-1490-0001-S143-006300<br>Insurance Fund | 229,504 | City Attorney |
| 0001-1910-0001-S209-006300<br>Land Management | 200,000 | DCD |
| 0001-1650-0001-S145-006100<br>Long Term Disability Insurance | 800,000 | DER |
| 0001-2110-0001-S146-006300<br>Low Interest Mortgage Program | 1,000 | Comptroller |
| 0001-3600-0001-S147-006300<br>Maintenance of Essential Utility Services<br>Residential Real Property | 75,000 | DNS |
| 0001-1510-0001-S217-006300<br>Milwaukee Energy Efficiency Project (Me2) – Pass Through | 1,000,000 | DOA |
| 0001-1510-0001-S217-006300<br>Less Cost Recovery from Me2 Project | -999,999 | DOA |
| 0001-1310-0001-S148-006300<br>Memberships, City | 126,215 | City Clerk |
| 0001-1910-0001-S151-006300<br>Milwaukee Arts Board Projects | 160,000 | DCD |
| 0001-1910-0001-S150-006300<br>Milwaukee Fourth of July Commission | 95,000 | DCD |
| 0001-1320-0001-S155-006300<br>Municipal Court Intervention Program | 425,320 | Municipal Court |
| 0001-1490-0001-S218-006300<br>Nuisance Abatement Fund | 25,000 | City Attorney |
| 0001-1490-0001-S157-006300<br>Outside Counsel/Expert Witness Fund | 430,000 | City Attorney |
| 0001-3600-0001-S162-006300<br>Razing &Vacant Building Protection Fund | 1,050,000 | DNS |

| Account Number/Account Title | 2009 Budget Amount | Approp. to the Assigned Department |
|---|---|---|
| 0001-9990-0001-S183-006300<br>Reimbursable Services Advance Fund | 50,000,001 | Resolution |
| 0001-9990-0001-S183-006300<br>Less Recovery From Reimb. Operations | -50,000,000 | Resolution |
| 0001-9990-0001-S163-006300<br>Remission of Taxes Fund | 750,000 | Resolution |
| 0001-2110-0001-S164-006000<br>Reserve for 27th Payroll | 1,440,000 | Comptroller |
| 0001-4500-0001-S165-006100<br>Retirees Benefit Adjustment Fund | 186,000 | ERS |
| 0001-2110-0001-S152-006300<br>MMSD Sewer User Charge Pass Through | 51,793,850 | Comptroller |
| 0001-2110-0001-S152-006300<br>Less Cost Recovery from Sewer User Charge | -51,793,849 | Comptroller |
| 0001-1650-0001-S171-006300<br>Tuition Reimbursement Fund | 780,000 | DER |
| 0001-1650-0001-S172-006100<br>Unemployment Compensation Fund | 1,015,000 | DER |
| 0001-2110-0001-S174-006000<br>Wages Supplement Fund | 5,380,000 | Comptroller/DOA |
| **Special Purpose Accounts Miscellaneous Total** | **$21,653,483** | |
| **Worker's Compensation** | | |
| 0001-1650-0001-S176-006100<br>Workers' Compensation Fund | $14,883,000 | DER |
| **Worker's Compensation Total** | **$14,883,000** | |
| **Employee Health Care Benefits** | | |
| 0001-1650-0001-S114-006100<br>Claims | $22,000,000 | DER |
| 0001-1650-0001-S140-006100<br>Health Maintenance Organizations (HMOs) | 91,461,000 | DER |
| 0001-1650-0001-S121-006100<br>Dental Insurance | 2,200,000 | DER |
| 0001-1650-0001-S101-006100<br>Administration Expense | 3,981,500 | DER |

| Account Number/Account Title | 2009 Budget Amount | Approp. to the Assigned Department |
|---|---|---|
| **Employee Health Care Benefits Total** | **$119,642,500** | |
| **Board of Zoning Appeals** | | |
| 0001-0960-0001-R999-006XXX | $286,948 | BOZA |
| **Special Purpose Accounts Total** | **$156,465,931** | |
| **Provisions for Employes' Retirement** | | |
| **Firemen's Pension Fund** | | |
| 0001-2210-0001-R431-006100<br>Employer's Pension Contribution | $71,000 | Treasurer |
| 0001-1510-0001-R432-006100<br>Lump-Sum Supplement Contribution | 150,000 | DOA |
| **Policemen's Pension Fund** | | |
| 0001-2210-0001-R441-006100<br>Employer's Pension Contribution | $329,672 | Treasurer |
| **Employes' Retirement Fund** | | |
| 0001-2210-0001-R454-006100<br>Employer's Pension Contribution | $49,100,000 | Treasurer |
| 0001-2110-0001-R455-006100<br>Employer's Share of Employee's Annuity Contribution | $16,791,142 | Comptroller |
| 0001-4500-0001-RXXX-006XXX<br>Administration | 24,191,584 | ERS |
| 0001-9990-0001-R460-006100<br>Annuity Contribution – Employers' Reserve Fund | 7,000,000 | Comptroller |
| **Social Security Fund** | | |
| 0001-4500-0001-R453-006100<br>Social Security Tax | $17,172,448 | ERS |
| **Former Town of Lake Firemen's Pension Fund** | | |
| 0001-4500-0001-R452-006100<br>Employer's Pension Contribution | $7,300 | ERS |
| **Deferred Compensation Plan** | | |
| 0001-0950-0001-RXXX-006XXX | $1,558,787 | Deferred Compensation |

| Account Number/Account Title | 2009 Budget Amount | Approp. to the Assigned Department |
|---|---|---|
| **Provision for Employes' Retirement Total** | **$116,371,933** | |
| **Special Capital Projects or Purposes** | | |
| 0306-9990-0001-R999-SP032100100<br>Grant & Aid-Grantor Share-<br>Non City Cash | $8,000,000 | Resolution |
| 0306-9990-0001-R999-SP032100102<br>Grant & Aid-Out of Pocket City Share | 300,000 | Resolution |
| 0306-1910-0001-R999-SP150100000<br>Municipal Art Fund | 0 | DCD |
| 0339-9990-0001-R999-UR04410000A<br>Housing Trust Fund | 400,000 | DOA |
| 0321-9990-0001-R999-BU110100300<br>Unified Call Center CRM | 950,000 | Resolution |
| 0306-1310-0001-R999-SP151100000<br>Capital Improvements Committee | 85,000 | City Clerk |
| 0321-9990-0001-R999- BU110100100<br>Transfer to Debt Service | 3,300,000 | DOA |
| 0321-9990-0001-R999- BU110100200<br>Transfer to General Fund | 3,300,000 | DOA |
| **Special Capital Projects or Purposes Total** | **$16,335,000** | |
| **Debt Service Fund** | | |
| 0210-XXXX-XXXX-XXXX-XXXXXX<br>Bonded Debt (Principal & Interest) | $287,485,939 | Comptroller |
| 0001-9990-0001-C001-006300<br>Common Council Contingent Fund | 5,000,000 | Resolution |
| 0150-9990-0001-R999-GR0001000000<br>Grant and Aid Fund<br>Grantor Share (Non-City) | 76,117,944 | Resolution |

SPAS/2010/Exhibit A Final 2010

**EXHIBIT A**
**TO COMMON COUNCIL FILE NO. 090734**

| Account Number/Account Title | 2010 Budget Amount | Approp. to the Assigned Department |
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| **Special Purpose Accounts** | | |
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| 0001-2110-0001-S105-006300<br>Annual Payment to DNR | 7,100 | Comptroller |
| 0001-1310-0001-S106-006300<br>Audit Fund | 354,000 | City Clerk |
| 0001-2110-0001-S108-006300<br>Boards and Comm. Reimbursement Expense | 20,000 | Comptroller |
| 0001-1310-0001-S107-006300<br>Board of Ethics | 32,000 | City Clerk |
| 0001-2110-0001-S111-006300<br>Care of Prisoners Fund | 71,600 | Comptroller |
| 0001-1490-0001-S113-006300<br>City Attorney Collection Contract | 1,000,000 | City Attorney |
| 0001-1320-0001-S116-006300<br>Clerk of Court Witness Fees Fund | 9,000 | Municipal Court |
| 0001-1510-0001-S219-006300<br>Complete Count | 50,000 | DOA |
| 0001-2110-0001-D001-006300<br>Contribution Fund | 2,400,000 | Resolution |
| 0001-1490-0001-S118-006300<br>Damages and Claims Fund | 1,375,000 | City Attorney |
| 0001-1320-0001-S214-06300<br>Drivers Licensure and Employment Project | 50,000 | Municipal Court |
| 0001-1510-0001-S199-06300<br>E-Government Payment Systems | 60,000 | DOA |
| 0001-1510-0001-S207-06300<br>E-Civis Grants Locator | 26,741 | DOA |
| 0001-1310-0001-S123-006300<br>Economic Development Committee Fund | 20,000 | City Clerk |
| 0001-1650-0001-S124-006300 | | |

| Account Number/Account Title | 2009 Budget Amount | Approp. to the Assigned Department |
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| Employee Training Fund | 20,000 | DER |
| 0001-2110-0001-S133-006100<br>Firemen's Relief Fund | 140,000 | Comptroller |
| 0001-1650-0001-S134-006300<br>Flexible Spending Account | 45,000 | DER |
| 0001-3600-0001-S137-006300<br>Graffiti Abatement Fund | 170,000 | DNS |
| 0001-4500-0001-S139-006100<br>Group Life Insurance Premium | 2,510,000 | ERS |
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| 0001-2110-0001-S146-006300<br>Low Interest Mortgage Program | 1,000 | Comptroller |
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| 0001-1510-0001-S217-006300<br>Less Cost Recovery from Me2 Project | -999,999 | DOA |
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| 0001-1910-0001-S150-006300<br>Milwaukee Fourth of July Commission | 95,000 | DCD |
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| 0001-2110-0001-S174-006000<br>Wages Supplement Fund | 5,380,000 | Comptroller/DOA |
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| **Worker's Compensation** | | |
| 0001-1650-0001-S176-006100<br>Workers' Compensation Fund | $14,883,000 | DER |
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| 0001-1650-0001-S140-006100<br>Health Maintenance Organizations (HMOs) | 91,461,000 | DER |
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| Account Number/Account Title | 2009 Budget Amount | Approp. to the Assigned Department |
|---|---|---|
| **Employee Health Care Benefits Total** | **$119,642,500** | |
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| 0001-0960-0001-R999-006XXX | $286,948 | BOZA |
| **Special Purpose Accounts Total** | **$156,465,931** | |
| **Provisions for Employes' Retirement** | | |
| **Firemen's Pension Fund** | | |
| 0001-2210-0001-R431-006100<br>Employer's Pension Contribution | $71,000 | Treasurer |
| 0001-1510-0001-R432-006100<br>Lump-Sum Supplement Contribution | 150,000 | DOA |
| **Policemen's Pension Fund** | | |
| 0001-2210-0001-R441-006100<br>Employer's Pension Contribution | $329,672 | Treasurer |
| **Employes' Retirement Fund** | | |
| 0001-2210-0001-R454-006100<br>Employer's Pension Contribution | $49,100,000 | Treasurer |
| 0001-2110-0001-R455-006100<br>Employer's Share of Employee's Annuity Contribution | $16,791,142 | Comptroller |
| 0001-4500-0001-RXXX-006XXX<br>Administration | 24,191,584 | ERS |
| 0001-9990-0001-R460-006100<br>Annuity Contribution – Employers' Reserve Fund | 7,000,000 | Comptroller |
| **Social Security Fund** | | |
| 0001-4500-0001-R453-006100<br>Social Security Tax | $17,172,448 | ERS |
| **Former Town of Lake Firemen's Pension Fund** | | |
| 0001-4500-0001-R452-006100<br>Employer's Pension Contribution | $7,300 | ERS |
| **Deferred Compensation Plan** | | |
| 0001-0950-0001-RXXX-006XXX | $1,558,787 | Deferred Compensation |

| Account Number/Account Title | 2009 Budget Amount | Approp. to the Assigned Department |
|---|---|---|
| **Provision for Employes' Retirement Total** | **$116,371,933** | |
| **Special Capital Projects or Purposes** | | |
| 0306-9990-0001-R999-SP032100100<br>Grant & Aid-Grantor Share-<br>Non City Cash | $8,000,000 | Resolution |
| 0306-9990-0001-R999-SP032100102<br>Grant & Aid-Out of Pocket City Share | 300,000 | Resolution |
| 0306-1910-0001-R999-SP150100000<br>Municipal Art Fund | 0 | DCD |
| 0339-9990-0001-R999-UR04410000A<br>Housing Trust Fund | 400,000 | DOA |
| 0321-9990-0001-R999-BU110100300<br>Unified Call Center CRM | 950,000 | DOA |
| 0306-1310-0001-R999-SP151100000<br>Capital Improvements Committee | 85,000 | City Clerk |
| 0321-9990-0001-R999- BU110100100<br>Transfer to Debt Service | 3,300,000 | DOA |
| 0321-9990-0001-R999- BU110100200<br>Transfer to General Fund | 3,300,000 | DOA |
| **Special Capital Projects or Purposes Total** | **$16,335,000** | |
| **Debt Service Fund** | | |
| 0210-XXXX-XXXX-XXXX-XXXXXX<br>Bonded Debt (Principal & Interest) | $287,485,939 | Comptroller |
| 0001-9990-0001-C001-006300<br>Common Council Contingent Fund | 5,000,000 | Resolution |
| 0150-9990-0001-R999-GR0001000000<br>Grant and Aid Fund<br>Grantor Share (Non-City) | 76,117,944 | Resolution |

