



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

February 19th, 2010

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

Re: Common Council Contingent Fund Status

Dear Committee Members:

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

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

Very truly yours,



W. MARTIN MORICS
Comptroller

WMM:td

Attachment

CC: City Clerk
Budget Office
LRB

2009 COMMON COUNCIL CONTINGENT FUND
Status on 02/19/2010

Funds Appropriated

2009 Adopted Budget 5,000,000.00

Transfers authorized by prior Council meetings

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

Remaining Reserved Commitments Authorized by prior Council meetings

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

Total Transfers & Reserved (1,420,770.18)

Balance Available on Feb. 19th, 2010 3,579,229.82

% Expended/Reserved Current status 28%

Comparative Balance Available on Feb. 19th, of prior years

	<u>Balance</u>	<u>Budgeted</u>	<u>% Expended</u>
2004	2,886,629	5,000,000	42%
2005	3,468,134	5,000,000	31%
2006	4,264,786	5,500,000	22%
2007	2,217,000	5,500,000	60%
2008	1,268,349	5,000,000	75%
Average of prior years	2,820,980	5,200,000	46%

Office of the Comptroller
TD



City of Milwaukee

City Hall
200 East Wells Street
Milwaukee, WI 53202

Meeting Agenda COMMON COUNCIL

Tuesday, March 2, 2010

9:00 AM

Council Chambers, 3rd Fl., City Hall

THE FINANCE & PERSONNEL COMMITTEE RECOMMENDS:

PASSAGE OF THE FOLLOWING:

1. [091253](#) A substitute ordinance to further amend the 2010 rates of pay of offices and positions in the City Service.
Sponsors: THE CHAIR
---(Note: Committee vote: 4 ayes, 1 no)
2. [091254](#) A substitute ordinance to further amend the 2010 offices and positions in the City Service.
Sponsors: THE CHAIR
---(Note: Committee vote: 4 ayes, 1 no)
3. [091274](#) A substitute charter ordinance relating to annual valuations of the assets and liabilities of the employees' retirement system.
Sponsors: THE CHAIR
---(Note: Committee vote: 4 ayes, 1 no)
4. [091308](#) A substitute charter ordinance relating to retirement benefits for certain city employees.
Sponsors: THE CHAIR

ADOPTION OF THE FOLLOWING:

5. [070016](#) Substitute resolution to ratify and confirm the final agreements between the City of Milwaukee and IAMAW, District No. 10, AFL-CIO.
Sponsors: THE CHAIR
6. [091224](#) Resolution appropriating \$50,000 from the 2009 Common Council Contingent Fund account to the Assessor's Office to pay for legal consulting fees related to remissions cases.
Sponsors: THE CHAIR
7. [091322](#) Substitute resolution authorizing \$14,360,000 of contingent borrowing for school purposes.
Sponsors: THE CHAIR

8. [091323](#) Resolution authorizing the sale and issuance of general obligation bonds in the aggregate amount of \$14,360,000 for school purposes.
 Sponsors: THE CHAIR
9. [091397](#) Substitute resolution authorizing \$16,805,000 of contingent borrowing for Redevelopment Purposes.
 Sponsors: Ald. Murphy
10. [091398](#) Resolution relating to issuance and sale of general obligation bonds in the aggregate amount of \$16,805,000 for providing financial assistance to blight elimination, slum clearance, community development, redevelopment and urban renewal programs and projects.
 Sponsors: Ald. Murphy
11. [091404](#) Resolution relating to the inclusion of the City of Milwaukee Housing Trust Fund as a participating recipient of donations in future City UPAF/Visions and Combined Giving campaigns.
 Sponsors: Ald. Murphy

PLACING ON FILE THE FOLLOWING:

12. [091382](#) Communication from the Department of Administration - Budget and Management Analysis Division regarding vacancy requests, fund transfers and equipment requests.
 Sponsors: THE CHAIR
13. [091383](#) Communication from the Department of Employee Relations relating to classification studies scheduled for City Service Commission action.
 Sponsors: THE CHAIR
 ---(Note: Committee vote: 4 ayes, 1 no)



Legislation Details (With Text)

File #: 091382 **Version:** 0

Type: Communication **Status:** In Committee

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

On agenda: **Final action:**

Effective date:

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

Sponsors: THE CHAIR

Indexes: VACANCY REQUESTS

Attachments:

Date	Ver.	Action By	Action	Result	Tally
2/9/2010	0	COMMON COUNCIL	ASSIGNED TO		
2/19/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

091382

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

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

Drafter

CC-CC

Tjm

2/4/10

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

DATE: February 25, 2010

TIME: 9:00 A.M.

PLACE: Committee Room 301-B
City Hall

SCHEDULE A: Vacancy Requests

SCHEDULE A - VACANCY REQUESTS

Finance & Personnel Committee Meeting: February 25, 2010

CSC-Status - Under Civil
Service Unless Noted as
Exempt (E)Funding Source - 100%
Operating Budget Unless
Otherwise Indicated

I.D. No.	Department and Position	Pay Range	Date Vacant	Number of Positions With Same Title					CSC Status and/or Funding Source	Int/ Ext Fill	Code
				Authorized	Filled excl. this pos.	Recomm. Authori- zation	Vac. Prev. Appr.	Other Vac.			
	<u>PROPERTY TAX LEVY SUPPORTED POSITIONS</u>										
10056	<u>FIRE DEPARTMENT</u> Fire Equipment Dispatcher	858	1/29/10	21	19	1	0	1		Ext	x-1
10057	<u>HEALTH DEPARTMENT</u> Office Assistant III	425	12/29/09	2	0	1	2	0		Int/Ext	x-2b
10058	<u>LIBRARY</u> Library Personnel Officer	7	4/17/10	1	0	1	0	0		Ext	x-3
10059	Library Technician II	410	1/22/10	11	10	1	0	0		Int	x-2b
10060	<u>MUNICIPAL COURT</u> Administrative Specialist	2	3/6/10	2	0	1	0	1		Int/Ext	x-3
10094	Administrative Specialist	2	4/3/10	2	0	1	0	1		Int/Ext	x-3
10061	<u>DEPT. OF NEIGHBORHOOD SERVICES</u> Special Enforcement Inspector	572	12/27/09	14	12	1	0	1		Int	x-2b
10062-65	<u>POLICE DEPARTMENT</u> Captain of Police (4 positions)	839	NA 1/18/10 12/2/09	23	17	4	0	2		Int	x-1
10066	Captain of Police	839	8/28/09	23	17	1	0	5		Int	x-1
10067-69	Police Lieutenant (3 positions)	836		33	30	3	0	0		Int	x-1
10070-72	Police Lieutenant (3 positions)	836		36	33	3	0	0		Int	x-1
10073	Police Identification Supervisor	835	8/25/09	6	5	1	0	0		Int	x-1
10074-76	Police Sergeant (3 positions)	831		194	191	3	0	0		Int	x-1
10077-86	Police Telecommunicator (Seas) (10 pos.)	928		10	0	10	0	0		Ext	x-1
10087	<u>DPW-INFRASTRUCTURE SERVICES</u> Machinist I	282	1/24/10	4	3	1	0	0	25% Capital 50% Reim;50% Capital	Ext	x-2b
10088	Maintenance Technician III	268	1/30/09	2	1	1	0	0		Int/Ext	x-2b
10090	<u>DPW-OPERATIONS DIVISION</u> Office Assistant III	425	12/24/08	1	0	1	0	0		Int/Ext	x-2b
	<u>NON-PROPERTY TAX LEVY SUPPORTED POSITIONS (Enterprise Funds, Grants)</u>										
10091	<u>EMPLOYES' RETIREMENT SYSTEM</u> ERS Chief Technology Officer	16		1	0	1	0	0	Pension Trust	Int/Ext	x-6
10092	<u>DEPT. OF NEIGHBORHOOD SERVICES</u> Special Enforcement Inspector	572	5/7/09	14	12	1	0	1	CDBG-Code Targeted	Int	x-6
10093	<u>DPW-PARKING FUND</u> Tow Lot Assistant III	445	1/6/10	7	6	1	0	0	Parking Fund	Int/Ext	x-6



Legislation Details (With Text)

File #: 091383 **Version:** 0

Type: Communication **Status:** In Committee

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

On agenda: **Final action:**

Effective date:

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

Sponsors: THE CHAIR

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

Attachments:

Date	Ver.	Action By	Action	Result	Tally
2/9/2010	0	COMMON COUNCIL	ASSIGNED TO		
2/19/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

091383

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

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

Drafter

CC-CC

TJM

2/4/10



Department of Employee Relations

February 22, 2010

Tom Barrett
Mayor

Maria Monteagudo
Director

Michael Brady
Employee Benefits Director

Troy M. Hamblin
Labor Negotiator

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

Dear Committee Members: Re: Common Council File Number 091383

The following classification and pay recommendations will be submitted to the City Service Commission for consideration on February 23, 2010. We recommend these changes subject to approval by the City Service Commission:

In the Port of Milwaukee, one new position is recommended for classification as Deputy Port Director, SG 12.

In the Department of Administration, one new position is recommended for classification as Project Manager-Milwaukee Shines, SG 08.

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: 2 Job Evaluation Report
 1 Fiscal Note

C: Mark Nicolini, Renee Joos, Marianne Walsh, Troy Hamblin, Nicole Fleck, Joe Alvarado,
Eric Reinelt, Hattie Billingsley, and Sharon Robinson.

JOB EVALUATION REPORT

City Service Commission Meeting Date: February 23, 2010

DEPARTMENT OF ADMINISTRATION

Current	Requested	Recommended
New Position	Project Manager SG 08 (\$57,028 - \$79,836)	Project Manager – Milwaukee Shines SG 08 (\$57,028 - \$79,836)

Action Required – Effective Pay Period 14, 2010 (June 27, 2010)

In the Positions Ordinance, under Department of Administration, Budget and Management Division, delete the position of "Project Manager (C) (X) (Y)" and under Office of the Director add the position "Project Manager – Milwaukee Shines (C) (X) (Y)"

In the Salary Ordinance, under Salary Grade 08, add the title "Project Manager – Milwaukee Shines".