# City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

## Master With Text

### File Number: 090861

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 090861 | **Type:** | Ordinance | **Status:** | In Committee |
| **Version:** | 1 | **Reference:** | 090458 | **Controlling Body:** | FINANCE & PERSONNEL COMMITTEE |
| **Requester:** | | **Cost:** | | **File Created:** | 11/03/2009 |
| **File Name:** | | | | **Final Action:** | |

**Title:** A substitute ordinance to further amend the 2010 offices and positions in the City Service.

**Notes:** See files 090871, 090983, 091001, 091002, 091003, 091004, 091006, 091007, 091008, 091010, 091011, 091012 and 091106 for attachments.

| | | | |
|---|---|---|---|
| **Code Sections:** | | **Agenda Date:** | |
| **Indexes:** | POSITIONS ORDINANCE | **Agenda Number:** | |
| **Sponsors:** | THE CHAIR | **Enactment Date:** | |
| **Attachments:** | 12-2-09 Admin. Positions Ord. change submitted by Dept of Employee Relations | **Enactment Number:** | |
| **Drafter:** | tjm | **Effective Date:** | |
| **Contact:** | | **Extra Date 2:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 0 | COMMON COUNCIL | 11/03/2009 | ASSIGNED TO | FINANCE & PERSONNEL COMMITTEE | | | |
| | **Action Text:** | This Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE | | | | | |
| 0 | FINANCE & PERSONNEL COMMITTEE | 12/09/2009 | HEARING NOTICES SENT | | 12/16/2009 | | |
| 1 | CITY CLERK | 12/14/2009 | DRAFT SUBMITTED | | | | |
| | **Action Text:** | This Ordinance was DRAFT SUBMITTED | | | | | |
| 0 | FINANCE & PERSONNEL COMMITTEE | 12/16/2009 | | | | | |

### Text of Legislative File 090861

..Number
090861
..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:
Common Council-City Clerk, Department of Administration, Department of Employee Relations, Fire, Health, Library, Department of Neighborhood Services, Police, Port, DPW-Administrative Services Div., DPW-Operations Div.

..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, Intergovernmental Relations Division”, delete one position of “Administrative Specialist” and add one position of “Administrative Services Coordinator.”

Under "Department of Administration, Homeland Security Division", amend footnote "(B)" to read as following: "To expire 6/30/12, unless the Urban Areas Security Initiative Program Grant, available from the U.S. Department of Homeland Security, is extended."

Under “Common Council-City Clerk, Central Administration Division”, add one position of “Fiscal Planning Specialist“ and one position of “Capital Program Specialist”; under “License Division”, delete one position of “License Coordinator (Y)” and add one position of “License Specialist.”

Under “Department of Employee Relations, Employee Benefits Division”, add one position of “Employee Assistance Coordinator” and delete one position of “EAP Administrative Specialist.”

Under “Fire Department, Emergency Services Division Decision Unit”, add one position of “Fire Captain”, two positions of “Fire Lieutenant”, six positions of “Firefighter” and three positions of “Heavy Equipment Operator”; under “Fire Cause Investigation Unit”, delete one position of “Fire Captain/Fire Investigator (D)” and one position of “Fire Lieutenant/Fire Investigator (D)”; under “Supporting Services Decision Unit, Automation Section”, delete one position of “Administrative Assistant II.”

Under "Fire Department, Fire Department, Firefighting Division Decision Unit - UASI Grant", amend footnote "(B)" to read as following: "To expire 6/30/12, unless the Urban Areas Security Initiative Program Grant, available from the U.S. Department of Homeland Security, is extended."

Under "Fire Department, Firefighting Division Decision Unit - UASI Grant", amend footnote "(G)" to read as following: "To expire 6/30/12, unless the Urban Areas Security Initiative Program Grant, available from the U.S. Department of Homeland Security, is extended."

Under “Fire Department, Firefighting Division Decision Unit”, add one position of “Fire Lieutenant”; under “Paramedic Service”, delete one position of “Paramedic Field Lieutenant (C )(I)/Fire Paramedic Field Lieutenant (C )(I).”

Under “Fire & Police Commission, Office of Homeland Security”, delete one position of “Compliance Analyst (Y)” and add one position of “Grant Monitor-Homeland Security (Y).”

Under "Health Department, Disease Control and Prevention Division", amend footnote "(FFF)" to read as following: "To expire 6/30/12, unless the Urban Areas Security Initiative Program Grant", available from the U.S. Department of Homeland Security, is extended."

Under “Health Department, Family and Community Health Services Division, Maternal & Child Health Epidemiology Section” add one position of “Health Project Assistant (X)(H)” and add footnote “(H)” to read as follows: “To expire 12/31/10 unless the Fetal Infant Mortality Review Grant from the City of Racine Health Department is extended”; delete the title “Adolescent Community Health Grant (J)” and three positions of “Public Health Nurse (X)(G)(J)”, one position of “Public Health Nurse (X)(G)(J)(MMM)(S)”, one position of “Public Health Educator II (X)(J)”, one position of “Health Project Coordinator-ACHP (J)(X)(Y)”, one position of “Office Assistant II (J)”, one position of “Health Project Assistant (X)(M)(J)” and add the title “Maternal and Child Health Grant (J)(MMM)” and three positions of “Public Health Nurse (X)(G)(J)(MMM)(S)”, one position of “Public Health Educator II (X)(J)”, one position of “Health Project Coordinator-ACHP (J)(X)(Y)”; under “Project LAUNCH Grant (SSS)”, delete one position of “Public Health Nurse Supervisor (X) (Y) (SSS) (OOO)” and one position of “Health Project Coordinator - Young Child Wellness Coord. (X)(SSS)” and add one position of “Public Health Nurse Supervisor (X) (Y) (SSS) (OOO) (J)” and one position of “Health Project Coordinator - Childhood Wellness (X)(SSS)”; amend footnote “(KK)” to read as follows: “To expire 12/31/10 unless the Wisconsin Well Women’s Program (WWWP) - Breast and Cervical Cancer Control Coordination Grant is extended”; under “Comprehensive Home Visiting Grant (E)”, delete two positions of “Public Health Nurse (X)(E)” and add two positions of “Public Health Nurse (X)(G)(E)” and amend footnote “(E)” to read as follows: “To expire 12/31/10 unless the Comprehensive Home Visiting Grant is extended”; amend footnote “(T)” to read as follows: “To expire 12/31/10 unless the Tobacco Control Community Coalition II Grant, available from the State of Wisconsin Department of Health Services is extended”; under “Women’s, Infant’s and Children’s Nutrition Program Grant (C)”, delete three positions of “Clinic Assistant (X)(C)” and add two positions of “Clinic Assistant (X)(C)” and one position of “Health Project Coordinator-WIC (X)(C )” and amend footnote “(C)” to read as follows: “To expire 12/31/10 unless the Women’s, Infant’s and Children’s Grant, available from the Wisconsin Department of Health Services, is extended”; under “Project LAUNCH Grant (SSS)”

Under “Disease Control and Environmental Health Services Division”, add one position of “Environmental & Disease Control Specialist (X)(CCC)”; under “Bioterrorism-CDC Public Health Preparedness Grant (A)”, delete one position of “Telecommunications Analyst-Assoc. (A)(X)(Y)(FF)” and one position of “Infectious Disease Epidemiologist (X)(Y)(A)(EE)(FF)(CC)” and add one position of “Telecommunications Analyst-Assoc. (A)(X)(Y)” and one position of “Infectious Disease Epidemiologist (X)(Y)(A)(EE)(CC)” and amend footnote “(A)” to read as follows: “To expire 12/31/10 unless the CDC Public Health Preparedness Grant is extended. Partially funds Health Project Coordinator - Pandemic Flu Response Public Health Emergency Response (PHER) Grant”; under “Lead-Based Paint Hazard Control Grant (HUD) (PP)”, delete one position of “Lead Grant Project Manager (X)(Y)(Z)(PP)(SS)” and add one position of “Lead Grant Project Manager (X)(Y)(PP)(SS)”; under “Immunization Action Plan Grant (DD)”, delete one position of “Health Project Coordinator-Immunizations (A)(X)(Y)(DD)(P)” and one position of “Public Health Nurse (G)(X)(DD)(YY)(CC)” and add two positions of “Public Health Nurse (G)(X)(DD)(CC)”; delete the title “Childhood Immunization Disparities Grant (YY)” and delete one position of “Health Information Specialist (X)(YY)”, one position of “Public Health Nurse (X)(G)(YY)(DD) and one position of “Office Assistant II (YY)(DD)(0.5 FTE)”; amend footnote “(I)” to read as follows: “To expire 12/31/10 unless the Preventive Health Grant is extended”; amend footnote “(J)” to read as follows: “To expire 12/31/10 unless the Maternal and Child Health Grant is extended. Also partially funds one position each of Nutritionist Coordinator”; amend footnote “(Z)” to read as follows: “To expire 12/31/10 unless the Childhood Lead Detection Grant is extended”; amend footnote “(DD)” to read as follows: “To expire 12/31/10 unless the Immunization Action Plan Grant is extended”; amend footnote “(MMM)” to read as follows: “To expire 12/31/10 unless the Early Identification and Detection of Pregnancy Grant is extended. Partially funds one position of Public Health Nurse”; amend footnote “(V)” to read as follows: “To expire 12/31/10 unless the SURVNET Grant available from the Wisconsin Department of Health Services, is extended”; amend footnote “(BBB)” to read as follows: “To expire 12/31/10 unless the Dual Protection Partnership Initiative from the State of Wisconsin Division of Public Health-Family Planning Program (DPH-FP) and the Family Planning Health Services, Inc. (FPHS, Inc.) is extended”; amend footnote “(F)” to read as follows: “To expire 12/31/10 unless the Sexually Transmitted Diseases Grant, available from the State of Wisconsin Department of Health Services, is extended”

Under “Health Department”, amend Footnote “(UUU)” to read as follows: “To expire 11/16/10 unless the Mayors Against Illegal Guns Regional Coordinator Grant from the Joyce Foundation is extended.”

Under “Library, Neighborhood Library & Extension Services Decision Unit, Neighborhood Library and

Extension Services Pool", add six positions of "Librarian"; under "Central Library Unit, Central Library Services Pool", add two positions of "Librarian II."

Under "Department of Neighborhood Services, Administrative Services Section", delete one position of "Public Information Coordinator (X)" and add one position of "Certification and Communications Coordinator (X)."

Under "Police Department, Administration Services Decision Unit, Safety Division", add two positions of "Safety Specialist-Senior"; under "Operations Decision Unit, Community Services Division", delete one position of "Captain of Police."

Under "Police Department, Operations Decision Unit, Intelligence Division, Urban Areas Security Initiative Program Grant (C)", amend footnote "(C )" to read as following: "To expire 6/30/12, unless the Urban Areas Security Initiative Program Grant, available from the U.S. Department of Homeland Security, is extended."

Under "Police Department, Operations Decision Unit, Criminal Investigation Bureau", add one position of "Data Base Specialist/Analyst (W)" and add footnote "(W)" to read as follows: "COPS Child Sexual Predator Grant. Position authority to expire 8/31/11 unless the COPS Child Sexual Predator Grant funding is extended.

Under "Port of Milwaukee", delete one position of "Graduate Assistant" and add one position of "Graduate Intern" and one position of "Deputy Port Director (Y)."

Under "Department of Public Works, Administrative Services Division, Office of the Commissioner", delete one position of "Capital Program Specialist"; under "Auxiliary Positions", add four positions "Driver Training Instructor."

Under "Department of Public Works, Operations Division, Fleet Operations/Dispatch Section", add four positions of "Operations Driver/Worker"; under "Auxiliary Positions", delete four positions of "Driver Training Instructor"; under "Sanitation Section, Field Operations", add one position of "Sanitation Supervisor" add one position of "Environmental & Disease Control Specialist (X)(CCC)" and ten positions of "Operations Driver Worker (D)."

Under "Department of Public Works, Operations Division, Forestry Section", delete four positions of "Nursery Laborer" and add four positions of "Nursery Specialist."

Part 2. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Part 3. The provisions of all other parts of this ordinance are deemed to be in force and effect from and after the first day of the first pay period following passage and publication.

Part 4. This ordinance will take effect and be in force from and after its passage and publication.

..Drafter
City Clerk's Office
TJM
12/14/09

City of Milwaukee

**Tom Barrett**
Mayor

**Maria Monteagudo**
Director

**Michael Brady**
Employee Benefits Director

**Troy M. Hamblin**
Labor Negotiator

**Department of Employee Relations**

MEMORANDUM

TO: Terry MacDonald, Lead Staff Assistant
Finance and Personnel Committee
Office of the City Clerk

FROM: Andrea Knickerbocker, Human Resources Manager
Department of Employee Relations

DATE: December 2, 2009

RE: Administrative Positions Ordinance change

In the Salary Ordinance, under Pay Range 856, a footnote pertaining to the titles "Paramedic Field Lieutenant" and "Fire Paramedic Field Lieutenant" read as follows: "4/ Positions to be reclassified to Fire Lieutenant upon becoming vacant." This footnote was created in a job evaluation report approved by the Fire and Police commission on April 24, 2003; passed by the Finance Committee on May 7, 2003 (File #021610) and by the Common Council on May 13, 2003 (File #021593 & #021594). Five vacant positions were initially reclassified to Fire Lieutenant with the understanding that as future vacancies occur, the necessary Positions Ordinance changes will be handled administratively. Administrative changes were subsequently approved by the Common Council on June 24, 2003 and September 10, 2003.

The attached letters from the Fire and Police Commission and the Fire Department request that one additional vacant position of Fire Paramedic Field Lieutenant be reclassified to Fire Lieutenant. Since the procedure for reclassifying vacant positions of Paramedic Field Lieutenant/Fire Paramedic Field Lieutenant to Fire Lieutenant was recommended by the Department of Employee Relations, approved by the Fire and Police Commission and authorized in the Salary Ordinance by Common Council action, we classification change for this recent vacancy be made administratively as follows:

> Under "Fire Department, Firefighting Division Decision Unit", add one position of "Fire Lieutenant" and under "Paramedic Service" delete one position of "Paramedic Field Lieutenant (C)(I)/Fire Paramedic Field Lieutenant (C)(I)."

Attachments: Letters date 11/16/09 and 10/28/09

C: Michael G. Tobin
Fire Chief Douglas Holton
Juliet Lee Battle

City of Milwaukee

**Fire and Police Commission**

**Michael G. Tobin**
Executive Director

**Richard C. Cox**
Chair
**Carolina M. Stark**
Vice-Chair
**Ernesto A. Baca**
**Kathryn A. Hein**
**Paoi X. Lor**
**Sarah W. Morgan**
Commissioners

November 16, 2009

2009 NOV 17 A 10:42
CITY OF MILWAUKEE
DEPT. OF EMP. RELATIONS
CITY-HALL RM 706

Maria Monteagudo, Director
Department of Employee Relations
City Hall - Room 706
200 E. Wells St.
Milwaukee, WI 53202

Dear Ms. Monteagudo:

I am writing to advise you that one position of Fire Paramedic Field Lieutenant has become vacant due to a duty disability retirement. I am therefore requesting that the Positions Ordinance of the City be amended to reduce the authorized strength of the Paramedic Field Lieutenant/Fire Paramedic Field Lieutenant position by one and increase the authorized strength level of the position of Fire Lieutenant by one.

Sincerely,

Michael G. Tobin
Executive Director

MGT:rk

Att.

City of Milwaukee

Fire Department

**Douglas A. Holton**
Chief
**Michael L. Jones**
Assistant Chief

October 28, 2009

To the Honorable
The Board of Fire and Police Commissioners
200 East Wells Street, Room 706
Milwaukee, Wisconsin 53202

Dear Commissioners:

Pursuant to City of Milwaukee Ordinance Numbers 021593 and 021594 pertaining to the eventual reclassification of all positions of Paramedic Field Lieutenant/Fire Paramedic Field Lieutenant to Fire Lieutenant, I wish to notify you that one position recently became vacant. Fire Paramedic Field Lieutenant Odell R. Minor has been approved for Duty Disability effective October 27, 2009.

I respectfully request that one position of Fire Paramedic Field Lieutenant be reclassified to Fire Lieutenant.

Respectfully,

Douglas A. Holton

DOUGLAS A. HOLTON
Chief

DH/jlb
FPC/Lieut Reclass/Request Minor 1109

# City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

## Master With Text

### File Number: 090426

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 090426 | **Type:** | Resolution | **Status:** | In Committee |
| **Version:** | 1 | **Reference:** | | **Controlling Body:** | FINANCE & PERSONNEL COMMITTEE |
| **Requester:** | BUDGET AND MANAGEMENT ANALYSIS DIVISION | **Cost:** | | **File Created:** | 07/28/2009 |
| **File Name:** | | | | **Final Action:** | |

**Title:** Substitute resolution appropriating $120,000 from the 2009 Common Council Contingent Fund to the Department of Administration for financial planning and actuarial services related to projections of future pension liabilities, employer contributions and alternative plan designs.

**Notes:**

**Code Sections:**

**Agenda Date:**

**Indexes:** CONTINGENT FUND, DEPARTMENT OF ADMINISTRATION, PLANNING

**Agenda Number:**

**Sponsors:** THE CHAIR

**Enactment Date:**

**Attachments:** Contingent Fund Request Form

**Enactment Number:**

**Drafter:** dy

**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 | 07/28/2009 | ASSIGNED TO | FINANCE & PERSONNEL COMMITTEE | | | |
| | **Action Text:** | This Resolution was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE | | | | | |
| 0 | CITY CLERK | 08/05/2009 | REFERRED TO | BUDGET AND MANAGEMENT ANALYSIS DIVISION | 09/04/2009 | | |
| | **Action Text:** | This Resolution was REFERRED TO to the BUDGET AND MANAGEMENT ANALYSIS DIVISION due back on 9/4/2009 | | | | | |
| 1 | CITY CLERK | 12/14/2009 | DRAFT SUBMITTED | | | | |
| | **Action Text:** | This Resolution was DRAFT SUBMITTED | | | | | |
| 0 | FINANCE & PERSONNEL COMMITTEE | 12/16/2009 | | | | | |

### Text of Legislative File 090426

..Number
090426

..Version
SUBSTITUTE 1

..Reference

..Sponsor
THE CHAIR
..Title
Substitute resolution appropriating $120,000 from the 2009 Common Council Contingent Fund to the Department of Administration for financial planning and actuarial services related to projections of future pension liabilities, employer contributions and alternative plan designs.

..Analysis
This substitute resolution appropriates $120,000 from the 2009 Common Council Contingent to the Department of Administration for financial planning and actuarial services related to projections of future pension liabilities, employer contributions and alternative plan designs.

..Body
Whereas, The City of Milwaukee is the plan sponsor of the City of Milwaukee Employes Retirement System (ERS), a defined benefit pension plan with approximately 27,000 members; and

Whereas, As a defined benefit plan sponsor, the city is obligated to pay all pension benefits as the City Charter so provides; and

Whereas, The city's actuarial accrued liabilities on behalf of ERS members are currently more than $4.1 billion, and are expected to exceed $6 billion by 2017; and

Whereas, The 2010 adopted city budget includes approximately $73 million in employer and employer-paid employee contributions for ERS liabilities; and

Whereas, Managing these liabilities is an essential component of effective financial planning and the sustainability of the city's capacity to provide essential services; and

Whereas, The Finance & Personnel Committee of the Common Council has directed the appropriate city officials to develop sustainable pension plan design alternatives and financing plans; now, therefore, Be it

Resolved, By the Common Council of the City of Milwaukee, that $120,000 is appropriated from the 2009 Common Council Contingent Fund to the Department of Administration account number 0001-1510-R999-630000 for financial planning and actuarial services related to projections of future pension liabilities, employer contributions and alternative plan designs; and, be it

Further Resolved, that the Department of Administration and the Department of Employee Relations shall engage the Finance & Personnel Committee in the development of planning deliverables and in the development of potential plan design alternatives.

..Requestor
Budget and Management Division
..Drafter
Ref: 09004; mn
December 14, 2009
FINANCE: 090426substituteres

**FINANCE & PERSONNEL COMMITTEE**

# CONTINGENT FUND REQUEST INFORMATION FORM

DEPT.: ADMINISTRATION CONTACT PERSON & PHONE NO.: Mark Nicolini x 5060

## A. REASON FOR REQUEST (Refer to File 921360 for definitions)

CHECK ONE:
- ☐ EMERGENCY CIRCUMSTANCES
- ☐ OBLIGATORY CIRCUMSTANCES
- ☐ FISCAL ADVANTAGE/COMPLIANCE WITH FISCAL MANAGEMENT PRINCIPALS

## B. SUPPORTING INFORMATION

1. State the action requested, including the dollar amount and specific departmental accounts(s) to which the Contingent Fund appropriation would be made.

Appropriate $120,000 from the 2009 Common Council Contingent to the Department of Administration account # 0001-1510-R999-630000 for financial planning and actuarial services related to projections of future pension liabilities, employer contributions and alternative plan designs.

2. State the purpose of the action requested which includes the program, service or activity to be supported by the funding, as well as the objective(s) to be accomplished.

Develop sound and detailed projections of retirement plan actuarial liabilities and normal cost based on various scenarios pertaining to investment return, negotiated wage settlements, and budgetary actions affecting authorized staffing. Provide policy makers with options for future plan design that are sustainable from a budgetary standpoint, that enable the City to compete for talent in the labor market, and that lower the potential for volatility to investment return, relative to current benefits.

3. Describe the circumstances which prompt the request.

- The City's actuarial accrued liabilities on behalf of ERS members are currently more than $4.1 billion, and are expected to exceed $6 billion by 2017;
- The 2010 adopted City Budget includes approximately $73 million in employer and employer-paid employe contributions for ERS liabilities. The 2010 Budget marked the first time the City has made a sizable employer contribution for more than 12 years;
- Managing these liabilities is an essential component of effective financial planning and the sustainability of the City's capacity to provide essential services. In 2009 DOA contracted with the Board's actuary to develop a projection model for ERS liabilities and projected contributions, which led to development of an alternative funding policy that reduced contribution requirements from $92 million to $49 million in an actuarially responsible manner.

4. What are the consequences of not providing the program, service, or activity which is funded by this request?

- The City will have limited tools for refining future projections and developing strategic plan design alternatives, because much of the work that needs to be done requires expertise that the City does not possess 'in house."

5. Explain why funds authorized in the Budget are insufficient to provide for the program, service, or activity in question.

- Neither DOA nor DER includes funds for specialized consulting in its operating budgets.

5a. Are there any unexpended funds in the departmental control account for which this appropriation is requested, that could be used to fund this request?

- No. DOA has already applied approximately $36,000 in position vacancy savings to the 2009 projection model that is cited in response # 3.

5b. What are the consequences of using budgeted operating funds for this request?

- No budgeted funds are available to support this magnitude of planning effort.

6. State why funding was not included in the Budget.

- The 2009 Budget for DOA was finalized in September, 2008. The severity of investment losses to the ERS and the consequent need for financial planning related to ERS did not become apparent until the first quarter of 2009.

7. Will the conditions prompting the request be limited to the current year, or will they continue into the following year?

- We expect that this engagement will address many urgent issues, but the challenge of sustainable funding for the ERS plan liabilities is ongoing.

8. Has your department made a similar Contingent Fund request in previous years? ☐ YES ☒ NO

*If yes, what is the most recent year the request was made?

9. Will this funding be used to implement provisions of a collective bargaining agreement? ☐ YES ☒ NO

10. Will the funding being requested provide a <u>level of service authorized</u> by the Budget? ☐ YES ☒ NO

*If yes, why can't your department accomplish the authorized service level with the authorized funding level?

11. Will the requested funding provide a <u>level of service higher than that authorized</u> by the Budget? ☒ YES ☐ NO

*If yes, why is a higher service level necessary?

In order to continue to develop effective projections of future funding needs, and to respond to the Council's interest in collective bargaining strategies and alternative plan designs.

*What is the estimated amount of additional service units to be provided if the entire Contingent Fund request is approved?

- Not applicable

12. What performance measures and sub-measures are affected by this request, and what are the anticipated changes if the entire Contingent Fund request is approved?

- Not applicable

13. What reductions to performance measures are expected if the request is not approved?

- Not applicable

14. Is any grant funding associated with the program service, or activity pertaining to the request? ☐ YES ☒ NO

*If yes, name the grant and current year amount.

15. Will the program, service, or activity affect any electronic data processing system? ☐ YES ☒ NO

**The following questions only apply to Contingent Fund requests which transfer appropriations into capital purpose accounts:**

16. Does this request transfer an appropriation into a capital purpose subaccount? ☐ YES ☐ NO

*If yes, are similar projects planned and funding available in a capital purpose (parent) account for the current year?

17. Why is the project for which Contingent Funds are requested more important than other similar projects?

18. Does this request fund a project outside the normal order of planned projects of a kind which are funded through a capital purpose (parent) account for the current year? ☐ YES ☐ NO

*If yes, what is the consequence of deferring the lowest priority planned project until next year?

19. Was this project included in the Department's Budget request? ☐ YES ☐ NO

*If not, why not?

**If you have any questions about the completion of this form, you may call the Fiscal Research Manager at extension 8686.**

**C. THANK YOU FOR YOUR COOPERATION. PLEASE SEND COPIES OF YOUR RESPONSE TO**:

Staff Assistant, Finance & Personnel Committee, Room 205, City Hall (1 COPY)
Fiscal Research Manager, LRB-Common Council, Room B-11, City Hall (2 COPIES)
Budget & Management Director, DOA, Room 603, City Hall (2 COPIES)

CC-170 (REV. 6/86)

# CITY OF MILWAUKEE FISCAL NOTE

**A) DATE** December 14, 2009 **FILE NUMBER:** 090426

Original Fiscal Note [x] Substitute [ ]

**SUBJECT:** Substitute resolution appropriating $120,000 from the 2009 Common Council Contingent Fund to Department of Administration for financial planning and actuarial services

**B) SUBMITTED BY (Name/title/dept./ext.):** Mark Nicolini Budget & Management Director x 5060

**C) CHECK ONE:**

- [x] 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)
- [x] 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:** | Actuarial services & specialized consulting services | 0001-1510-R999 630000 | $120,000 | | |
| | | | | | |
| | | | | | |
| **TOTALS** | | | $120,000 | | |

**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**.

| | | |
|---|---|---|
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |

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

None foreseen at this time

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

80-160 hours of actuarial services at $400/hour
280-440 hours of specialized consulting services at an average of $200/hour

**PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE** [ ]

Reply to Common Council File No. 090426
From DOA-Budget and Management Division

December 14, 2009

Ref: 09004

File Number 090426 contains a substitute resolution appropriating $120,000 to the Department of Administration (DOA) for financial planning and actuarial services related to projections of future pension liabilities, employer contributions and alternative plan designs.