Duties and Responsibilities

This new grant-funded position is to be responsible for managing all aspects of the City of Milwaukee's solar energy program "Milwaukee Shines." This will entail overseeing awarded grants, technical assistance agreements with the U.S. Department of Energy, partner match contributions, and procured contracts totaling over \$3 million. The position will ensure that all projects comply with the City of Milwaukee, U.S. Department of Energy and American Recovery and Reinvestment Act requirements and will design and implement activities that further the City's and U.S. Department of Energy's goal to make solar more mainstream. The position will lead and oversee partner committees, subcommittees, and councils that will work to build a strong local solar hot water industry, high profile solar projects, a skilled solar technology workforce, and a financing mechanism to offset the initial costs of installations. It will be the intent of this position to create lasting jobs and career pathways in solar and other renewable energy industries; and help other cities develop their solar programs.

The duties and responsibilities include the following:

- 20% Manage Milwaukee Shines partner team which includes representatives from the federal government, city government, We Energies, Focus on Energy, Midwest Renewable Energy Association, Johnson Controls, Inc., State of Wisconsin's Office of Energy Independence, Milwaukee County, Milwaukee Area Technical College, Milwaukee School of Engineering, and the University of Wisconsin – Milwaukee; work with partners to plan strategically, conduct gap analyses and evaluations in order to achieve goals and deliverables; lead and host monthly meetings and provide biweekly updates; create and manage high profile Solar Hot Water Business Council with solar industry business leaders and economic development institutions; initiate meetings with advisory committee; create Council's framework; design and write Requests for Proposal; identify, attract, and retain solar manufacturers to the region through marketing and cultivation of

relationships, fundraising, and designing and implementing workshops for local businesses to educate them on ways they can become active in the solar industry.

- 20% Create and implement solar workshops tailored to banking and legal professionals; provide technical assistance to City of Milwaukee residents and businesses to overcome local and regional market barriers to solar, including working collaboratively with Solar America Cities partners in Madison; work with the Environmental Sustainability Director, other city officials, and private financial markets to implement a Property Assessed Clean Energy financing to support solar.
- 20% Initiate and manage efforts to get installation sites approved by National Environmental Policy Act and the Historic Preservation Department; act as fiscal agent to distribute funds to partner agencies to install solar; work with educators to incorporate solar into their curriculum at schools that install solar; create a long-term, after-school and summer science program, and share curriculum/program with other schools; create budget and work with the Department of Public Works, the Solar Coach, and partners to write the specifications for four solar installation Requests for Proposal; create training opportunity for employees at City facilities to maintain hot water systems; and budget, design, and implement campaign to distribute remaining grant funds for solar hot water installations on residential-scale buildings and homes.
- 15% Represent the City of Milwaukee and the Milwaukee Shines program at speaking engagements; work with the Office of Energy Independence to share successes of the Milwaukee Shines program with other Wisconsin communities; organize and attend press events; maintain Milwaukee Shines website and continue to update and add content; continue to evaluate public information material available from Focus on Energy and the U.S. Department of Energy; and work with partners to determine how it can be better tailored for Milwaukee.
- 5% Lead taskforce to create a "best practices" manual for solar programs; monitor all stages; and publish results.
- 5% Write and submit two quarterly reports (narrative and financial) to the U.S. Department of Energy; track all partner matches and comply with the American Recovery and Reinvestment Act requirements; and write all program materials for the U.S. Department of Energy Solar America Cities network.
- 5% Oversee the contract with the Solar Coach who coordinates solar workforce development, assists in solar demonstration projects, and provides technical assistance to residents and businesses that want to install solar technologies.
- 5% Research and apply for new solar grant opportunities.
- 5% Assist Director as needed.

Requirements for this position include a Bachelor's Degree in Business Management, Environmental Management, Public Administration, Economics or related area; four years of progressively responsible experience in project management, environmental policy, administration or related field; and expertise in the region's solar energy industry. Equivalent combinations of education and experience may also be considered.

Analysis

The Office of Environmental Sustainability in the Department of Administration has a solar energy program called "Milwaukee Shines". The purpose of this program is to create a sustainable solar energy program through building the institutional and physical infrastructure needed to support ongoing investments in technology and training. In October of 2009 the Milwaukee Shines program won a "special projects" award that includes additional grant funds for supporting Milwaukee's solar market. Included in this grant is funding for a Project Manager beginning July 1, 2010 through December 31, 2011. This position will report to the Environmental Sustainability Director and will have extensive outreach and project oversight responsibilities.

To study this position, comparisons were made to other City positions including the following:

Lead Grant Monitor in Salary Grade 06 (Health Department)

Manages grant compliance and grant reporting for Housing and Urban Development (HUD) grants and the Community Development Grant Administration's Community Development Block Grant (CDBG) to achieve the strategic goals of the Childhood Lead Poisoning Primary Prevention Program. This includes ensuring the timely drafting and reporting of the goals and objectives of all the grants, overseeing the property owner lead-safe worker training, managing the occupant relocation and protection, collecting and analyzing data generated by the two grants, and ensuring that all HEH program policies and procedures are compliant with HUD regulations.

Recycling Specialist in Salary Grade 07 (Dept of Public Works – Operations Div)

Under the direction of the Sanitation Services Manager, manages, markets, and expands the City's recycling program by working with City resources, local private recycling firms, neighborhood organizations, schools and the general public. This position also manages the City's multi-million dollar State recycling grant; plans, supervises, and implements recycling projects; plans, conducts, and documents various studies related to recycling; establishes contracts or other agreements to market recycling materials; supervises campaigns and programs to increase waste prevention, reuse, and recycling; represents the Division before various committees; and works to raise funds and write grants; and works with public, private and government agencies.

Budget and Management Special Assistant in Salary Grade 08 (Dept of Admin – Budget)

Serves as an experienced professional analyst by carrying out analysis and recommendations on several major departmental budgets, complex public policy, fiscal and/or management analysis studies, and budget administration; and provides direction, guidance, and training to lower level analysts as the principal analyst on complex studies. Duties include assuming primary responsibility for a significant policy area in the City budget, interacting more independently with policy makers and elected officials, and taking a lead role in processes related to production of the overall City budget such as budget summaries, amendments, format and automation.

Grant Compliance Manager in Salary Grade 09 (Dept of Admin – Community Block Grant)

Coordinates the submission of grants on a citywide basis to enhance the City's funding sources; identifies grant opportunities; applies for grants; ensures compliance with City processes and requirements for grant applications and acceptance; assists other City

Departments in applying for grants and evaluating options for improving and streamlining current grant processes and procedures; and provides training and technical assistance to City staff.

Similar to the positions above the new position under study will be working with grants and ensuring that proper procedures and processes are followed. The Lead Grant Monitor in Salary Grade 06 and the Recycling Specialist in Salary Grade 07 also work with a specific program and require extensive knowledge and expertise in that area. The position under study, however, is stronger as it will have a greater emphasis on working with partner agencies including leading and overseeing partner committees, subcommittees, and councils to work on building a strong local solar hot water industry, installing high profile solar projects, developing a skilled solar technology workforce, implementing a financing mechanism to offset the initial costs of installation, creating lasting jobs and career pathways, and helping other cities develop their solar programs. This includes leading and hosting monthly meetings; providing biweekly updates; managing the high profile Solar Hot Water Business Council that includes solar industry business leaders and economic development institutions; designing and writing Requests for Proposals; identifying, attracting, and retaining solar manufacturers to the region through marketing and cultivation of relationships; fundraising; and designing and implementing workshops for local businesses to educate them on ways they can become active in the solar industry.

The Grant Compliance Manager in Salary Grade 09 is stronger than the position under study since it works with numerous grants throughout the City. It has a high impact since it is responsible for aggressively pursuing grant funds and together with the other Grant Compliance Manager position provides centralized grant coordination. The Budget and Management Special Assistant in Salary Grade 08 is more focused on budget analysis and recommendations but also has a large impact on City finances and is responsible for extensive interaction with Department heads and managers and appears before the Mayor, Common Council Committees and other City and outside officials and policy making bodies.

Recommendation

Based on the above analysis we recommend Salary Grade 08. We also recommend the title Project Manager – Milwaukee Shines to accurately describe the function of the position and to distinguish it from other "Project Manager" type positions. This position has very specific requirements including expertise in the region's solar energy industry.

Prepared By: Sarah Trotter
Sarah Trotter, Human Resources Representative

Reviewed By: Andrea Knickerbocker
Andrea Knickerbocker, Human Resources Manager

Reviewed By: Maria Monteagudo
Maria Monteagudo, Director

JOB EVALUATION REPORT

City Service Commission Meeting: February 23, 2010

Department: Port of Milwaukee

Present	Request	Recommendation
New Position	Deputy Port Director SG 12 (\$73,627 - \$103,077)	Deputy Port Director SG 12 (\$73,627 - \$103,077)
Rationale: Considering the scope and variety of responsibilities associated with this position, including staff supervision, project management, oversight of budgeting and financial management, responsibility for human resources/labor relations, and ongoing communication with policy makers and stakeholders, we recommend this position be classified in Salary Grade 12. This will place the position at a level comparable to the Port of Milwaukee positions of Management Civil Engineer-Senior and Port Operations Manager.		

Action Required

In the Salary Ordinance, under Salary Grade 012, add the title "Deputy Port Director."

In the Positions Ordinance, under Port of Milwaukee, add one position of "Deputy Port Director."

Background

On January 28, the Port Director, Eric Reinelt, requested that the new position of Deputy Port Director approved by the Board of Harbor Commissioners and included in the City's 2010 budget be studied for appropriate job classification and pay level. In studying this request, the job description submitted by the Port was reviewed and discussions were held with Mr. Reinelt.