The City of Milwaukee is the plan sponsor of the City of Milwaukee Employes Retirement System (ERS), a defined benefit pension plan with approximately 27,000 members and actuarial accrued liabilities on behalf of ERS members of more than $4.1 billion. These liabilities are expected to exceed $6 billion by 2017. As a defined benefit plan sponsor, the city is obligated to pay all pension benefits as provided for by the City Charter. An independent governing board, the Annuity and Pension Board, is responsible for plan governance.

Managing these liabilities is an essential component of effective financial planning and the sustainability of the city's capacity to provide essential services. Alternative plan designs may become a desirable priority for future collective bargaining agreements, from a financial sustainability perspective.

During 2009 DOA reallocated $36,000 of vacancy savings from the Budget and Management Division to the development of an application that enables the projection of future liabilities and employer contributions, based on certain key assumptions. This application project involved the Annuity and Pension Board's actuary. The application enabled the Administration to forecast future pension contributions, and to develop an alternative funding policy for the ERS which the Board adopted prior to the 2010 budget and related valuation. The alternative funding policy, which is well within the mainstream of sound actuarial practice, resulted in a city government contribution of $49 million for 2010, compared to an estimated $92 million under the pre-existing funding policy.

The desired deliverables associated with this funding include:

- Refinement of the existing application to make it even more robust by incorporating information about the impact of wage and salary changes on liabilities, normal cost, and future contributions;
- Improving the application's capacity to project the investment returns needed to stabilize contribution levels over a period of time, based on critical assumptions regarding compensation and benefit levels;
- Incorporating a feature in the application that projects the impact of future additions to and withdrawals from the Employers pension Reserve;
- Analysis of potential alternative benefit plan designs and options for financial management of contributions that are sustainable from a budgetary standpoint; that enable the city to compete successfully for, and retain, talent in the labor market; and that manage the potential for volatility to investment return. These analyses could become the basis for management proposals for future collective bargaining agreements.

- Actuarial estimates of retirement benefit proposals that may be included as part of future collective bargaining proposals.

The current balance in the 2009 Common Council Contingent Fund is approximately $3.9 million. The Budget and Management Division projects that this balance is adequate to meet any remaining 2009 obligations if this appropriation is approved.

**RECOMMENDATION: ADOPT COMMON COUNCIL FILE NUMBER 090426.**

Mark Nicolini
Budget and Management Director

MN:dmr

FINANCE: 090426.doc

# City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

## Master With Text

### File Number: 090678

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 090678 | **Type:** | Resolution | **Status:** | In Committee |
| **Version:** | 1 | **Reference:** | | **Controlling Body:** | FINANCE & PERSONNEL COMMITTEE |
| **Requester:** | | **Cost:** | | **File Created:** | 09/22/2009 |
| **File Name:** | | | | **Final Action:** | |

**Title:** Substitute resolution authorizing attendance at conventions, seminars and other travel.

**Notes:**

| | | | |
|---|---|---|---|
| **Code Sections:** | | **Agenda Date:** | |
| **Indexes:** | CONVENTIONS, SEMINARS | **Agenda Number:** | |
| **Sponsors:** | THE CHAIR | **Enactment Date:** | |
| **Attachments:** | 2010 NLC Brochure, Fiscal note | **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 | | | |
| | **Action Text:** | This Resolution was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE | | | | | |
| 1 | CITY CLERK | 12/14/2009 | DRAFT SUBMITTED | | | | |
| | **Action Text:** | This Resolution was DRAFT SUBMITTED | | | | | |
| 0 | FINANCE & PERSONNEL COMMITTEE | 12/16/2009 | | | | | |

### Text of Legislative File 090678

..Number
090678
..Version
Substitute 1
..Sponsor
THE CHAIR
..Title
Substitute resolution authorizing attendance at conventions, seminars and other travel.

..Body
Resolved, By the Common Council of the City of Milwaukee, that attendance of the following person(s) at the following convention(s) and/or seminar(s) is approved, to be paid from departmental budgeted funds, such travel and reimbursement to be in accordance with policy guidelines set forth in 350-181 of the Milwaukee Code of Ordinances:

Four members of the Common Council; “National League of Cities, 2010 Annual Congressional City Conference”; Washington, DC; March 13-17, 2010; $9,480.00.

; and, be it

Further Resolved, That the dollar amount shown for each authorized convention, seminar and other travel listed above is simply an ESTIMATE of the convention, seminar and other travel attendance expenses anticipated to be paid or reimbursed by the city, and is primarily included to facilitate the making of the necessary dollar advances for such purposes; and, be it

Further Resolved, That ACTUAL city payment (or reimbursement) for convention, seminar and other travel expenses incurred and reported by the attendee, reporting requirements, control procedures, etc., shall be in accordance with the Authorized Travel Regulations and Procedures Ordinance of the Milwaukee Code of Ordinances.

Further Resolved, That the Common Council President is authorized to attend any of the above conventions that he deems necessary and advisable, to be paid from funds budgeted under section 304-13, Milwaukee Code.

..Drafter
City Clerk's Office
TJM
12/14/09

CC-170 (REV. 6/86)

# CITY OF MILWAUKEE FISCAL NOTE

**A) DATE** December 14, 2009 **FILE NUMBER:** 090678

Original Fiscal Note [X] Substitute [ ]

**SUBJECT:** Substitute resolution authorizing attendance at conventions, seminars and other travel.

**B) SUBMITTED BY (Name/title/dept./ext.):** Terry J. MacDonald, Staff Assistant/City Clerk-Common Council/Ext. 2233

**C) CHECK ONE:**

- [X] 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)
- [X] SPECIAL PURPOSE ACCOUNTS (SPA)
- [ ] PERM. IMPROVEMENT FUNDS (PIF)
- [ ] GRANT & AID ACCOUNTS (G & AA)
- [ ] OTHER (SPECIFY)

| E) PURPOSE | SPECIFY TYPE/USE | ACCOUNT | EXPENDITURE | REVENUE | SAVINGS |
|---|---|---|---|---|---|
| **SALARIES/WAGES:** | | | | | |
| | | | | | |
| | | | | | |
| **SUPPLIES:** | | | | | |
| | | | | | |
| **MATERIALS:** | | | | | |
| | | | | | |
| **NEW EQUIPMENT:** | | | | | |
| | | | | | |
| **EQUIPMENT REPAIR:** | | | | | |
| | | | | | |
| **OTHER:** | Travel Fund | | $9,480.00 | | |
| | | | | | |
| | | | | | |
| **TOTALS** | | | $9,480.00 | | |

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

| | | |
|---|---|---|
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |
| [ ] 1-3 YEARS | [ ] 3-5 YEARS | |

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

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

**PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE** [ ]

# National League of Cities
# CONGRESSIONAL CITY CONFERENCE 2010

March 13-17, 2010

Marriott Wardman Park Hotel

Washington, DC

**National League of Cities**
Advocating for America's Cities

*Be part of the national voice of America's cities and towns in 2010.*
**Register online at www.nlc.org**

## Key federal policy issues that will be addressed at the conference include:

- Ensuring full economic recovery for cities and towns
- Partnering to rebuild the nation's infrastructure
- Fostering regional and local economies
- Coordinating federal and local energy efficiency and conservation efforts
- Promoting sustainable development in communities
- Protecting public safety resources

***The National League of Cities provides the resources, the connections, and the collective power to help cities and towns have an impact in Washington.***

# The Action Plan

### *Sunday, March 14*

City officials gather at the Marriott Wardman Park Hotel for leadership meetings, policy discussions, and legislative briefings to learn about current federal issues and priorities for America's cities and towns.

### *Monday, March 15*

NLC's leaders and general session speakers set the stage for the action to come by outlining the opportunities and challenges and building capacity to make a difference with Congress on key federal issues.

### *Tuesday, March 16*

The President and his Cabinet members and Congressional leaders are invited to discuss their priorities and ways in which Washington can partner with cities and towns to meet the challenges facing the country. The program will wrap up with the opportunity to review NLC's federal legislative agenda and confirm plans for Capitol Hill visits on Wednesday.

### *Wednesday, March 17 – City Lobby Day*

City officials travel to Capitol Hill for meetings with their congressional delegation to advocate for NLC's priorities for federal action and how America's cities and towns can partner with the federal government to help the nation achieve its goals.

# In tough economic times…

…Targeted information about federal programs can help you bring new resources into your community.

…Up-to-date briefings from federal officials can keep you ahead of the curve about new federal laws and regulations.

…Meetings with your representatives in Congress can keep your city's challenges and innovations front and center in Washington.

…Training sessions can provide you with the skills you need to lead your community through today's fiscal environment and achieve your community's vision for tomorrow.

# Don't miss these Opportunities…

Come to Washington, March 13 – 17, to join America's cities and towns as we forge a strong partnership with the Administration and Congress. With economic recovery underway, but full recovery for cities still a long way off, both the Administration and Congress will continue to have significant impact on the future of our communities.

At the conference, city officials will have the opportunity to learn about federal issues important to America's cities and towns, to lobby Congress on those priorities, and to be a part of the unified voice we present to the Administration and Congress. The conference program will include general sessions featuring national leaders, members of the Administration and Congress, workshops to learn more about key issues and NLC's federal policy positions, and a chance to flood Capitol Hill and advocate in favor of federal priorities for America's cities and towns.

# National League of Cities CONGRESSIONAL CITY CONFERENCE 2010

## Preliminary Schedule

The Conference will provide a range of education, networking, and strategy sessions to maximize the value of the event for city officials. This preliminary schedule provides an outline of major events during the conference to help delegates make travel plans.

### Saturday, March 13

| | |
|---|---|
| 9:00 a.m. – 5:00 p.m. | Leadership Training Institute Seminars |
| 1:30 p.m. – 5:00 p.m. | City Futures Panel Meetings |
| 5:30 p.m. – 6:45 p.m. | Orientation to the National League of Cities for First Time Attendees |
| 5:30 p.m. – 7:00 p.m. | Constituency and Special Group Meetings |

### Sunday, March 14

| | |
|---|---|
| 9:00 a.m. – 5:00 p.m. | NLC Board of Directors Meeting<br>NLC Advisory Council Meeting<br>Leadership Training Institute Seminars<br>Policy and Advocacy Committee Meetings |
| 5:15 p.m. – 7:00 p.m. | Constituency and Special Group Meetings |

### Monday, March 15

| | |
|---|---|
| 7:30 a.m. – 9:00 a.m. | Celebrate Diversity Breakfast |
| **9:00 a.m. - 10:30 a.m.** | **Opening General Session** |
| 10:45 a.m. – 12:15 p.m. | Workshop Sessions |
| 12:15 p.m. - 1:30 p.m. | Roundtable Networking and Lunch |
| 1:45 p.m. - 3:15 p.m. | Workshop Sessions |
| **3:30 p.m. - 4:30 p.m.** | **General Session** |
| 5:00 p.m. - 6:30 p.m. | State League Caucuses and Receptions<br>Constituency and Special Group Meetings/Events |

### Tuesday, March 16

| | |
|---|---|
| 7:00 a.m. - 8:30 a.m. | Steering Committee Work Sessions |
| **8:45 a.m. –10:15 a.m.** | **General Session** |
| 10:30 a.m. – Noon | Workshop Sessions |
| 12:15 p.m. – 1:30 p.m. | Roundtable Networking Lunch |
| 1:45 p.m. – 3:15 p.m. | Workshop Sessions |
| **3:30 p.m. – 4:45 p.m.** | **Closing General Session** |
| 5:15 p.m. – 6:30 p.m. | State League Caucuses and Receptions |
| **6:30 p.m. – 8:00 p.m.** | **Reception and The Capitol Steps** |

### Wednesday, March 17

| | |
|---|---|
| 7:00 a.m. – 3:00 p.m. | Capitol Hill Visits |

## Special Events

### Monday, March 15

**Celebrate Diversity Breakfast - Fee: $35**

***7:30 a.m. – 9:00 a.m.*** The 24th annual Celebrate Diversity Breakfast will feature a keynote speaker who will provide a perspective on diversity issues facing America's cities and towns. The breakfast is sponsored by NLC's five constituency groups.

### Tuesday, March 16

**Reception and The Capitol Steps**

***6:30 p.m. – 8:00 p.m.***

The Capitol Steps are an entertainment troupe of former Congressional employees that will provide bi-partisan fun for everyone.

## Dates to Remember

**February 15, 2010 - Deadline for advance registration and housing requests.** All requests must be postmarked by this date. After this date, regular registration fees apply.

**February 15, 2010 - Deadline for Cancellations.** Cancellation must be made in writing and postmarked by this date. All cancellations are subject to a $75 cancellation fee. There are no refunds for cancellations after this date.