This new position will report to the Port Director and supervise the following five positions:

- Port Finance Officer
- Management Civil Engineer-Senior
- Port Marketing Manager
- Port Operations Manager
- Administrative Assistant III

In addition to supervising and coaching staff, the primary responsibilities of the Deputy Port Director will be to: to manage the Port's office and administrative functions; oversee human resources and labor relations; serve as a liaison to City departments, and state, local, and federal agencies; act as staff to the Board of Harbor Commissioners; prepare presentations to the Common Council regarding business issues such as leases, capital plans, and resolutions resulting from Board actions. The individual filling this position must be able to assume the duties and responsibilities of the Port Director in his absence.

As indicated in the above chart, all Port operations and staff, both administrative and operational, currently report directly to the Municipal Port Director. As proposed, the Deputy Director will assume responsibility for all administrative functions, including marketing, finance, and the administrative work associated with engineering. Other positions at this level of responsibility within the Port of Milwaukee include the Management Civil Engineer Senior and Port Operations Manager, both in Salary Grade 12.

The Management Civil Engineer-Senior (Salary Grade 12) employed by the Port has responsibility for planning, overseeing, and carrying out all the engineering work required to maintain, repair, and renovate the Port's buildings and facilities. Duties include management of the Port's long-range capital improvement program, oversight of design reviews, supervision of the preparation of specifications and contracts for engineering services; and preparation of federal and state project grant applications. This management engineer supervises two professional engineers and a technician.

The Port Operations Manager (Salary Grade 12) plans, directs, and oversees all day-to-day operations of the Port of Milwaukee. Areas of responsibility include security; the maintenance, repair, and renovation of all buildings, grounds, railroad tracks, and marine facilities owned by the Port; administration of with contracts for leases and services; and ongoing maintenance of relationships with tenants and vendors. The Port Operations Manager supervises 9-11 employees and contractors.

The scope of responsibility and nature of work associated with this new position, including staff supervision, project management, oversight of budgeting and financial management, responsibility for human resources/labor relations, and ongoing communication with policy makers and stakeholders are on a par with these other Port of Milwaukee positions. The level of responsibility, as well as required knowledge, skills, and abilities supports the recommendation to classify the position in Salary Grade 12. It should be noted that supervision of the Management Civil Engineer-Senior will be administrative in nature because Deputy will not have the credentials of a civil engineer.

Recommendation

We therefore recommend this new position be classified as Deputy Port Director in Salary Grade 12.

Prepared by: Laura Sutherland
Laura Sutherland, Human Resources Representative

Reviewed by: Andrea Knickerbocker
Andrea Knickerbocker, Human Resources Manager

Reviewed by: Maria Montenegro
Maria Montenegro, Employee Relations Director

CITY OF MILWAUKEE FISCAL NOTE

A) Date: 2/22/10

File Number: 091383
Orig Fiscal Note ☒ Substitute ☐

Subject: Classification and pay recommendations approved by the City Service Commission on February 23, 2010

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

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

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

E) Purpose	Specify Type/Use	Account	Expenditure	Revenue	Savings
Salaries/Wages:	<i>Classification and pay recommendations for new positions in the 2010 budget in the Port of Milwaukee and Department of Administration.</i> <i>(See attached spreadsheet for details)</i>		<i>(See attached spreadsheet)</i>		
Supplies:					
Materials:					
New Equip:					
Equip Repair:					
Rollups (.2045):					
Totals					

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

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

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

H) Computations used in arriving at fiscal estimate:

(See attached spreadsheet for details)

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

Department of Employee Relations
Fiscal Note Spreadsheet

Finance & Personnel Committee Meeting of February 25, 2010
City Service Commission Meeting of February 23, 2010

NEW COST FOR 2010										
No. Pos.	Dept	From	PR/SG	To	PR/SG	Present Annual	New Annual	New Cost	Rollup	Total Rollup+ Sal
1	Port of Milwaukee	New Position*	NA	Deputy Port Director	12	N/A	N/A	N/A Included in 2010 Budget		
1	Dept of Administration	New Position**	NA	Project Manager - Milwaukee Shines	6	N/A	N/A	N/A Grant Funded Position		
1								\$0	\$0	\$0

*Assume new position at the Port of Milwaukee is effective Pay Period 1 (December 27, 2009)

** Assume new position in the Dept of Administration is effective July 1, 2010

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	Port of Milwaukee	New Position	NA	Deputy Port Director	12	N/A	N/A	N/A Included in 2010 Budget		
1	Dept of Administration	New Position	NA	Project Manager - Milwaukee Shines	6	N/A	N/A	N/A Grant Funded Position		
1								\$0	\$0	\$0



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master With Text

File Number: 070016

File ID: 070016

Type: Resolution

Status: In Committee

Version: 1

Reference:

Controlling Body: FINANCE &
PERSONNEL
COMMITTEE

Requester: DEPARTMENT OF
EMPLOYEE
RELATIONS

Cost:

File Created: 04/17/2007

File Name:

Final Action:

Title: Substitute resolution to ratify and confirm the final agreements between the City of Milwaukee and IAMAW, District No. 10, AFL-CIO.

Notes:

Code Sections:

Agenda Date:

Indexes: AGREEMENTS, LABOR CONTRACTS

Agenda Number:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Dept. of Employee Relations Cover Letter.DOC,
2-17-10 Cover letter from Dept of Employee
Relations, Letter from Dept of Employee Relations re
salary ord changes, Letter from Comptroller,
Summary of wage and fringe benefits modifications,
07-09 Fiscal Note, 10-11 Fiscal Note, 2007-09
Agreement, 2010-11 Agreement, Hearing Notice List

Enactment Number:

Drafter: jaa

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	04/17/2007	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	Action Text:	This Resolution was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE					
0	FINANCE & PERSONNEL COMMITTEE	04/18/2007	REFERRED TO	LABOR RELATIONS DIVISION	05/18/2007		
	Action Text:	This Resolution was REFERRED TO to the LABOR RELATIONS DIVISION due back on 5/18/2007					
0	FINANCE & PERSONNEL COMMITTEE	02/19/2010	HEARING NOTICES SENT		02/25/2010		

0 FINANCE & 02/25/2010
PERSONNEL
COMMITTEE

Text of Legislative File 070016

..Number
070016
..Version
SUBSTITUTE 1
..Reference

..Sponsor
THE CHAIR
..Title

Substitute resolution to ratify and confirm the final agreements between the City of Milwaukee and IAMAW, District No. 10, 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 IAMAW, District No. 10, 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 IAMAW, District No. 10, 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. 070016 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. 070016 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 IAMAW, District No. 10, 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 IAMAW, District No. 10, AFL-CIO which reflect the terms of the agreements; and, be it

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

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

..Requestor
Department of Employee Relations
..Drafter
JJA:

March 16, 2007

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

Dear Mr. Owczarski:

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

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

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

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

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

Sincerely

Troy M. Hamblin
Labor Negotiator

TMH:JAA:lk

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

February 12, 2010

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

RE: File No. 070016

Dear Committee Members:

In order to implement the rates of pay provided in the Base Salary provisions of the 2007-2009 and 2010-2011 collective bargaining agreements between the International Association of Machinists and Aerospace Workers, District No. 10, AFL-CIO, and the City of Milwaukee, we are requesting your approval of the attached amendments to the Salary Ordinance.

The costs associated with these amendments were included in the fiscal note attached to Common Council file #070016.

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

Sincerely,

Troy M. Hamblin
Labor Negotiator

JJA
07-09, 10-11 sal ord
labr\iamaw\Implementation 07-09

Attachments

c: Chuck Schumacher
Jackie Semons
Marie Pettigrew
Melodie Johnson

EFFECTIVE PAY PERIOD 1, 2007 (DECEMBER 31, 2006)

Delete Pay Ranges 722 through 734 and recreate them as follows:

Pay Range 722

Official Biweekly Rate

1,275.44 1,349.11 1,442.19 1,478.03 1,530.54

Fire Mechanic Helper ^{1/}

^{1/} An employee hired after January 1, 1988, shall not be eligible to attain step 5 of this pay range. Step 4 shall be the highest step attainable by employees hired after January 1, 1988.

Pay Range 724

Official Biweekly Rate

1,256.44 1,330.64 1,423.68 1,459.39 1,606.05

Fire Stores Clerk ^{1/}

^{1/} Current incumbent, Andrew Pozorski, to retain the title of Fire Stores Clerk until he vacates his current position, at which time the title shall revert to Inventory Control Assistant III in Pay Range 340.

Pay Range 726

Official Biweekly Rate

1,345.33 1,421.22 1,518.03 1,553.69 1,593.74 1,656.58

Fire Equipment Repairer I ^{1/}

^{1/} An employee may be eligible to attain step 6 of this pay range after completing one year of service in step 5 and after meeting established requirements for attaining step 6. The requirements for attaining step 6 shall be established by agreement between labor and management.

Pay Range 732

Official Biweekly Rate

1,481.68 1572.52 1,682.50 1,737.22 1,811.87

Fire Equipment Repairer II ^{1/}

^{1/} Employees occupying this position classification on August 21, 1988, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW Agreement. Mark Madritsch, if promoted to this classification, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW

Agreement. Any other individual entering this position classification shall not be eligible to be paid at step 5 of this pay range. Step 4 shall be the highest step attainable by other individuals in this classification.

Pay Range 733

Official Biweekly Rate

1,506.11	1,597.97	1,709.73	1,767.06	1,829.08	1,858.26
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Fire Equipment Machinist

Fire Equipment Compressed Air Technician

Fire Building and Equipment Maintenance Specialist

Pay Range 734

Official Biweekly Rate

1,506.11	1,597.97	1709.73	1,767.06	1,829.08	1,876.59
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Fire Equipment Mechanic ^{1/} 2/

^{1/} Requirement for advancement to the sixth step of Pay Range 734 shall be employment by the City of Milwaukee as a Fire Mechanic as of June 1, 1989. Employees entering this classification after June 1, 1989, must maintain the appropriate current ASE certifications in order to attain the sixth step.