## How to Register

To register for the 2010 Congressional City Conference, fill out the registration form and return it with your check, city purchase order, or credit card information to NLC Meeting Services, postmarked by February 15, 2010 or register online at www.nlc.org.

* Each delegate, guest, speaker, member of the press, and any other conference participant must register. There is a $100 youth delegates fee. There is no charge for press registrations with proper press credentials.
* No telephone registrations or cancellations will be accepted.
* Refunds will be made for cancellations received by February 15, 2010, subject to a $75 cancellation charge. Cancellation letters must be postmarked by this date. No telephone cancellations will be accepted. No partial refunds will be made if you decide not to attend particular functions.

## Hotels

* If you need hotel accommodations, please check the appropriate box on the registration form.
* NLC will make a hotel reservation for you when you register for the conference.
* Rooms will be assigned on a first come, first served basis.

## Pre-Conference Leadership Training Institute Seminars

Information pertaining to the pre-conference Leadership Training Institute Seminars being held Saturday, March 13 and Sunday, March 14, will be available on the NLC website at www.nlc.org by early January 2010. Registered delegates will be notified by e-mail when registration for these seminars is available.

# Conference Registration Form

**No housing or registration will be processed without accompanying payment in full.**

Are you a newly elected official?_____Size of City? _____

Name_____Gender_____

Title_____

City/Organization_____

Mailing Address_____

City_____State_____Zip_____

Phone_____Fax_____

Email_____

Registrant's Email_____

Spouse/Guest Name* ($50 fee)_____

Youth Delegate** (15-18, $100 fee)_____Age_____

***Local officials are encouraged to register youth as active participants in this conference to contribute to NLC's youth agenda. If the youth delegate requires hotel accommodations separate from yours, attach **their** registration form with your completed form.*

Youth Chaperone Name ($100 fee)_____

**(Local Elected City Officials are not eligible for this rate.)**

## 2010 Registration Rates

Please select only one Registration Type (except Spouse Guest) Forms received after the listed deadlines will automatically be corrected to corresponding fee schedule.

| Congressional Cities Conference | Advanced '10 | Regular '10 | On-Site '10 | On-Site @ 2009 Congress of Cities Conference |
|---|---|---|---|---|
| **Registration Type (FULL)** | **Valid 11/28-2/15/10** | **Valid 2/16/-3/11/ 10** | **Valid 3/13-17/10** | **Valid 11/13-27/2009** |
| **Member** | $445 | $540 | $595 | $380 |
| **Associate Member** | $445 | $540 | $595 | $380 |
| **SML Member** | $565 | $625 | $670 | $505 |
| **Non-Member** | $670 | $715 | $765 | $620 |
| **First Time Member** | $375 | $375 | $375 | $375 |
| **Student** | $175 | $175 | $175 | $175 |
| **Youth** | $100 | $100 | $100 | $100 |
| **Chaperone** | $100 | $100 | $100 | $100 |
| **Spouse Guest** | $50 | $50 | $50 | $50 |

### Constituency Group Special Event Fees

| Constituency Group Selection | Activity Fee |
|---|---|
| **APAMO** | $40 |
| **GLBLO** | $40 |
| **HELO** | $45 |
| **NBC-LEO** | $95 |
| **WIMG** | $45* |
| **Celebrate Diversity Awards Breakfast** | $35 |

***WIMG cost is for WIMG Luncheon**

### Leadership Training Institute Seminars

**LTI Sessions will become available in January**. When registering for LTI's please provide the event code listed in the brochure or on the web-site in the space provided below**.** You may ***not*** select **a Full Day LTI** and a **Half-Day session** occurring **on the same day**.

| Date | Price | Event Code |
|---|---|---|
| Full Day, Day 1 | $180 | |
| Morning Day 1 | $120 | |
| Afternoon Day 1 | $120 | |
| Full Day, Day 2 | $180 | |
| Morning Day 2 | $120 | |
| Afternoon Day 2 | $120 | |

**Total Your Registration Fees Here** $_____

## Registration Cancellation Policy:

All cancellation requests must be received in writing, postmarked by **February 15, *2010***, and are subject to a $75 cancellation fee. No partial refunds will be made if you decide not to attend particular functions. **No registrations or cancellations will be accepted by telephone.** No cancellations will be accepted after **February 15, *2010*. Spouse Guest fees are non-refundable.**

Return Conference Forms to: Fax: (703) 631-6288
Mail: NLC Meeting Services, C/O J. Spargo and Associates 11208 Waples Mill Rd, Ste 112, Fairfax VA

QUESTIONS ABOUT REGISTRATION,HOUSING, INVOICES?
E-Mail: nlcregandhousing@jspargo.com Phone: 888-319-3864 or 703-449-6418

**Hotel Reservations:** You must be registered for the Conference to reserve a hotel room. To guarantee your room, all hotels require one night's deposit plus 16.75% tax (subject to change.) 30 days prior to your arrival. This is required even if you plan to arrive before 6:00PM. If accommodations are not guaranteed 30 days in advanced the reservation will be cancelled.

## Please select one of the following:

❑ Please make my hotel reservations as indicated below
❑ I do not require hotel accommodations at any of the hotels listed below
❑ Although I am providing information for a standard room now, please contact me regarding suite information.

Room Dates: Arrival:____/____/____ to Departure: ____/____/____
Room Type:

❑ Single, 1 person/1 bed ❑ Double, 2 people/1 bed
❑ Double/Double 2 people/2 beds ❑ Triple 3 people/2 beds
❑ Quad 4 people/2 beds

❑ Smoking ❑ Non-Smoking
Room types cannot be guaranteed but hotels will try to accommodate requests.

**Sharing my Room With (For Hotel Rate and Check in Purposes):**

1._____ 2._____ 3._____

**Special Housing Request (e.g., wheelchair accessible rooms, etc.):**
If you have special housing or transportation needs, please contact NLC Meeting Services

**Hotel Choice:** Indicate your first-choice hotel with the number "1." Number the other hotels from "2" to "3" in order of preference. **The Marriott Wardman Park Hotel is the headquarters hotel.**

| Order | Hotel | Smoking Property | SGL | DBL | TRIP | QUAD |
|---|---|---|---|---|---|---|
| | Marriott Wardman Park | No | $247 | $247 | $267 | $287 |
| | Omni Shoreham | Yes | $234 | $234 | $234 | $234 |
| | Days Inn | No | $139 | $139 | $149 | $159 |

**Hotel Deposit Information:** All Major credit cards with expiration of 3/10 or later are accepted at the conference hotels. All checks must be submitted to the hotels after **January 20, 2010** but before **February 19, 2010** and are subject to approval. Please include your 6 digit REG ID # indicated on the NLC Meeting services confirmation.

**Registration Fee Payment Information**
❑ Charge my REGISTRATION FEES to the VISA, MasterCard, or AMEX listed below
❑ Check for REGISTRATION FEES made payable to National League of Cities is enclosed
❑ Purchase Order for REGISTRATION FEES-Copy must be enclosed and payment must be received by **March 1st, 2010**

**Hotel Deposit Information**
❑ Charge my HOTEL DEPOSIT to the credit card listed below
❑ Check for HOTEL DEPOSIT-Please submit to hotel address noted on confirmation after **January 20, 2010** but before **February 19, 2010.**

**Credit Card Authorization:** NLC Registration and Housing Services is authorized to use the card below to pay all applicable registration fees and guarantee my hotel reservation. I understand that one night's room charge will be forfeited if I fail to show up for my assigned housing on the confirmed arrival date unless I have canceled my reservation with the hotel at least 72 hours in advance. I understand that if I do not show at the hotel on my confirmed arrival date, my reservation will not be reinstated for the remainder of the stay unless I instruct the hotel to reinstate my reservation. Reinstated reservations are subject to the hotel's availability. Further, I agree to the stated Registration Cancellation policy and I understand that upon cancelling my registration I will accrue a 75.00 non-refundable processing fee. Additionally I understand that no portion of the spouse-guest registration fee is refundable.

Visa/Mastercard/AMEX Number_____Exp_____
Card Holder Name_____
Card Holder Signature_____

**Additional Credit Card Authorization: For Hotel Deposit Only. Use if different from credit card listed above:**
Visa/Mastercard/AMEX Number_____Exp_____
Card Holder Name_____
Card Holder Signature_____

**For Office Use Only:** HTL_____SUBBLK_____CATE_____RATE_____

National League of Cities

# City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

## Master With Text

### File Number: 090825

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 090825 | **Type:** | Ordinance | **Status:** | In Committee |
| **Version:** | 0 | **Reference:** | 080521 | **Controlling Body:** | FINANCE & PERSONNEL COMMITTEE |
| **Requester:** | | **Cost:** | | **File Created:** | 10/13/2009 |
| **File Name:** | | | | **Final Action:** | |

**Title:** An ordinance to further amend the 2009 rates of pay of offices and positions in the City Service.

**Notes:**

**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 | | | |
| | **Action Text:** | This Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE | | | | | |
| 0 | FINANCE & PERSONNEL COMMITTEE | 12/16/2009 | | | | | |

### Text of Legislative File 090825

..Number
090825
..Version
ORIGINAL
..Reference
080521
..Sponsor
THE CHAIR
..Title
An ordinance to further amend the 2009 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: 090826

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 090826 | **Type:** | Ordinance | **Status:** | In Committee |
| **Version:** | 1 | **Reference:** | | **Controlling Body:** | FINANCE & PERSONNEL COMMITTEE |
| **Requester:** | | **Cost:** | | **File Created:** | 10/13/2009 |
| **File Name:** | | | | **Final Action:** | |

**Title:** A substitute ordinance to further amend the 2009 offices and positions in the City Service.

**Notes:** See files 090983, 090871, 091001, 091008 and 091106 for attachments.

| | | | |
|---|---|---|---|
| **Code Sections:** | | **Agenda Date:** | |
| **Indexes:** | POSITIONS ORDINANCE | **Agenda Number:** | |
| **Sponsors:** | THE CHAIR | **Enactment Date:** | |
| **Attachments:** | 12-2-09 letter from Dept of Employee Relations re Admin. Positions Ord. change | **Enactment Number:** | |
| **Drafter:** | tjm | **Effective Date:** | |
| **Contact:** | | **Extra Date 2:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 0 | COMMON COUNCIL | 10/13/2009 | ASSIGNED TO | FINANCE & PERSONNEL COMMITTEE | | | |
| | **Action Text:** | This Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE | | | | | |
| 1 | CITY CLERK | 12/14/2009 | DRAFT SUBMITTED | | | | |
| | **Action Text:** | This Ordinance was DRAFT SUBMITTED | | | | | |
| 0 | FINANCE & PERSONNEL COMMITTEE | 12/16/2009 | | | | | |

### Text of Legislative File 090826

..Number
090826
..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, Fire, Health and Police Departments

..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, Homeland Security Division", amend footnote "(B)" to read as following: "To expire 6/30/12, unless the Urban Areas Security Initiative Program Grant, available from the U.S. Department of Homeland Security, is extended."

Under "Fire Department, Fire Department, Firefighting Division Decision Unit - UASI Grant", amend footnote "(B)" to read as following: "To expire 6/30/12, unless the Urban Areas Security Initiative Program Grant, available from the U.S. Department of Homeland Security, is extended."

Under "Fire Department, Firefighting Division Decision Unit - UASI Grant", amend footnote "(G)" to read as following: "To expire 6/30/12, unless the Urban Areas Security Initiative Program Grant, available from the U.S. Department of Homeland Security, is extended."

Under “Fire Department, Firefighting Division Decision Unit”, add one position of “Fire Lieutenant”; under “Paramedic Service”, delete one position of “Paramedic Field Lieutenant (C )(I)/Fire Paramedic Field Lieutenant (C )(I).”

Under "Health Department, Disease Control and Prevention Division," amend footnote "(FFF)" to read as following: "To expire 6/30/12, unless the Urban Areas Security Initiative Program Grant", available from the U.S. Department of Homeland Security, is extended."

Under “Health Department, Family and Community Health Services Division, Maternal & Child Health Epidemiology Section” add one position of “Health Project Assistant (X)(H)” and add footnote “(H)” to read as follows: “To expire 12/31/10 unless the Fetal Infant Mortality Review Grant from the City of Racine Health Department is extended.”

Under “Health Department”, amend Footnote “(UUU)” to read as follows: “To expire 11/16/10 unless the Mayors Against Illegal Guns Regional Coordinator Grant from the Joyce Foundation is extended.”

Under "Police Department, Operations Decision Unit, Intelligence Division, Urban Areas Security Initiative Program Grant (C)", amend footnote "(C )" to read as following: "To expire 6/30/12, unless the Urban Areas Security Initiative Program Grant, available from the U.S. Department of Homeland Security, is extended."

Under “Police Department, Operations Decision Unit, Criminal Investigation Bureau”, add one position of “Data Base Specialist/Analyst (W)” and add footnote “(W)” to read as follows: “COPS Child Sexual Predator Grant. Position authority to expire 8/31/11 unless the COPS Child Sexual Predator Grant funding is extended.

Part 2. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Part 3. The provisions of all other parts of this ordinance are deemed to be in force and effect from and after the first day of the first pay period following passage and publication.

Part 4. This ordinance will take effect and be in force from and after its passage and publication.

..Drafter
City Clerk's Office
TJM
12/14/09

# City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

## Master With Text

### File Number: 090860

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 090860 | **Type:** | Ordinance | **Status:** | In Council-Passage |
| **Version:** | 2 | **Reference:** | 090457 | **Controlling Body:** | FINANCE & PERSONNEL COMMITTEE |
| **Requester:** | | **Cost:** | | **File Created:** | 11/03/2009 |
| **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 070009, 070019, 070020, 090966, 090986 and 091106 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 | 11/03/2009 | ASSIGNED TO | FINANCE & PERSONNEL COMMITTEE | | | |
| | **Action Text:** | This Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE | | | | | |
| 0 | FINANCE & PERSONNEL COMMITTEE | 12/09/2009 | HEARING NOTICES SENT | | 12/16/2009 | | |
| 1 | CITY CLERK | 12/15/2009 | DRAFT SUBMITTED | | | | |
| | **Action Text:** | This Ordinance was DRAFT SUBMITTED | | | | | |
| 1 | FINANCE & PERSONNEL COMMITTEE | 12/16/2009 | AMENDED | | | | Pass |
| | **Action Text:** | A motion was made by ALD. KOVAC that this Ordinance be AMENDED. This motion PREVAILED by the following vote: | | | | | |
| | **Notes:** | *Ald. Kovac moved to amend by deleting Part. 4 in its entirety.* | | | | | |
| Mover: | ALD. KOVAC | Aye:5 - Murphy, Bauman, Dudzik, Coggs, and Kovac<br>No:0 | | | | | 5-0 |
| 1 | FINANCE & PERSONNEL COMMITTEE | 12/16/2009 | RECOMMENDED FOR PASSAGE | | | | Pass |

**Action Text:** A motion was made by ALD. DUDZIK that this Ordinance be RECOMMENDED FOR PASSAGE. The motion PREVAILED by the following vote:

| | | | |
|---|---|---|---|
| Mover: | ALD. DUDZIK | Aye:5 - Murphy, Bauman, Dudzik, Coggs, and Kovac<br>No:0 | 5-0 |

2 COMMON COUNCIL 12/22/2009

## Text of Legislative File 090860

..Number
090860
..Version
Substitute 2
..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:
Aldermen, Department of City Development, Election Commissioner, Fire & Police Commission, Health Department, Management Employees, Mayor, Department of Neighborhood Services, Plumbers' Local 75, AFL-CIO employees, IBEW, Local 195 employees and SEIU Healthcare Dist. 1199 employees and Unified Call Center

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

Part 1. Section 1 of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 1, 2010 - December 27, 2009):

Under Pay Range 036, delete to the title "Commissioner of Election."

Part 2. Section 2 of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows:

Under Salary Grade 004, add the title "Health Project Coordinator - Childhood Wellness."

Part 3. Section 2 of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 1, 2010 - December 27, 2009):

Under Salary Grade 005, delete the title "Public Information Coordinator" and add the title "Certification and Communications Coordinator."

Under Salary Grade 006, add the title "Grant Monitor-Homeland Security."

Under Salary Grade 009, add the title "Communications and Outreach Manager."

Under Salary Grade 010, delete footnote "1/" and replace with the following:

"l/ At the commencement of the 2008 term of office, Pay Period 10, 2008, the salary for members of the Common Council (Aldermen) will increase by 2.4% ($2,816.24 biweekly; $73,222.24 annually). Effective Pay Period 10, 2009, the salary for Aldermen will remain at the 2008 rate (Per 2009 Budget Amendment #60). Effective Pay Period 10, 2010, the salary for Aldermen will remain at the 2008 rate (Per File #090592). Effective Pay Period 10, 2011, the salary for Aldermen will increase by 2.5% ($2,886.65 biweekly; $75,052.90 annually). The foregoing percentage increases are authorized and provided for in s.

350-100 of the Milwaukee code of ordinances.

At the commencement of the 2008 term of office, Pay Period 10, 2008, the salary of the Common Council President will increase by 2.4% ($3,182.66 biweekly; $82,749.16 annually). Effective Pay Period 10, 2009, the salary for the Common Council President will remain at the 2008 rate (Per 2009 Budget Amendment #60). Effective Pay Period 10, 2010, the salary for the Common Council President will remain at the 2008 rate (Per File #090592). Effective Pay Period 10, 2011, the salary for the Common Council President will increase by 2.5% ($3,262.23 biweekly; $84,817.98 annually). The foregoing percentage increases are authorized and provided for in s. 350-100 of the Milwaukee code of ordinances."

Under Salary Grade 012, add the title “Call Center Director.”

Under Salary Grade 020, delete footnote "1/" and replace with the following:

"1/ At the commencement of the 2008 term of office, Pay Period 10, 2008, the Mayor’s salary will increase by 2.4% ($5,666.76 biweekly; $147,335.76 annually). Effective pay period 10, 2009, the Mayor’s salary will remain at the 2008 rate of pay. Effective Pay Period 10, 2010, the Mayor’s salary will remain at the 2008 rate of pay. Effective Pay Period 10, 2011, the Mayor’s salary will increase by 2.5% ($5,808.43 biweekly; $151,019.18 annually). The foregoing percentage increases are authorized and provided for in s. 350-100 of the Milwaukee code of ordinances."

Part 4. Section 12 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 666

Official Rate-Biweekly (2007)

$1,694.07 $1,761.84 $1,832.32 $1,905.60 $1,981.83 $2,021.65 $2,080.27

Pay Range 670

Official Rate-Biweekly (2007)

$2,058.62 $2,138.91 $2,222.31 $2,308.98 $2,399.03 $2,492.60

Part 5. Section 12 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 666

Official Rate-Biweekly (2008)

$1,717.93 $1,786.38 $1,857.56 $1,931.58 $2,008.57 $2,048.79 $2,107.99

Pay Range 670

Official Rate-Biweekly (2008)

$2,086.13 $2,167.22 $2,251.45 $2,338.99 $2,429.94 $2,524.45

Part 6. Section 12 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 666

Official Rate-Biweekly (2008)

$1,735.11 $1,804.24 $1,876.14 $1,950.90 $2,028.66 $2,069.28 $2,129.07

Pay Range 670

Official Rate-Biweekly (2008)

$2,106.99 $2,188.89 $2,273.96 $2,362.38 $2,454.24 $2,549.69

Part 7. Section 12 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 666

Official Rate-Biweekly (2009)

$1,752.46 $1,822.28 $1,894.90 $1,970.41 $2,048.95 $2,089.97 $2,150.36

Pay Range 670

Official Rate-Biweekly (2008)

$2,128.06 $2,210.78 $2,296.70 $2,386.00 $2,478.78 $2,575.19

Part 8. Section 12 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 666

Official Rate-Biweekly (2009)

$1,769.98 $1,840.50 $1,913.85 $1,990.11 $2,069.44 $2,110.87 $2,171.86

Pay Range 670

Official Rate-Biweekly (2009)

$2,149.34 $2,232.89 $2,319.67 $2,409.86 $2,503.57 $2,600.94

Part 9. Section 14 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 704

Official Rate-Biweekly (2007)

$1,442.90 $1,475.26 $1,509.30 $1,545.15 $1,582.90

Pay Range 710

Official Rate-Biweekly (2007)

$1,519.30 $1,551.68 $1,585.67 $1,621.62 $1,670.51

Part 10. Section 14 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 704

Official Rate-Biweekly (2008)

$1,457.33 $1,490.01 $1,524.39 $1,560.60 $1,598.73

Pay Range 710

Official Rate-Biweekly (2008)

$1,534.49 $1,567.20 $1,601.53 $1,637.84 $1,687.22

Part 11. Section 14 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 704

Official Rate-Biweekly (2008)

$1,471.90 $1,504.91 $1,539.63 $1,576.21 $1,614.72

Pay Range 710

Official Rate-Biweekly (2008)

$1,549.83 $1,582.87 $1,617.55 $1,654.22 $1,704.09

Part 12. Section 14 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 704

Official Rate-Biweekly (2009)

$1,486.62 $1,519.96 $1,555.03 $1,591.97 $1,630.87

Pay Range 710

Official Rate-Biweekly (2009)

$1,565.33 $1,598.70 $1,633.73 $1,670.76 $1,721.13

Part 13. Section 14 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 704

Official Rate-Biweekly (2009)

$1,501.49 $1,535.16 $1,570.58 $1,607.89 $1,647.18

Pay Range 710

Official Rate-Biweekly (2009)

$1,580.98 $1,614.69 $1,650.07 $1,687.47 $1,738.34

Part 14. Section 17 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 785

Official Rate-Biweekly (2007)

2,018.49 2,079.05 2,141.42 2,205.67 2,271.83

Pay Range 788

Official Rate-Biweekly (2007)

2,205.67 2,271.83 2,339.99 2,410.18 2,482.49

Pay Range 796

Official Rate-Biweekly (2007)

2,055.93 2,154.65 2,258.06 2,366.42 2,479.98 2,599.04
2,723.78

Pay Range 798

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

Part 15. Section 17 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 785

Official Rate-Biweekly (2008)

2,038.67 2,099.84 2,162.83 2,227.73 2,294.55

Pay Range 788

Official Rate-Biweekly (2008)

2,227.73 2,294.55 2,363.39 2,434.28 2,507.31

Pay Range 796

Official Rate-Biweekly (2008)

2,076.49 2,176.20 2,280.64 2,390.08 2,504.78 2,625.03
2,751.02

Pay Range 798

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

Part 16. Section 17 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 785

Official Rate-Biweekly (2008)

2,059.06 2,120.84 2,184.46 2,250.01 2,317.50

Pay Range 788

Official Rate-Biweekly (2008)

2,250.01 2,317.50 2,387.02 2,458.62 2,532.38

Pay Range 796

Official Rate-Biweekly (2008)

2,097.25 2,197.96 2,303.45 2,413.98 2,529.83 2,651.28
2,778.53

Pay Range 798

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

Part 17. Section 17 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 785

Official Rate-Biweekly (2009)

2,079.65 2,142.05 2,206.30 2,272.51 2,340.68

Pay Range 788

Official Rate-Biweekly (2009)

2,272.51 2,340.68 2,410.89 2,483.21 2,557.70

Pay Range 796

Official Rate-Biweekly (2009)

2,118.22 2,219.94 2,326.48 2,438.12 2,555.13 2,677.79
2,806.32

Pay Range 798

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

Part 18. Section 17 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 785

Official Rate-Biweekly (2009)

2,100.45 2,163.47 2,228.36 2,295.24 2,364.09

Pay Range 788

Official Rate-Biweekly (2009)

2,295.24 2,364.09 2,435.00 2,508.04 2,583.28

Pay Range 796

Official Rate-Biweekly (2009)

2,139.40 2,242.14 2,349.74 2,462.50 2,580.68 2,704.57
2,834.38

Pay Range 798

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 646

Official Rate-Biweekly (2009)

2,301.96 2,397.84 2,504.74 2,587.38 2,672.76 2,760.97

Part 19. Part II, Section 8 of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 1, 2010 - December 27, 2009):

Add the title “Commissioners of Election.”

Part 20. Part II, Section 12 of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 1, 2010 - December 27, 2009):

Under Part II, Sec. 12. Management Pay Plan, delete e. (2) and replace with the following:

(2) Increases Within Salary Grade: For Pay Period 1, 2010 through pay Period 26, 2011, Management Pay Plan Employees shall not be eligible for an annual salary increment. Salary advancement for elected officials is described below in subsections (7) and (8).

Delete e. (3) in its entirety and renumber the remaining sections.

Delete e. (5) and replace with the following:

(5) Seasonal Managers: City employees who are appointed to management positions on a seasonal basis, and who revert to non-management classifications during the remainder of the year, shall be eligible for a full salary adjustment during the pay period in which they achieve a cumulative twenty six (26) pay periods of service in management except that time served from Pay Period 1, 2010 through Pay Period 26, 2011 shall not be included in the cumulative total. Such annual salary increments will be provided under the same conditions as for others in the Management Pay Plan.

Delete e. (6) and replace with the following:

(6) Department Heads: Otherwise eligible heads of departments shall be entitled to receive a performance review and salary adjustment under the same conditions as established for general City managers. Evaluations of department heads shall be made by their appointment authority. For those department heads who serve under boards and commissions appointed by the Mayor, this recommended performance evaluation and salary adjustment shall be forwarded to the Mayor, who shall have final determination in assessing each department head's job performance during the preceding rating period, and approving the salary increment except that effective Pay Period 1, 2010 through Pay Period 26, 2011 Management Pay Plan Employees, other than elected officials, shall not be eligible for a salary increment.

Delete g. and replace with the following:

g. Demotions: Demotions of management employees are under the authority of and administered by the Department of Employee Relations. In instances where a management employee disagrees with the salary determination associated with a demotion, he or she may appeal to the Employee Relations Director. Managers, who are demoted for any of the reasons stated below, will retain their last salary anniversary date for pay progression purposes.