^{2/} Employees occupying the position of Fire Equipment Mechanic shall be eligible to receive, for all hours of active service, an additional fifteen cents per hour per level for the attainment and maintenance of the Emergency Vehicle Technician (EVT), Fire Apparatus Technician Level I, II and Master Level III certifications.

EFFECTIVE PAY PERIOD 1, 2008 (DECEMBER 30, 2007)

Delete Pay Ranges 722 through 734 and recreate them as follows:

Pay Range 722

Official Biweekly Rate

1,288.19	1,362.60	1,456.61	1,492.81	1,545.85
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Fire Mechanic Helper ^{1/}

^{1/} An employee hired after January 1, 1988, shall not be eligible to attain step 5 of this pay range. Step 4 shall be the highest step attainable by employees hired after January 1, 1988.

Pay Range 724

Official Biweekly Rate

1,269.00	1,343.95	1,437.92	1,473.98	1,622.11
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Fire Stores Clerk ^{1/}

^{1/} Current incumbent, Andrew Pozorski, to retain the title of Fire Stores Clerk until he vacates his current position, at which time the title shall revert to Inventory Control Assistant III in Pay Range 340.

Pay Range 726

Official Biweekly Rate

1,358.78	1,435.43	1,533.21	1,569.23	1,609.68	1,673.15
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Fire Equipment Repairer I ^{1/}

^{1/} An employee may be eligible to attain step 6 of this pay range after completing one year of service in step 5 and after meeting established requirements for attaining step 6. The requirements for attaining step 6 shall be established by agreement between labor and management.

Pay Range 732

Official Biweekly Rate

1,496.50	1,588.25	1,699.33	1,754.59	1,829.99
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Fire Equipment Repairer II ^{1/}

^{1/} Employees occupying this position classification on August 21, 1988, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW Agreement. Mark Madritsch, if promoted to this classification, may attain the fifth step of this pay

range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW Agreement. Any other individual entering this position classification shall not be eligible to be paid at step 5 of this pay range. Step 4 shall be the highest step attainable by other individuals in this classification.

Pay Range 733

Official Biweekly Rate

1,521.17	1,613.95	1,726.83	1,784.73	1,847.37	1,876.84
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Fire Equipment Machinist
Fire Equipment Compressed Air Technician
Fire Building and Equipment Maintenance Specialist

Pay Range 734

Official Biweekly Rate

1,521.17	1,613.95	1,726.83	1,784.73	1,847.37	1,895.36
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Fire Equipment Welder ^{1/} 2/
Fire Equipment Mechanic ^{1/} 2/

^{1/} Requirement for advancement to the sixth step of Pay Range 734 shall be employment by the City of Milwaukee as a Fire Mechanic as of June 1, 1989. Employees entering this classification after June 1, 1989, must maintain the appropriate current ASE certifications in order to attain the sixth step.

^{2/} Employees occupying the position of Fire Equipment Mechanic or, effective Pay Period 1, 2008, Fire Equipment Welder, shall be eligible to receive, for all hours of active service, an additional fifteen cents per hour per level for the attainment and maintenance of the Emergency Vehicle Technician (EVT), Fire Apparatus Technician Level I, II and Master Level III certifications.

EFFECTIVE PAY PERIOD 14, 2008 (JUNE 29, 2008)

Delete Pay Ranges 722 through 734 and recreate them as follows:

Pay Range 722

Official Biweekly Rate

1,301.07	1,376.23	1,471.18	1,507.74	1,561.31
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Fire Mechanic Helper ^{1/}

^{1/} An employee hired after January 1, 1988, shall not be eligible to attain step 5 of this pay range. Step 4 shall be the highest step attainable by employees hired after January 1, 1988.

Pay Range 724

Official Biweekly Rate

1,281.69	1,357.39	1,452.30	1,488.72	1,638.33
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Fire Stores Clerk ^{1/}

^{1/} Current incumbent, Andrew Pozorski, to retain the title of Fire Stores Clerk until he vacates his current position, at which time the title shall revert to Inventory Control Assistant III in Pay Range 340.

Pay Range 726

Official Biweekly Rate

1,372.37	1,449.78	1,548.54	1,584.92	1,625.78	1,689.88
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Fire Equipment Repairer I ^{1/}

^{1/} An employee may be eligible to attain step 6 of this pay range after completing one year of service in step 5 and after meeting established requirements for attaining step 6. The requirements for attaining step 6 shall be established by agreement between labor and management.

Pay Range 732

Official Biweekly Rate

1,511.47	1,604.13	1,716.32	1,772.14	1,848.29
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Fire Equipment Repairer II ^{1/}

^{1/} Employees occupying this position classification on August 21, 1988, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW Agreement. Mark Madritsch, if promoted to this classification, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW Agreement. Any other individual entering this position classification shall not be eligible to be paid at step 5 of this pay range. Step 4 shall be the highest step attainable by other individuals in this classification.

Pay Range 733

Official Biweekly Rate

1,536.38	1,630.09	1,744.10	1,802.58	1,865.84	1,895.61
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Fire Equipment Machinist
Fire Equipment Compressed Air Technician
Fire Building and Equipment Maintenance Specialist

Pay Range 734

Official Biweekly Rate

1,536.38	1,630.09	1,744.10	1,802.58	1,865.84	1,914.31
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Fire Equipment Welder ^{1/} 2/
Fire Equipment Mechanic ^{1/} 2/

^{1/} Requirement for advancement to the sixth step of Pay Range 734 shall be employment by the City of Milwaukee as a Fire Mechanic as of June 1, 1989. Employees entering this classification after June 1, 1989, must maintain the appropriate current ASE certifications in order to attain the sixth step.

^{2/} Employees occupying the position of Fire Equipment Mechanic or, effective Pay Period 1, 2008, Fire Equipment Welder, shall be eligible to receive, for all hours of active service, an additional fifteen cents per hour per level for the attainment and maintenance of the Emergency Vehicle Technician (EVT), Fire Apparatus Technician Level I, II and Master Level III certifications. Effective pay period 11, 2005, the pay for EVT Level I Certification shall be increased to twenty-five cents per hour, the pay for EVT Level II Certification shall be increased to fifty cents per hour, and the pay for EVT Master Level III Certification shall be increased to seventy-five cents per hour. EVT payments continue to be payable to employees who have advanced to Step 6 of Pay Range 734 and who have attained and maintained an EVT Level I, an EVT Level II or an EVT Master Level III certification.

EFFECTIVE PAY PERIOD 1, 2009 (DECEMBER 28, 2008)

Delete Pay Ranges 722 through 734 and recreate them as follows:

Pay Range 722

Official Biweekly Rate

1,314.08	1,389.99	1,485.89	1,522.82	1,576.92
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Fire Mechanic Helper ^{1/}

^{1/} An employee hired after January 1, 1988, shall not be eligible to attain step 5 of this pay range. Step 4 shall be the highest step attainable by employees hired after January 1, 1988.

Pay Range 724

Official Biweekly Rate

1,294.51	1,370.96	1,466.82	1,503.61	1,654.71
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Fire Stores Clerk ^{1/}

^{1/} Current incumbent, Andrew Pozorski, to retain the title of Fire Stores Clerk until he vacates his current position, at which time the title shall revert to Inventory Control Assistant III in Pay Range 340.

Pay Range 726

Official Biweekly Rate

1,386.09	1,464.28	1,564.03	1,600.77	1,642.04	1,706.78
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Fire Equipment Repairer I ^{1/}

^{1/} An employee may be eligible to attain step 6 of this pay range after completing one year of service in step 5 and after meeting established requirements for attaining step 6. The requirements for attaining step 6 shall be established by agreement between labor and management.

Pay Range 732

Official Biweekly Rate

1,526.58	1,620.17	1,733.48	1,789.86	1,866.77
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Fire Equipment Repairer II ^{1/}

^{1/} Employees occupying this position classification on August 21, 1988, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW Agreement. Mark Madritsch, if promoted to this classification, may attain the fifth step of this pay

range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW Agreement. Any other individual entering this position classification shall not be eligible to be paid at step 5 of this pay range. Step 4 shall be the highest step attainable by other individuals in this classification.

Pay Range 733

Official Biweekly Rate

1,551.74	1,646.39	1,761.54	1,820.61	1,884.50	1,914.57
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Fire Equipment Machinist
Fire Equipment Compressed Air Technician
Fire Building and Equipment Maintenance Specialist

Pay Range 734

Official Biweekly Rate

1,551.74	1,646.39	1,761.54	1,820.61	1,884.50	1,933.45
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Fire Equipment Welder ^{1/} 2/
Fire Equipment Mechanic ^{1/} 2/

^{1/} Requirement for advancement to the sixth step of Pay Range 734 shall be employment by the City of Milwaukee as a Fire Mechanic as of June 1, 1989. Employees entering this classification after June 1, 1989, must maintain the appropriate current ASE certifications in order to attain the sixth step.

^{2/} Employees occupying the position of Fire Equipment Mechanic or, effective Pay Period 1, 2008, Fire Equipment Welder, shall be eligible to receive, for all hours of active service, an additional fifteen cents per hour per level for the attainment and maintenance of the Emergency Vehicle Technician (EVT), Fire Apparatus Technician Level I, II and Master Level III certifications. Effective pay period 11, 2005, the pay for EVT Level I Certification shall be increased to twenty-five cents per hour, the pay for EVT Level II Certification shall be increased to fifty cents per hour, and the pay for EVT Master Level III Certification shall be increased to seventy-five cents per hour. EVT payments continue to be payable to employees who have advanced to Step 6 of Pay Range 734 and who have attained and maintained an EVT Level I, an EVT Level II or an EVT Master Level III certification.

EFFECTIVE PAY PERIOD 14, 2009 (June 28, 2009)

Delete Pay Ranges 722 through 734 and recreate them as follows:

Pay Range 722

Official Biweekly Rate

1,327.22	1,403.89	1,500.75	1,538.05	1,592.69
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Fire Mechanic Helper ^{1/}

^{1/} An employee hired after January 1, 1988, shall not be eligible to attain step 5 of this pay range. Step 4 shall be the highest step attainable by employees hired after January 1, 1988.