Whenever a manager's salary is decreased by a percentage due to a demotion, the percentage will be 3%, 5% or 7% depending on whether the position is in the professional, management, or leadership category. The placement of the manager's salary in the new salary grade after the demotion will be determined as follows:

| Type of Demotion | Reason for Demotion | Determination of Rate of Pay after Demotion |
|---|---|---|
| Involuntary demotion (disciplinary action issued by hiring authority) | Ineffective job performance (Includes Expiration of Exempt Appointment-Discharge)* | A decrease in pay of 3% (professional), 5% (management) or 7% (leadership); or the maximum of the new salary grade, whichever is lower. |
| | Misconduct (Includes Expiration of Exempt Appointment-Discharge)* | Same percentage above the minimum of the lower salary grade as was the current rate of pay above the minimum of the higher salary grade. |
| Involuntary Demotion (due to factors outside the control of the manager) | Reclassification, reassignment, reduction in work force, or anticipation of such reduction. (Includes Expiration of Exempt Appointment-Separation)** | Same rate of pay or the maximum of the new salary grade, whichever is lower. |
| Voluntary Demotion | Career Change (Includes Expiration of Exempt Appointment-Resignation)*** | A decrease in pay of 3% (professional), 5% (management) or 7% (leadership); or the maximum of the new salary grade, whichever is lower. |

* Expiration of Exempt Appointment-Discharge- involuntary expiration of exempt appointment by the hiring authority for disciplinary reasons including unsatisfactory performance or misconduct.

**Expiration of Exempt Appointment-Separation- involuntary expiration of exempt appointment for reasons related to reclassification, reassignments, reductions in workforce or the anticipation of such reduction.

***Expiration of Exempt Appointment-Resignation - voluntary resignation by exempt employee due to career change.

Delete j. and replace with the following:

j. Salary Adjustment Appeals: Managers may appeal the delay or denial of a salary increment to the City Service Commission except that, effective Pay Period 1, 2010 through Pay Period 26, 2011, Management Pay Plan Employees, other than elected officials, shall not be eligible for a salary increment. The Department of Employee Relations shall establish a procedure for conducting this dispute resolution and appeal process.

Part 21. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Part 22. The provisions of Parts 4, 9 and 14 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 5, 10 and 15 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 Parts 6,11 and 16 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 7, 12 and 17 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 8, 13 and 18 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 Parts 1, 3, 19 and 20 of this ordinance are deemed to have been in force and effect from and after Pay Period 1, 2010 (December 27, 2009).

The provisions of all other parts of this ordinance are deemed to be in force and effect from and after its passage and publication.

Part 23. This ordinance will take effect and be in force from and after its passage and publication.

..Drafter
City Clerk's Office
TJM
12/16/09

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 090720 **Version:** 0 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 9/24/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | Resolution authorizing the issuance of general obligation notes to pay a general and current municipal expense associated with grant programs. | | |
| **Sponsors:** | ALD. MURPHY | | |
| **Indexes:** | AMERICAN RECOVERY AND REINVESTMENT ACT, GENERAL OBLIGATION BONDS, MUNICIPAL BORROWING | | |
| **Attachments:** | Fiscal Note, Cover Letter, Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 9/24/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 9/30/2009 | 0 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |



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**Number**
090720

**Version**
Original

**Reference**

**Sponsor**
THE CHAIR

**Title**
Resolution authorizing the issuance of general obligation notes to pay a general and current municipal expense associated with grant programs.

**Analysis**
The federal government will provide grant funding to the City for various economic stimulus purposes. The City desires to begin working on these projects prior to the actual receipt of the grant. Until such grants are received, an alternative funding source is required, and usually Contingent Borrowing is used. Contingent Borrowing can also be used to provide a City matching portion, if any, for any of the grants.

This resolution authorizes the issuance of general obligation notes under s. 67.12(12), Wis. Stats., for the financing of the economic stimulus grant programs prior to the receipt of the grant funding.

**Body**
Whereas, The budget for the fiscal year 2009 (the "Fiscal Year") of the City of Milwaukee authorizes contingent borrowing in the form of general obligation bonds or notes, for any purposes not contemplated at the time the budget was adopted in the amount of at least $35,000,000; and

Whereas, Section 67.12(12), Wis. Stats., authorizes the issuance of general obligation notes for the purpose of paying a general and current municipal expense, such as expenses associated with the federal economic stimulus grant programs; and

Whereas, That under federal economic stimulus grant programs, it is anticipated that funds will be approved but such funds have not been released to the City; and the City desires $35,000,000 to fund the programs pending approval, receipt of the grant funds, and to pay the City's matching portion, if any; and

Whereas, The Common Council is desirous of issuing and selling up to $35,000,000 of promissory notes for economic stimulus costs in the event such grants are not received as anticipated; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Commissioners of the Public Debt are authorized to sell and issue general obligation short-term promissory notes under s. 67.12(12), Wis. Stats., in an amount not to exceed $35,000,000 for the purpose of funding the federal economic stimulus grant programs; and, be it

Further Resolved, That said promissory notes shall be issued pursuant to amounts provided for in the Fiscal Year's budget for Contingent Borrowing; and, be it

Further Resolved, that notes pursuant to this resolution are designated an approved use for Contingent



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Borrowing as authorized to be issued by Resolution File Number 080960.

**Requestor**
Comptroller

**Drafter**
RSL
PD-7582aW.rtf



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# CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV.6/86)

A) DATE: September 21, 2009

FILE NUMBER:
Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution authorizing the issuance of general obligation notes to pay a general and current municipal expense associated with grant programs.

B) SUBMITTED BY (name/title/dept./ext.): Richard Li/Public Debt Specialist/Comptroller/2319

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)
- ☐ CAPITAL PROJECTS FUND (CPF)
- ☐ PERM. IMPROVEMENT FUNDS (PIF)
- ☒ OTHER (SPECIFY) Debt Service Fund
- ☒ CONTINGENT FUND (CF)
- ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
- ☐ GRANT & AID ACCOUNTS (G & AA)

| E) PURPOSE | SPECIFY TYPE/USE | ACCOUNT | EXPENDITURE | REVENUE | SAVINGS |
|---|---|---|---|---|---|
| SALARIES/WAGES: | | | | | |
| | | | | | |
| | | | | | |
| SUPPLIES: | | | | | |
| | | | | | |
| MATERIALS: | | | | | |
| | | | | | |
| NEW EQUIPMENT: | | | | | |
| | | | | | |
| EQUIPMENT REPAIR: | | | | | |
| | | | | | |
| OTHER: | Debt Service Fund | | See Below | | |
| | Contingent Fund | | 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.**

| | | |
|---|---|---|
| ☒ 1-3 YEARS | ☒ 3-5 YEARS | $0 expected, but could be $4 million per year in a worst case scenario. |
| ☐ 1-3 YEARS | ☐ 3-5 YEARS | |
| ☐ 1-3 YEARS | ☐ 3-5 YEARS | |

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

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

This file authorizes the expenditure for Federal Economic Stimulus projects in anticipation of receiving the grants.

In the event anticipated federal economic stimulus grants are not received, these notes would be issued to pay for costs to date.

Note: Known as “PD-7582fW.doc”

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

City of Milwaukee

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

September 21, 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.

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-7582W.DOC

**F&P FILE NUMBER: 090720**

| NAME | ADDRESS | DATE SENT | | |
|---|---|---|---|---|
| Wally Morics | Comptroller | 9/30/09 | | |
| Richard Li | Public Debt | x | | |
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# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 081611 **Version:** 0 | | |
| **Type:** | Resolution | **Status:** | In Committee |
| **File created:** | 3/25/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | Resolution authorizing the issuance of general obligation notes to pay a general and current municipal expense associated with grant programs. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | AMERICAN RECOVERY AND REINVESTMENT ACT, GENERAL OBLIGATION BONDS, GRANTS | | |
| **Attachments:** | Fiscal Note, Cover Letter | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 3/25/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |



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**Number**
081611

**Version**
Original

**Reference**

**Sponsor**
THE CHAIR

**Title**
Resolution authorizing the issuance of general obligation notes to pay a general and current municipal expense associated with grant programs.

**Analysis**
The federal government will provide grant funding to the City for various economic stimulus purposes. The City desires to begin working on these projects prior to the actual receipt of the grant. Until such grants are received, an alternative funding source is required, and usually Contingent Borrowing is used. Contingent Borrowing can also be used to provide a City matching portion, if any, for any of the grants.

This resolution authorizes the issuance of general obligation notes under s. 67.12(12), Wis. Stats., for the financing of the economic stimulus grant programs prior to the receipt of the grant funding.

**Body**
Whereas, The budget for the fiscal year 2009 (the "Fiscal Year") of the City of Milwaukee authorizes contingent borrowing in the form of general obligation bonds or notes, for any purposes not contemplated at the time the budget was adopted in the amount of $130,000,000; and

Whereas, Section 67.12(12), Wis. Stats., authorizes the issuance of general obligation notes for the purpose of paying a general and current municipal expense, such as expenses associated with the federal economic stimulus grant programs; and

Whereas, That under federal economic stimulus grant programs, it is anticipated that funds will be approved but such funds have not been released to the City; and the City desires $__,000,000 to fund the programs pending approval, receipt of the grant funds, and to pay the City's matching portion, if any; and

Whereas, The Common Council is desirous of issuing and selling up to $__,000,000 of promissory notes for economic stimulus costs in the event such grants are not received as anticipated; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Commissioners of the Public Debt are authorized to sell and issue general obligation short-term promissory notes under s. 67.12(12), Wis. Stats., in an amount not to exceed $__,000,000 for the purpose of funding the federal economic stimulus grant programs; and, be it

Further Resolved, That said promissory notes shall be issued pursuant to amounts provided for in the Fiscal Year's budget for Contingent Borrowing; and, be it

Further Resolved, That notes pursuant to this resolution are designated an approved use for Contingent



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Borrowing as authorized to be issued by Resolution File Number 080960.

**Requestor**
Comptroller

**Drafter**
RSL
PD-7520bW.rtf



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# CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV.6/86)

A) DATE: March 18, 2009

FILE NUMBER:
Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution authorizing the issuance of general obligation notes to pay a general and current municipal expense associated with grant programs.

B) SUBMITTED BY (name/title/dept./ext.): Richard Li/Public Debt Specialist/Comptroller/2319

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)
☐ CAPITAL PROJECTS FUND (CPF)
☐ PERM. IMPROVEMENT FUNDS (PIF)
☒ OTHER (SPECIFY) Debt Service Fund
☒ CONTINGENT FUND (CF)
☐ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ GRANT & AID ACCOUNTS (G & AA)

| E) PURPOSE | SPECIFY TYPE/USE | ACCOUNT | EXPENDITURE | REVENUE | SAVINGS |
|---|---|---|---|---|---|
| SALARIES/WAGES: | | | | | |
| | | | | | |
| | | | | | |
| SUPPLIES: | | | | | |
| | | | | | |
| MATERIALS: | | | | | |
| | | | | | |
| NEW EQUIPMENT: | | | | | |
| | | | | | |
| EQUIPMENT REPAIR: | | | | | |
| | | | | | |
| OTHER: | Debt Service Fund | | See Below | | |
| | Contingent Fund | | 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.**

| | | |
|---|---|---|
| ☒ 1-3 YEARS | ☒ 3-5 YEARS | $0 expected, but could be $6 million per year in a worst case scenario. |
| ☐ 1-3 YEARS | ☐ 3-5 YEARS | |
| ☐ 1-3 YEARS | ☐ 3-5 YEARS | |

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

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

This file authorizes the expenditure for Federal Economic Stimulus projects in anticipation of receiving the grants.

In the event anticipated federal economic stimulus grants are not received, these notes would be issued to pay for costs to date.

Note: Known as “PD-7520bfW.doc”

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

City of Milwaukee

Office of the Comptroller

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

Michael J. Daun
Deputy Comptroller

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

Craig D. Kammholz
Special Deputy Comptroller

March 17, 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 contingent borrowing for 2008 excess expenditures, and economic stimulus grants.

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-7520W.DOC

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 090770 **Version:** 0 | | |
| **Type:** | Charter Ordinance | **Status:** | In Committee |
| **File created:** | 10/13/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | A charter ordinance relating to retirement benefits for nonmanagement/nonrepresented City Employees. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | CHARTER ORDINANCES, NONMANAGEMENT NONREPRESENTED PERSONNEL | | |
| **Attachments:** | Cover Letter | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 10/13/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |



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Number
090770
Version
ORIGINAL
Reference

Sponsor
THE CHAIR
Title
A charter ordinance relating to retirement benefits for nonmanagement/nonrepresented City Employees.
Drafter
DER
MM::fcw
11/01/09



powered by Legistar™

October 1, 2009

To the Honorable
The Common Council
City of Milwaukee

Dear Common Council Members:

We wish to open two files regarding a charter ordinance relating to retirement benefits for nonmanagement/nonrepresented City Employees.

Sincerely,

MARIA MONTEAGUDO
Employee Relations Director

MM:fcw

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 090771 **Version:** 0 | | |
| **Type:** | Charter Ordinance | **Status:** | In Committee |
| **File created:** | 10/13/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | A charter ordinance further amending retirement benefits for nonmanagement/nonrepresented City Employees. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | CHARTER ORDINANCES, NONMANAGEMENT NONREPRESENTED PERSONNEL, RETIREMENT BENEFITS | | |
| **Attachments:** | Cover Letter | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 10/13/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |



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**Number**
090771
**Version**
ORIGINAL
**Reference**

**Sponsor**
THE CHAIR
**Title**
A charter ordinance further amending retirement benefits for nonmanagement/nonrepresented City Employees.
**Drafter**
DER
MM::fcw
11/01/09



powered by Legistar™

October 1, 2009

To the Honorable
The Common Council
City of Milwaukee

Dear Common Council Members:

We wish to open two files regarding a charter ordinance relating to retirement benefits for nonmanagement/nonrepresented City Employees.

Sincerely,

MARIA MONTEAGUDO
Employee Relations Director

MM:fcw

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 090855 **Version:** 0 | | |
| **Type:** | Charter Ordinance | **Status:** | In Committee |
| **File created:** | 11/3/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | Charter ordinance relating to retirement benefits for the management pay plan employees. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | CHARTER ORDINANCES, MANAGEMENT EMPLOYEES, MANAGEMENT PAY PLAN, RETIREMENT BENEFITS | | |
| **Attachments:** | Cover Letter | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 11/3/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |



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Number
090855
Version
ORIGINAL
Reference

Sponsor
THE CHAIR
Title
Charter ordinance relating to retirement benefits for the management pay plan employees.
Drafter
DER
MM::fcw
10/20/09



powered by Legistar™

October 20, 2009

To the Honorable
The Common Council
City of Milwaukee

Dear Common Council Members,

We wish to open a file regarding a charter ordinance relating to retirement benefits for management pay plan employees.

Sincerely,

MARIA MONTEAGUDO
Employee Relations Director

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 090844 **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 relating to automobile allowance for the Management Pay Plan employees. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | AUTO ALLOWANCE, MANAGEMENT EMPLOYEES, MANAGEMENT PAY PLAN | | |
| **Attachments:** | Cover Letter | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 11/3/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 12/9/2009 | 0 | FINANCE & PERSONNEL COMMITTEE | HEARING NOTICES SENT | | |



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**Number**
090844
**Version**
ORIGINAL
**Reference**

**Sponsor**
THE CHAIR
**Title**
An ordinance relating to automobile allowance for the Management Pay Plan employees.
**Drafter**
DER
MM::fcw
10/15/09



powered by Legistar™

October 15, 2009

To the Honorable
The Common Council
City of Milwaukee

Dear Common Council Members:

We wish to open a file regarding automobile allowance for the Management Pay Plan employees.

Sincerely,

MARIA MONTEAGUDO
Employee Relations Director

MM:fcw

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 090911 **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 relating to transportation and travel benefits for employees represented by Technicians, Engineers and Architects of Milwaukee. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | LABOR CONTRACTS, TRAVEL BENEFITS | | |
| **Attachments:** | Cover Letter, Cover letter from Dept. of Employee Relations, Fiscal note | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 11/3/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |



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Number
090911
Version
ORIGINAL
Reference

Sponsor
THE CHAIR
Title
An ordinance relating to transportation and travel benefits for employees represented by Technicians, Engineers and Architects of Milwaukee.
Requestor
DER-Labor Relations Division
Drafter:
NMF
11/2/09



powered by Legistar™

October 28, 2009

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

Dear Mr. Owczarski:

In order to implement the benefit changes contained in the 2007-2009 and 2010-2011 Agreements between the City of Milwaukee and Technicians, Engineers and Architects of Milwaukee the provisions of Chapter 350 of the ordinances relating to travel and transportation must be changed. Please open a file for this purpose.

Sincerely,

Troy M. Hamblin
Labor Negotiator

NMF
Open cc file-travel
labr\TEAM\2007-2009/07-09,10-11 implementation

..Number

..Version
ORIGINAL
..Reference

..Sponsor
THE CHAIR
..Title
A charter ordinance relating to retirement benefits for certain City of Milwaukee employees.

..Requestor
Department of Employee Relations
..Drafter
JJA:
Title file
Labr/lo-215

November 10, 2009

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

RE: File No. 090911

Dear Committee Members:

The above referenced charter 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 Technicians, Engineers and Architects of Milwaukee.

Costs associated with this ordinance were reported on the Fiscal Note attached to Common Council File No. 090911.

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

Sincerely,

Troy M. Hamblin
Labor Negotiator

NMF
090911 Auto F&P ltr
labr\TEAM\2007-2009/07-09; 10-11 Implementation

DER-VERS (9/97)

# CITY OF MILWAUKEE FISCAL NOTE

CC-170(REV.6/86)

**A) Date:** 11-10-09

**File Number:** 090911

Original Fiscal Note Substitute ♦

**Subject:** A substitute ordinance relating to employe automobile mileage reimbursement for employes represented by Technicians, Engineers and Architects or Milwaukee.

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

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

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

| E) Purpose | Specify Type/Use | Account | Expenditure | Revenue | Savings |
|---|---|---|---|---|---|
| Salaries/Wages: | | | | | |
| Pensions: | | | | | |
| Health Ins: | | | | | |
| Life Ins: | | | | | |
| Equip Repair: | | | | | |
| Other: Auto | | | 0 | | |
| | | | | | |
| **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**.

| | | |
|---|---|---|
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 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 file # 070021.

H) Computations used in arriving at fiscal estimate:

Please list any comments on reverse side and check here Γ

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 090912 **Version:** 0 | | |
| **Type:** | Charter Ordinance | **Status:** | In Committee |
| **File created:** | 11/3/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | A charter ordinance relating to retirement benefits for employees represented by Technicians, Engineers and Architects of Milwaukee. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | CHARTER ORDINANCES, LABOR CONTRACTS, RETIREMENT BENEFITS | | |
| **Attachments:** | Cover Letter, Cover letter from Dept of Employee Relations, Fiscal note | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 11/3/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |



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Number
090912
Version
ORIGINAL
Reference

Sponsor
THE CHAIR
Title
A charter ordinance relating to retirement benefits for employees represented by Technicians, Engineers and Architects of Milwaukee.
Requestor
DER-Labor Relations Division
Drafter:
NMF
11/2/09



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October 28, 2009

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

Dear Mr. Owczarski:

In order to implement the benefit changes contained in the 2007-2009 and 2010-2011 Agreements between the City of Milwaukee and Technicians, Engineers and Architects of Milwaukee the provisions of Chapter 36 of the ordinances relating to the Employees' Retirement System must be changed. Please open a file for this purpose.

Sincerely,

Troy M. Hamblin
Labor Negotiator

NMF
Open cc file-pension
labr\TEAM\2007-2009/07-09,10-11 implementation

..Number

..Version
ORIGINAL
..Reference

..Sponsor
THE CHAIR
..Title
A charter ordinance relating to retirement benefits for certain City of Milwaukee employees.

..Requestor
Department of Employee Relations
..Drafter
JJA:
Title file
Labr/lo-215

November 10, 2009

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

RE: File No. 090912

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 Technicians, Engineers and Architects of Milwaukee.

Costs associated with this ordinance were reported on the Fiscal Note attached to Common Council File No. 090912.

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

Sincerely,

Troy M. Hamblin
Labor Negotiator

NMF
090912 ChOrd F&P ltr
labr\TEAM\2007-2009/07-09; 10-11 Implementation

DER-VERS (9/97)

# CITY OF MILWAUKEE FISCAL NOTE

CC-170(REV.6/86)

**A) Date:** 11-10-09

**File Number:** 090912

Original Fiscal Note ■ Substitute Γ

**Subject:** A charter ordinance relating to retirement benefits for employees represented by Technicians, Engineers and Architects of Milwaukee.

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

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

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

| E) Purpose | Specify Type/Use | Account | Expenditure | Revenue | Savings |
|---|---|---|---|---|---|
| Salaries/Wages: | | | | | |
| Pensions: | | | $0 | | |
| Health Ins: | | | | | |
| Life Ins: | | | | | |
| Equip Repair: | | | | | |
| Other: Auto | | | | | |
| | | | | | |
| **Totals** | | | $0 | | |

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

| | | |
|---|---|---|
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 3-5 Years | |

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

Costs for this file were included in the fiscal note for Common Council file #070021.

H) Computations used in arriving at fiscal estimate:

Please list any comments on reverse side and check here Γ

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 090900 **Version:** 0 | | |
| **Type:** | Charter Ordinance | **Status:** | In Committee |
| **File created:** | 11/3/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | A charter ordinance relating to retirement benefits for employees represented by The Association of Municipal Attorneys. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | CITY ATTORNEY, RETIREMENT BENEFITS | | |
| **Attachments:** | Cover Letter, Cover letter from Dept of Employee Relations, Fiscal note | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 11/3/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |



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Number
090900
Version
ORIGINAL
Reference

Sponsor
THE CHAIR
Title
A charter ordinance relating to retirement benefits for employees represented by The Association of Municipal Attorneys.
Requestor
DER-Labor Relations Division
Drafter:
NMF
#
labr/ATTORNEY/2007-2009/07-09,10-11 Implementation



powered by Legistar™

October 28, 2009

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

Dear Mr. Owczarski:

In order to implement the benefit changes contained in the 2007-2009 and 2010-2011 Agreements between the City of Milwaukee and The Association of Municipal Attorneys the provisions of Chapter 36 of the ordinances relating to the Employees' Retirement System must be changed. Please open a file for this purpose.

Sincerely,

Troy M. Hamblin
Labor Negotiator

NMF
Open cc file-pension
labr\ATTORNEY\2007-2009/07-09,10-11 implementation

..Number

..Version
ORIGINAL
..Reference

..Sponsor
THE CHAIR
..Title
A charter ordinance relating to retirement benefits for certain City of Milwaukee employees.

..Requestor
Department of Employee Relations
..Drafter
JJA:
Title file
Labr/lo-215

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

DER-VERS (9/97)

# CITY OF MILWAUKEE FISCAL NOTE

CC-170(REV.6/86)

**A) Date:** 11-10-09

**File Number:** 090900

Original Fiscal Note ■ Substitute Γ

**Subject:** A charter ordinance relating to retirement benefits for employees represented by The Association of Municipal Attorneys.

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

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

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

| E) Purpose | Specify Type/Use | Account | Expenditure | Revenue | Savings |
|---|---|---|---|---|---|
| Salaries/Wages: | | | | | |
| Pensions: | | | $0 | | |
| Health Ins: | | | | | |
| Life Ins: | | | | | |
| Equip Repair: | | | | | |
| Other: Auto | | | | | |
| | | | | | |
| **Totals** | | | $0 | | |

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

| | | |
|---|---|---|
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 3-5 Years | |
| Γ 1-3 Years | Γ 3-5 Years | |

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

Costs for this file were included in the fiscal note for Common Council file #070024.

H) Computations used in arriving at fiscal estimate:

Please list any comments on reverse side and check here Γ

# City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

## Master With Text

### File Number: 090334

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 090334 | **Type:** | Ordinance | **Status:** | In Committee |
| **Version:** | 0 | **Reference:** | | **Controlling Body:** | FINANCE & PERSONNEL COMMITTEE |
| **Requester:** | BUDGET AND MANAGEMENT ANALYSIS DIVISION | **Cost:** | | **File Created:** | 07/07/2009 |
| **File Name:** | | | | **Final Action:** | |

**Title:** Ordinance amending the Solid Waste Charge.

**Notes:**

| | | | |
|---|---|---|---|
| **Code Sections:** | | **Agenda Date:** | |
| **Indexes:** | BUDGET, FEES, SNOW REMOVAL, SOLID WASTE DISPOSAL | **Agenda Number:** | |
| **Sponsors:** | THE CHAIR | **Enactment Date:** | |
| **Attachments:** | Cover Letter | **Enactment Number:** | |
| **Drafter:** | mn | **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 | 07/07/2009 | ASSIGNED TO | FINANCE & PERSONNEL COMMITTEE | | | |
| | **Action Text:** | This Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE | | | | | |
| 0 | FINANCE & PERSONNEL COMMITTEE | 11/04/2009 | HELD TO CALL OF THE CHAIR | | | | Pass |
| | **Action Text:** | A motion was made by ALD. DUDZIK that this Ordinance be HELD TO CALL OF THE CHAIR. This motion PREVAILED by the following vote: | | | | | |
| Mover: | ALD. DUDZIK | Aye:5 - Murphy, Bauman, Dudzik, Coggs, and Kovac<br>No:0 | | | | | 5-0 |
| 0 | FINANCE & PERSONNEL COMMITTEE | 12/16/2009 | | | | | |

### Text of Legislative File 090334

..Number

090334
..Version
ORIGINAL
..Reference

..Sponsor
THE CHAIR
..Title
Ordinance amending the Solid Waste Charge.
..Drafter
Budget & Mgt.
MN
6/30/09

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 090593 **Version:** 0 | | |
| **Type:** | Charter Ordinance | **Status:** | In Committee |
| **File created:** | 9/1/2009 | **In control:** | FINANCE & PERSONNEL COMMITTEE |
| **On agenda:** | | **Final action:** | |
| **Effective date:** | | | |
| **Title:** | A charter ordinance implementing various provisions of the 2010 budget. | | |
| **Sponsors:** | THE CHAIR | | |
| **Indexes:** | BUDGET, CHARTER ORDINANCES | | |
| **Attachments:** | | | |

| Date | Ver. | Action By | Action | Result | Tally |
|---|---|---|---|---|---|
| 9/1/2009 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 9/10/2009 | 0 | FINANCE & PERSONNEL COMMITTEE | REFERRED TO | | |
| 11/4/2009 | 0 | FINANCE & PERSONNEL COMMITTEE | HELD TO CALL OF THE CHAIR | Pass | 5:0 |



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**Number**
090593
**Version**
ORIGINAL
**Reference**

**Sponsor**
THE CHAIR
**Title**
A charter ordinance implementing various provisions of the 2010 budget.

**Requestor**

**Drafter**
LRB09365-1
TWM:lp
9/1/09



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