Pay Range 724

Official Biweekly Rate

1,307.46	1,384.67	1,481.49	1,518.65	1,671.26
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Fire Stores Clerk ^{1/}

^{1/} Current incumbent, Andrew Pozorski, to retain the title of Fire Stores Clerk until he vacates his current position, at which time the title shall revert to Inventory Control Assistant III in Pay Range 340.

Pay Range 726

Official Biweekly Rate

1,399.95	1,478.92	1,579.67	1,616.78	1,658.46	1,723.85
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Fire Equipment Repairer I ^{1/}

^{1/} An employee may be eligible to attain step 6 of this pay range after completing one year of service in step 5 and after meeting established requirements for attaining step 6. The requirements for attaining step 6 shall be established by agreement between labor and management.

Pay Range 732

Official Biweekly Rate

1,541.85	1,636.37	1,750.81	1,807.76	1,885.44
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Fire Equipment Repairer II ^{1/}

^{1/} Employees occupying this position classification on August 21, 1988, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW Agreement. Mark Madritsch, if promoted to this classification, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW

Agreement. Any other individual entering this position classification shall not be eligible to be paid at step 5 of this pay range. Step 4 shall be the highest step attainable by other individuals in this classification.

Pay Range 733

Official Biweekly Rate

1,567.26	1,662.85	1,779.16	1,838.82	1,903.35	1,933.72
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Fire Equipment Machinist
Fire Equipment Compressed Air Technician
Fire Building and Equipment Maintenance Specialist

Pay Range 734

Official Biweekly Rate

1,567.26	1,662.85	1,779.16	1,838.82	1,903.35	1,952.78
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Fire Equipment Welder ^{1/} 2/
Fire Equipment Mechanic ^{1/} 2/

^{1/} Requirement for advancement to the sixth step of Pay Range 734 shall be employment by the City of Milwaukee as a Fire Mechanic as of June 1, 1989. Employees entering this classification after June 1, 1989, must maintain the appropriate current ASE certifications in order to attain the sixth step.

^{2/} Employees occupying the position of Fire Equipment Mechanic or, effective Pay Period 1, 2008, Fire Equipment Welder, shall be eligible to receive, for all hours of active service, an additional fifteen cents per hour per level for the attainment and maintenance of the Emergency Vehicle Technician (EVT), Fire Apparatus Technician Level I, II and Master Level III certifications. Effective pay period 11, 2005, the pay for EVT Level I Certification shall be increased to twenty-five cents per hour, the pay for EVT Level II Certification shall be increased to fifty cents per hour, and the pay for EVT Master Level III Certification shall be increased to seventy-five cents per hour. EVT payments continue to be payable to employees who have advanced to Step 6 of Pay Range 734 and who have attained and maintained an EVT Level I, an EVT Level II or an EVT Master Level III certification.

EFFECTIVE PAY PERIOD 1, 2010 (December 27, 2009)

The biweekly rates of pay effective Pay Period 14, 2009 shall remain in effect from Pay Period 1, 2010 (December 27, 2009) for Pay Ranges 722, 724, 726, 732, 733 and 734 through Pay Period 26, 2011. There shall be no pay step advancement from Pay Period 1, 2010 through Pay Period 26, 2011.

Pay Range 722

Official Biweekly Rate

1,327.22	1,403.89	1,500.75	1,538.05	1,592.69
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Fire Mechanic Helper ^{1/}

^{1/} An employee hired after January 1, 1988, shall not be eligible to attain step 5 of this pay range. Step 4 shall be the highest step attainable by employees hired after January 1, 1988.

Pay Range 724

Official Biweekly Rate

1,307.46	1,384.67	1,481.49	1,518.65	1,671.26
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Fire Stores Clerk ^{1/}

^{1/} Current incumbent, Andrew Pozorski, to retain the title of Fire Stores Clerk until he vacates his current position, at which time the title shall revert to Inventory Control Assistant III in Pay Range 340.

Pay Range 726

Official Biweekly Rate

1,399.95	1,478.92	1,579.67	1,616.78	1,658.46	1,723.85
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Fire Equipment Repairer I ^{1/}

^{1/} An employee may be eligible to attain step 6 of this pay range after completing one year of service in step 5 and after meeting established requirements for attaining step 6. The requirements for attaining step 6 shall be established by agreement between labor and management. There shall be no pay step advancement from Pay Period 1, 2010 through Pay Period 26, 2011.

Pay Range 732

Official Biweekly Rate

1,541.85	1,636.37	1,750.81	1,807.76	1,885.44
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Fire Equipment Repairer II ^{1/}

^{1/} Employees occupying this position classification on August 21, 1988, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW Agreement. Mark Madritsch, if promoted to this classification, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW Agreement. Any other individual entering this position classification shall not be eligible to be paid at step 5 of this pay range. Step 4 shall be the highest step attainable by other individuals in this classification.

Pay Range 733

Official Biweekly Rate

1,567.26	1,662.85	1,779.16	1,838.82	1,903.35	1,933.72
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Fire Equipment Machinist
Fire Equipment Compressed Air Technician
Fire Building and Equipment Maintenance Specialist

Pay Range 734

Official Biweekly Rate

1,567.26	1,662.85	1,779.16	1,838.82	1,903.35	1,952.78
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Fire Equipment Welder ^{1/} 2/
Fire Equipment Mechanic ^{1/} 2/

^{1/} Requirement for advancement to the sixth step of Pay Range 734 shall be employment by the City of Milwaukee as a Fire Mechanic as of June 1, 1989. Employees entering this classification after June 1, 1989, must maintain the appropriate current ASE certifications in order to attain the sixth step. There shall be no pay step advancement from Pay Period 1, 2010 through Pay Period 26, 2011.

^{2/} Employees occupying the position of Fire Equipment Mechanic or, effective Pay Period 1, 2008, Fire Equipment Welder, shall be eligible to receive, for all hours of active service, an additional fifteen cents per hour per level for the attainment and maintenance of the Emergency Vehicle Technician (EVT), Fire Apparatus Technician Level I, II and Master Level III certifications. Effective pay period 11, 2005, the pay for EVT Level I Certification shall be increased to twenty-five cents per hour, the pay for EVT Level II Certification shall be increased to fifty cents per hour, and the pay for EVT Master Level III Certification shall be increased to seventy-five cents per hour. EVT payments continue to be payable to employees who have advanced to Step 6 of Pay Range 734 and who have attained and maintained an EVT Level I, an EVT Level II or an EVT Master Level III certification.



Office of the Comptroller
February 17, 2010

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

Michael J. Daun
Deputy Comptroller

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

Craig D. Kammholz
Special Deputy Comptroller

Ref: Pay Admin

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

Dear Committee Members:

Re: Common Council File No. 070016

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 510 IAMAW for 2007-2009 and 2010-2011. The total incremental costs as developed by my staff for the January 1, 2007 through December 31, 2009 agreement by category are:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Salaries – Base pay	\$ 17,480	\$ 30,895	\$ 49,087
Salary Rollups – Workers' Comp, Unemploy. Comp, Terminal Leave, Overtime, and Group Life	1,865	3,296	5,237
Pension & FICA	2,298	4,062	6,455
Health Ins. Contribution	---	---	(1,740)
Pension Changes and Sunset for Military	883	896	914
Total Contract Costs:	\$ 22,526	\$ 39,149	\$ 59,953

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

	<u>Year 1</u>	<u>Year 2</u>
Salaries – Base pay	\$ -	\$ -
Salary Rollups – Workers' Comp, Unemploy. Comp, Terminal Leave, Overtime, and Group Life	-	-
Pension & FICA	-	-
Co-pays and Prescriptions	(2,632)	(3,511)
Wellness Cost	5,985	5,985
Pension Enhancements	28,000	28,000
Employee Pension Contributions	(806)	(1,612)
Total Contract Costs:	\$ 30,547	\$ 28,862

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 notes to be reasonable. The figures developed by the Labor Negotiator for 2007-2009 and 2010-2011 agreements are adequate for use in the file.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael J. Morics", written over a horizontal line.

W. MARTIN MORICS
Comptroller

WMM:JB
UN48 Loc 510 2007-2011

c: Labor Relations
Defferred Comp
ERS

February 17, 2010

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

Re: Common Council File 070016

Dear Committee Members:

Agreement on two Memoranda of Understanding has been reached between the City Negotiating Team and IAMAW, District No. 10, AFL-CIO. The Memoranda of Understanding cover wages, hours and conditions of employment for two contract periods. The first contract period is January 1, 2007, through December 31, 2009, and the second, January 1, 2010, through December 31, 2011.

Copies of the Memoranda of Understanding, a resolution approving them, summaries of their provisions, fiscal notes and notices of ratification from the Union are attached.

It is recommended that the attached resolution be approved.

Sincerely,

Troy M. Hamblin
Labor Negotiator

Attachments

JJA
070016 f&p letter
labr/iamaw/Implementation 07-09

CITY OF MILWAUKEE FISCAL NOTE

A) Date: 2-12-10

File Number: 070016

Original Fiscal Note ☒ Substitute ☐

Subject: Resolution to ratify and confirm the final agreement between the City of Milwaukee and International Association of Machinist and Aerospace Workers, District #10, AFL-CIO.

B) Submitted By (name/title/dept/ext.): Joe Alvarado/Labor Relations Officer./Employee Relations/x2105

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

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

E) Purpose	Specify Type/Use	Account	Expenditure	Revenue	Savings
Salaries/Wages:			125,993		
Pensions:			18,375		
Health Ins:					8,700
Life Ins:			567		
Equip Repair:					
Other: Auto					
Totals			144,935		8,700

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

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

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

Costs of \$66,759 and savings of \$6,960 will recur on an annual basis (07, 08 and 09 repeat costs).

H) Computations used in arriving at fiscal estimate:

Current staffing and prior years' experience.

Please list any comments on reverse side and check here ☐

A) Date: 2-12-10File Number: 070016Original Fiscal Note ☒ Substitute ☐Subject: Resolution to ratify and confirm the final agreement between the City of Milwaukee and International Association of Machinist and Aerospace Workers, District #10, AFL-CIO.B) Submitted By (name/title/dept/ext.): Joe Alvarado/Labor Relations Officer./Employee Relations/x2105

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

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

E) Purpose	Specify Type/Use	Account	Expenditure	Revenue	Savings
Salaries/Wages:					1,911
Pensions:			28,000		236
Health Ins:			5,985		2,632
Equip Repair:					
Other: Auto					
Totals			33,985		4,779

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

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

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

Costs of \$28,000 will recur on an annual basis during the period of amortization of the pension enhancement. Health insurance costs of \$5,985 and savings of \$3,512 will recur on an annual basis. An estimated savings of \$5,939 will occur over the period 2010 - 2011 due to the elimination of pay step advancement and the implementation of 5.5% employee pension contribution.

H) Computations used in arriving at fiscal estimate:

Current staffing and prior years' experience.

Please list any comments on reverse side and check here ☐

AGREEMENT
Between
CITY OF MILWAUKEE
and
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
DISTRICT NO. 10, AFL-CIO

Effective January 1, 2007 Through December 31, 2009

Deleted: 2004

Deleted: 2006

AGREEMENT
Between
CITY OF MILWAUKEE
and
INTERNATIONAL ASSOCIATION OF
MACHINIST AND AEROSPACE WORKERS DISTRICT NO. 10, AFL-CIO
Effective January 1, 2007 Through December 31, 2009

Deleted: 2004

Deleted: 2006

PREAMBLE

1. THIS AGREEMENT, is made and entered into at Milwaukee, Wisconsin between the CITY OF MILWAUKEE, a municipal corporation, hereinafter referred to as "City," as municipal employer, and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT NO. 10, AFL-CIO, hereinafter referred to as "Union," as the representative of certain non-supervisory employees who are employed by the City of Milwaukee in the Bureau of Construction and Maintenance of the Fire Department.
2. 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.
3. 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.
4. This Agreement is an implementation of the provisions of Section 111.70, Wisconsin Statutes, consistent with the legislative authority in effect on the execution date of this

Agreement that is delegated to the City Common Council relating to: The Chief Engineer, Fire, and the Fire and Police Commission (as set forth in Section 62.50, Wisconsin Statutes), the Municipal Budget Law (as set forth in Chapter 65 of the Wisconsin Statutes), and any other statutes and laws applicable to the City.

5. 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 either by State Statutes or Charter Ordinances of the City of Milwaukee except as expressly limited herein.

ARTICLE 1

DURATION OF AGREEMENT AND TIMETABLE

1. This Agreement shall be in effect beginning at 12:01 a.m. on January 1, 2007, and ending at 12:01 a.m. on January 1, 2010. This Agreement will terminate on January 1, 2010 unless the parties hereto both 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 the NOTICES provision of this Agreement, indicating areas in a succeeding Labor Contract in which changes are requested; conferences and negotiations shall be carried on by the parties hereto beginning 30 calendar days following the date such notice is provided.
3. Any matter which directly or indirectly relates to wages, hours, or conditions of employment, or which relates to other matters, whether the same are specifically covered by this Agreement or not, will not be a subject for bargaining during the term of this Agreement; provided, however, this subsection is subject to the AID TO CONSTRUCTION provision of this Agreement.

Deleted: 2004

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Deleted: 2006

ARTICLE 2

RECOGNITION

1. The Union is recognized as the exclusive bargaining agent for employees employed in the Bureau of Construction and Maintenance of the Milwaukee Fire Department in active service and in the following position classifications:

Fire Equipment Mechanic

Fire Equipment Machinist

▼

Fire Equipment Compressed Air Technician

Fire Equipment Welder

Fire Building and Equipment Maintenance Specialist

Fire Equipment Repairer II

Fire Equipment Repairer I

Fire Mechanic Helper

Fire Stores Clerk

Deleted: Fire Equipment Metal Fabricator

2. The Union recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consistent with its obligations to the employees it represents.
3. In the event a consolidation occurs in any City department, between City departments, or units thereof whose employees in part or in whole are within a recognized bargaining unit and such consolidation results in a combining of the employees in the department who were members of more than one bargaining unit, then a new election shall be requested of the Wisconsin Employment Relations Commission. The certified representative as determined by the WERC pursuant to the election shall assume the contractual obligations of each and every consolidated unit as if no consolidation had occurred until the expiration of existing contract terms.
4. In the event new positions not now covered by this Article are created by the City through

action of the Common Council and said positions would be embraced within the bargaining unit, provided the parties agree that the new position(s) should be embraced within the bargaining unit; then the employees appointed to such positions shall be deemed part of such bargaining unit and shall be represented by the bargaining unit, and they shall also be covered by this Agreement between the Union and the City.

5. In the event existing classifications not now covered by this Agreement are included within the bargaining unit during the term of this Agreement, then employees in or appointed to positions within such classifications shall be covered by this Agreement provided the parties so agree.

ARTICLE 3

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 4

SUBORDINATE TO LEGISLATIVE AUTHORITY

In the event that the provisions of this Agreement or its application conflicts with the legislative authority delegated to the City Common Council, the Chief Engineer, Fire, and the Fire and Police Commission (which authority being set forth more fully by: the Milwaukee City Charter, the statutory duties, responsibilities and obligations of the Chief Engineer, Fire, and the Fire and Police Commission as they are provided for in Section 62.50 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 5

MANAGEMENT RIGHTS

1. Except as specifically provided otherwise by this Agreement, any and all rights concerning the management and direction of the Fire Department and its employees shall be exclusively the right of the City and the Chief Engineer, Fire.
2. Specifically, and without limitation by enumeration, the City and the Chief Engineer, Fire, shall have the following unrestricted rights:
 - a. The Union recognizes the right of the City and the Chief Engineer, Fire, to operate and manage their affairs in all respects. The Union recognizes the exclusive right of the Chief Engineer, Fire, to establish and maintain departmental rules and procedures for the administration of the Fire Department during the term of this Agreement provided that such rules and procedures do not violate any of the specific provisions of this Agreement.
 - b. The Chief Engineer, Fire, has the exclusive right and authority to schedule and/or assign overtime work. The Chief Engineer, Fire, shall have the sole right to authorize tradeoffs of work assignments.
 - c. It is understood by the parties that every 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.
 - d. The Chief Engineer, Fire, and the Fire and Police Commission reserve the right to discipline or discharge for cause; except that discipline or discharge of an employee serving his/her initial probationary period in the Fire Department shall not have to be for cause. The City reserves the right to lay off personnel of the Department.
 - e. The Chief Engineer, Fire, shall determine work schedules and establish methods and processes by which such work is performed.
 - f. The Chief Engineer, Fire, shall have the right to assign and/or transfer employees

within the Fire Department.

- g. Except as otherwise specifically provided in this Agreement, the City, the Chief Engineer, Fire, and the Fire and Police Commission shall retain all rights and authority to which, by law, they are entitled.
 - h. The City shall have exclusive authority to transfer any or all of the operations of the Milwaukee Fire Department to another unit of government and such transfer shall not require any prior negotiations or the consent of the Union.
 - i. The City shall have the authority, without prior negotiations, to consolidate operations of two or more departments. The City agrees that in the event of consolidation of two or more departments, it shall notify the Union 90 calendar days in advance of that event and discuss the consolidation with the Union.
 - j. The Chief Engineer, Fire, shall have the authority, without prior negotiations, to consolidate operations within the Department or to reorganize within the Department.
 - k. The right of contracting or subcontracting is vested in the City.
3. The Union pledges cooperation in increasing the efficiency and effectiveness of the Fire Department.

ARTICLE 6

PROBATIONARY EMPLOYEES

1. While on probation, employees shall not be entitled to file grievances over matters involving their probationary status. Probationary employees shall not be entitled to file grievances over matters of departmental discipline, including discipline involving matters of employee discharge or termination.
2. The duration of employee probationary periods shall be one (1) year of active service. The probationary period of employees who transfer from positions in a department other than the Fire Department to a position represented by the Union shall be six (6) months of active service.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

I. GRIEVANCE PROCEDURE

A. GRIEVANCES

1. Subject to the provisions of Article 6, of this Agreement, entitled, PROBATIONARY EMPLOYEES, and except as provided otherwise herein, only differences involving the interpretation, application or enforcement of the provisions of this Agreement not inconsistent with Section 62.50, Wisconsin Statutes, 1977, and amendments thereto, shall constitute a grievance under the provisions set forth below.
2. The Articles of this Agreement entitled: MANAGEMENT RIGHTS and SUBORDINATE TO LEGISLATIVE AUTHORITY, are intended to recognize the rights of the City and the Chief Engineer, Fire, and their responsibilities to the public. These Articles do not grant to the Union or its members any rights that may provide the basis for a grievance under the provisions of the GRIEVANCE AND ARBITRATION PROCEDURE.
3. Obligations of the City under Chapter 65, Wisconsin Statutes, shall not constitute a grievance under the provisions aforementioned.
4. Interpretation, application, enforcement or administration of any matter involving the City pension systems, including the pension benefits provided by such systems and their administration, shall not constitute a grievance under the provisions above-mentioned.
5. Matters involving approval of medical (or dental) insurance claims filed by an employee, or medical (or dental) insurance claims filed by an employee on behalf of his/her dependents, shall not constitute a grievance under the aforementioned provisions.
6. All grievances and grievance appeals shall set forth the provisions of the

Agreement under which the grievance was filed. All appeals of duly filed grievances not submitted by the Union or employee (hereinafter referred to as "member") within the time limit specified, shall be termed abandoned grievances and as such shall be considered as being resolved in favor of the City and not subject to further consideration under the provisions of the GRIEVANCE AND ARBITRATION PROCEDURE. By mutual agreement, the parties may waive any of the steps contained in this GRIEVANCE AND ARBITRATION PROCEDURE.

7. Grievances concerning life insurance or health insurance benefits, other than claims, shall be initiated at Step 4 of the Grievance Procedure and be reviewed by the City Labor Negotiator.
8. Matters appealable to the Fire and Police Commission shall not constitute a grievance under the provisions above-mentioned.

B. STEPS IN THE GRIEVANCE PROCEDURE

Step 1:

The aggrieved member shall reduce his/her grievance to writing on a provided numbered form and shall present such written grievance to his/her Union designated representative. The Union designated representative shall meet with the grievant; and if the grievant so desires and the Union designated representative so determines, the Union designated representative shall present the written grievance to the Deputy Chief, Fire, assigned to the Bureau of Construction and Maintenance in the Fire Department within ten (10) calendar days of the occurrence of the incident leading to the grievance. Thereafter, the grievant, his/her Union designated representative, and the Deputy Chief, Fire, assigned to the Bureau of Construction and Maintenance in the Fire Department shall meet and discuss the grievance and shall make every effort to resolve the grievance. Following said meeting, the Deputy Chief, Fire, assigned to the Bureau of Construction and Maintenance in the Fire Department shall answer the grievance

in writing, setting forth the reasons for his decision and submit same to the Union designated representative and the aggrieved within ten (10) calendar days of receipt of the written grievance.

Step 2:

If the grievance is not resolved in Step 1 above, the Union Grievance Committee Chairman may, within ten (10) calendar days of the receipt of the decision of the Deputy Chief, Fire, assigned to the Bureau of Construction and Maintenance in the Fire Department, appeal said decision to a Board of Investigation of not more than three designated by the Chief Engineer, Fire. Said appeal shall be in writing and shall be submitted to the individual in the Fire Department Administration designated by the Chief Engineer, Fire, and therein a request shall be made for a meeting with said Board of Investigation to consider the decision of the Deputy Chief, Fire, assigned to the Bureau of Construction and Maintenance in the Fire Department. The Board of Investigation and the Union Grievance Committee Chairman shall meet at a mutually agreeable time within twenty (20) calendar days of receipt of said written appeal to the Board of Investigation. The grievant shall be entitled to be present at such appeal meeting and shall have the right to be represented by the Union Grievance Committee Chairman and the parties shall discuss the Deputy Chief's decision in good faith and attempt to resolve the matter. Within fifteen (15) days of said meeting, the Board of Investigation shall, in writing, advise the Union Grievance Committee Chairman and the grievant of its determination with respect to the grievance, setting forth the reasons for its decision.

Step 3:

If the grievance is not resolved in Step 2 above, the Chairman of the Union Grievance Committee may, within ten (10) calendar days of receipt of the answer from the Board of Investigation, appeal the grievance to the Chief Engineer, Fire. Such appeal shall be in writing; and therein a request should be made for a meeting

with the Chief Engineer, Fire, the grievant, and the Chairman of the Union Grievance Committee. At the meeting, to be held at a mutually agreeable time within twenty (20) calendar days of receipt of said written appeal to the Chief Engineer, Fire, the parties shall discuss the grievance and the various answers and decisions in good faith in an attempt to resolve the grievance. Within fifteen (15) calendar days of such meeting, unless the time period is mutually extended by the parties, the Chief Engineer, Fire, shall in writing advise the Chairman of the Union Grievance Committee and the grievant as to the Chief's decision with respect to the grievance.

Step 4:

If the grievance does not involve a matter of Departmental discipline and is not resolved in Step 3, above, the Chairman of the Union Grievance Committee may, within ten (10) calendar days of receipt of the answer from the Chief Engineer, appeal the grievance to the City Labor Negotiator. Failure to appeal said answer within this prescribed period of time shall constitute settlement of the grievance. Such appeal shall be in writing and therein a request shall be made for a meeting between the City Labor Negotiator (or his/her designee), the grievant and the Chairman of the Union Grievance Committee. At the meeting, to be held at a mutually agreeable time, the parties shall discuss the grievance and the various answers and decisions in regard thereto in good faith in an attempt to resolve the grievance. Within twenty-five (25) calendar days of receipt of the written appeal to the grievance, unless the time period is mutually extended by the parties, the City Labor Negotiator, shall, in writing, advise the Chairman of the Union Grievance Committee and the grievant as to the City Labor Negotiator's decision with respect to the grievance. If a Union grievance is not settled at the fourth step, the Union may proceed to final and binding arbitration as hereinafter provided.

II. GRIEVANCE ARBITRATION

- A. Final and binding arbitration may be initiated by serving upon the employer a

notice in writing of an intent to proceed to final and binding arbitration within fifteen (15) calendar days of receipt of the third step answer. Said notice shall identify the grievance and the employee(s) involved.

- B. Unless the parties can, within seven (7) calendar days following the receipt of such written notice, agree upon the selection of an arbitrator, either party may in writing request the Wisconsin Employment Relations Commission to submit a list of five (5) arbitrators to both parties. The parties, by their respective attorneys, shall, within seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator.
- C. The arbitrator so selected shall hold a hearing at a time and place convenient to the parties within fifteen (15) calendar days of notification of his/her selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall take such evidence as in his/her judgment is appropriate to the dispute. Statements of positions may be made by the parties, and witnesses may be called.
- D. The arbitrator shall neither add to, detract from, nor modify the language of the Agreement in arriving at a determination of any issue presented that is proper for final and binding arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.
- E. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.
- F. All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, the expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.

- G. For the purpose of receiving testimony and evidence, the provisions of Section 788.06 and 788.07 of the Wisconsin Statutes shall apply. The arbitration award shall be reduced to writing and shall be subject to Sections 788.08 through and including 788.15 of the Wisconsin Statutes. All other sections and provisions of Chapter 788 are hereby expressly negated and of no force and effect in any arbitration under this Agreement.
- H. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator within sixty (60) calendar days after the notice of appointment unless the parties to this Agreement shall extend the period in writing by mutual consent.
- I. The arbitrator shall submit in writing his/her award to the parties.

ARTICLE 8

PROHIBITION OF STRIKES AND LOCKOUTS

1. The Union pledges itself to make every effort to maintain unimpaired the fire service and protection of the community. During the term of this Agreement, or any extension thereof, the Union and/or its members, individually or in concert, shall not: strike, participate in a sympathy strike, participate in a wildcat strike, engage in a work speedup or slowdown, engage in mass use of sick leave, disrupt, impede or otherwise impair any function of the City and Fire Department.
2. During the term of this Agreement or any extension thereof, whenever the City Labor Negotiator determines that the Union or any of its members are violating the obligations set forth in subsection 1 of the Article, above, the City Labor Negotiator shall notify the Union that a prohibited action is in progress.
3. If the prohibited activity does not cease immediately following the notification given by the City Labor Negotiator, in accordance with subsection 2 of this Article, above, the Union shall, within two hours of such notification, disavow the prohibited activity, order its member or members in writing to return to work or cease the prohibited activity and provide the City Labor Negotiator with a copy of its order, or alternatively, accept responsibility for the prohibited activity.
4. If the Union disavows the prohibited activity, the City shall not hold the Union financially responsible and the Union shall interpose no defense to the City's imposition of such penalties or sanctions as the City may assess against the participants.
5. While engaged in a prohibited activity, employees shall not be entitled to any benefits or compensation provided by the City (either by this Agreement or by City ordinances, including charter ordinances, or by any other means).
6. There shall be no lockout by the City during the term of this Agreement.

ARTICLE 9

DEFINITIONS

1. "Active Service"

"Active Service," as used herein, shall mean the performance of assigned duties in accordance with the HOURS OF WORK provision of this Agreement and shall include time spent by employees on paid leave as provided for herein but shall not include any time spent by employees on leave without pay. In the event of an employee's resignation, discharge or retirement from City employment, active service shall cease as of the employee's last day at work.

2. "Length of Service"

"Length of Service," as used herein, shall mean the duration of time an employee was in active service, including active service while on the City payroll as a paid full-time employee (averaging 40 or more hours per week) prior to the execution date of this Agreement.

3. "Employees Covered By This Agreement"

Employees employed in the Milwaukee Fire Department, in active service in the following position classifications, shall be covered by this Agreement during its term so long as they remain in active service and within such classifications:

Fire Equipment Mechanic
Fire Equipment Machinist

Fire Equipment Compressed Air Technician
Fire Equipment Welder
Fire Building and Equipment Maintenance Specialist
Fire Equipment Repairer II
Fire Equipment Repairer I
Fire Mechanic Helper
Fire Stores Clerk

Deleted: Fire Equipment Metal Fabricator

4. "Employees," as used herein, shall mean employees covered by this Agreement as hereinbefore defined.

ARTICLE 10

BASE SALARY

A 2% across-the-board increase effective Pay Period 1, 2007.

A 1% across-the-board increase effective Pay Period 1, 2008.

A 1% across-the-board increase effective Pay Period 14, 2008.

A 1% across-the-board increase effect Pay Period 1, 2009.

A 1% across-the-board increase effective Pay Period 14, 2009.

1. Commencing Pay Period 1, 2007(December31,2006), the biweekly base salary paid to employees shall be as follows:

a. FIRE MECHANIC HELPER ^{1/}

Step 1. \$1,275.44

Step 2. \$1,349.11

Step 3. \$1,442.19

Step 4. \$1,478.03

Step 5. \$1,530.54

b. FIRE STORES CLERK

Step 1. \$1,256.44

Step 2. \$1,330.64

Step 3. \$1,423.68

Step 4. \$1,459.39

Step 5. \$1,606.05

c. FIRE EQUIPMENT REPAIRER I ^{2/}

Step 1. \$1,345.33

Step 2. \$1,421.22

Step 3. \$1,518.03

Step 4. \$1,553.69

Step 5. \$1,593.74

Step 6. \$1,656.58

d. FIRE EQUIPMENT REPAIRER II ^{3/}

Step 1. \$1,481.68

Step 2. \$1,572.52

Step 3. \$1,682.50

Step 4. \$1,737.22

Step 5. \$1,811.87

e. FIRE EQUIPMENT MACHINIST

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Deleted: 1,246.74

Deleted: 1,332.75

Deleted: 1,365.86

Deleted: 1,414.40

Deleted: 1,161.09

Deleted: 1,229.66

Deleted: 1,315.64

Deleted: 1,348.64

Deleted: 1,484.17

Deleted: 1,243.23

Deleted: 1,313.37

Deleted: 1,402.83

Deleted: 1,435.79

Deleted: 1,472.80

Deleted: 1,530.87

Deleted: 1,369.24

Deleted: 1,453.19

Deleted: 1,554.83

Deleted: 1,605.39

Deleted: 1,674.37

▼ FIRE EQUIPMENT COMPRESSED AIR TECHNICIAN

▼ FIRE BUILDING AND EQUIPMENT MAINTENANCE SPECIALIST

Step 1. \$1,506.11
 Step 2. \$1,597.97
 Step 3. \$1,709.73
 Step 4. \$1,767.06
 Step 5. \$1,829.08
 Step 6. \$1,858.26

Deleted: FIRE EQUIPMENT METAL FABRICATOR

Deleted: FIRE EQUIPMENT WELDER

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Deleted: 1,476.71

Deleted: 1,579.99

Deleted: 1,632.96

Deleted: 1,690.28

Deleted: 1,717.24

f. FIRE EQUIPMENT MECHANIC ^{4/ 5/}

Step 1. \$1,506.11
 Step 2. \$1,597.97
 Step 3. \$1,709.73
 Step 4. \$1,767.06
 Step 5. \$1,829.08
 Step 6. \$1,876.59

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Deleted: 1,579.99

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2. Commencing Pay Period 1, 2008 (December 30, 2007), the biweekly base salary paid to employees shall be as follows:

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a. FIRE MECHANIC HELPER ^{1/}

Step 1. \$1,288.19
 Step 2. \$1,362.60
 Step 3. \$1,456.61
 Step 4. \$1,492.81
 Step 5. \$1,545.85

Deleted: 1,214.01

Deleted: 1,284.14

Deleted: 1,372.73

Deleted: 1,406.84

Deleted: 1,456.83

b. FIRE STORES CLERK

Step 1. \$1,269.00
 Step 2. \$1,343.95
 Step 3. \$1,437.92
 Step 4. \$1,473.98
 Step 5. \$1,622.11

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Deleted: 1,266.55

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Deleted: 1,389.10

Deleted: 1,528.70

c. FIRE EQUIPMENT REPAIRER I ^{2/}

Step 1. \$1,358.78
 Step 2. \$1,435.43
 Step 3. \$1,533.21
 Step 4. \$1,569.23
 Step 5. \$1,609.15
 Step 6. \$1,673.15

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Deleted: 1,576.80

d. FIRE EQUIPMENT REPAIRER II ^{3/}

Step 1. \$1,496.50
Step 2. \$1,588.25
Step 3. \$1,699.33
Step 4. \$1,754.59
Step 5. \$1,829.99

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e. FIRE EQUIPMENT MACHINIST

▼ FIRE EQUIPMENT COMPRESSED AIR TECHNICIAN

▼ FIRE BUILDING AND EQUIPMENT MAINTENANCE SPECIALIST

Step 1. \$1,521.17
Step 2. \$1,613.95
Step 3. \$1,726.83
Step 4. \$1,784.73
Step 5. \$1,847.37
Step 6. \$1,876.84

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f. FIRE EQUIPMENT MECHANIC ^{4/ 5/}
FIRE EQUIPMENT WELDER ^{4/ 5/}

Step 1. \$1,521.17
Step 2. \$1,613.95
Step 3. \$1,726.83
Step 4. \$1,784.73
Step 5. \$1,847.37
Step 6. \$1,895.36

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3. Commencing Pay Period 14, 2008 (June 29, 2008), the biweekly base salary paid to employees shall be as follows:

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a. FIRE MECHANIC HELPER ^{1/}

Step 1. \$1,301.07
Step 2. \$1,376.23
Step 3. \$1,471.18
Step 4. \$1,507.74
Step 5. \$1,561.31

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b. FIRE STORES CLERK

Step 1. \$1,281.69
Step 2. \$1,357.39
Step 3. \$1,452.30
Step 4. \$1,488.72

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Step 5. \$1,638.33

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c. FIRE EQUIPMENT REPAIRER I ^{2/}

Step 1. \$1,372.37

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Step 2. \$1,449.78

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Step 3. \$1,548.54

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Step 4. \$1,584.92

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Step 5. \$1,625.78

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Step 6. \$1,689.88

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d. FIRE EQUIPMENT REPAIRER II ^{3/}

Step 1. \$1,511.47

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Step 2. \$1,604.13

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Step 3. \$1,716.32

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Step 4. \$1,772.14

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Step 5. \$1,848.29

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e. FIRE EQUIPMENT MACHINIST

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▼ FIRE EQUIPMENT COMPRESSED AIR TECHNICIAN

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▼ FIRE BUILDING AND EQUIPMENT MAINTENANCE SPECIALIST

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Step 1. \$1,536.38

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Step 2. \$1,630.09

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Step 3. \$1,744.10

Deleted: 1,566.64

Step 4. \$1,802.58

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Step 5. \$1,865.84

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Step 6. \$1,895.61

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f. FIRE EQUIPMENT MECHANIC ^{4/ 5/}
FIRE EQUIPMENT WELDER ^{4/ 5/}

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Step 1. \$1,536.38

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Step 2. \$1,630.09

Deleted: 1,566.64

Step 3. \$1,744.10

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Step 4. \$1,802.58

Deleted: 1,732.41

Step 5. \$1,865.84

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Step 6. \$1,914.31

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4. Commencing Pay Period 1, 2009 (December 28, 2009), the biweekly base salary paid to employees shall be as follows:

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a. FIRE MECHANIC HELPER ^{1/}

Step 1. \$1,314.08

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Step 2. \$1,389.99

Step 3. \$1,485.89

Step 4. \$1,522.82

Step 5. \$1,576.92

b. FIRE STORES CLERK

Step 1. \$1,294.51

Step 2. \$1,370.96

Step 3. \$1,466.82

Step 4. \$1,503.61

Step 5. \$1,654.71

c. FIRE EQUIPMENT REPAIRER I ^{2/}

Step 1. \$1,386.09

Step 2. \$1,464.28

Step 3. \$1,564.03

Step 4. \$1,600.77

Step 5. \$1,642.04

Step 6. \$1,706.78

d. FIRE EQUIPMENT REPAIRER II ^{3/}

Step 1. \$1,526.58

Step 2. \$1,620.17,

Step 3. \$1,733.48

Step 4. \$1,789.86

Step 5. \$1,866.77

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e. FIRE EQUIPMENT MACHINIST

~~FIRE EQUIPMENT METAL FABRICATOR~~

FIRE EQUIPMENT COMPRESSED AIR TECHNICIAN

FIRE BUILDING AND EQUIPMENT MAINTENANCE SPECIALIST

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Step 1. \$1,551.74

Step 2. \$1,646.39

Step 3. \$1,761.54

Step 4. \$1,820.61

Step 5. \$1,884.50

Step 6. \$1,914.57

f. FIRE EQUIPMENT MECHANIC ^{4/ 5/}
FIRE EQUIPMENT WELDER ^{4/ 5/}

Step 1. \$1,551.74

Step 2. \$1,646.39

Step 3. \$1,761.54

Step 4. \$1,820.61

Step 5. \$1,884.50
Step 6. \$1,933.45

5. Commencing Pay Period 14, 2009 (June 28, 2009), the biweekly base salary paid to employees shall be as follows:

a. FIRE MECHANIC HELPER ^{1/}

Step 1. \$1,327.22
Step 2. \$1,403.89
Step 3. \$1,500.75
Step 4. \$1,538.05
Step 5. \$1,592.69

b. FIRE STORES CLERK

Step 1. \$1,307.46
Step 2. \$1,384.67
Step 3. \$1,481.49
Step 4. \$1,518.65
Step 5. \$1,671.26

c. FIRE EQUIPMENT REPAIRER I ^{2/}

Step 1. \$1,399.95
Step 2. \$1,478.92
Step 3. \$1,579.67
Step 4. \$1,616.78
Step 5. \$1,658.46
Step 6. \$1,723.85

d. FIRE EQUIPMENT REPAIRER II ^{3/}

Step 1. \$1,541.85
Step 2. \$1,636.37
Step 3. \$1,750.81
Step 4. \$1,807.76
Step 5. \$1,885.44

e. FIRE EQUIPMENT MACHINIST
~~FIRE EQUIPMENT METAL FABRICATOR~~
FIRE EQUIPMENT COMPRESSED AIR TECHNICIAN
FIRE BUILDING AND EQUIPMENT MAINTENANCE SPECIALIST

Step 1. \$1,567.26
Step 2. \$1,662.85
Step 3. \$1,779.16
Step 4. \$1,838.82

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Step 5. \$1,903.35
Step 6. \$1,933.72

f. FIRE EQUIPMENT MECHANIC^{4/ 5/}
FIRE EQUIPMENT WELDER^{4/ 5/}

Step 1. \$1,567.26
Step 2. \$1,662.85
Step 3. \$1,779.16
Step 4. \$1,838.82
Step 5. \$1,903.35
Step 6. \$1,952.78

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^{1/} An employee occupying this position classification on January 1, 1988, shall be eligible to attain step 5 of this pay range. An employee hired after January 1, 1988, shall not be eligible to attain step 5 of this pay range. Step 4 shall be the highest step attainable by employees hired after January 1, 1988.

^{2/} An employee may be eligible to attain step 6 of this pay range after completing one year of service in step 5 and after meeting established requirements for attaining step 6. The requirements for attaining step 6 shall be established by agreement between labor and management.

^{3/} Employees occupying this position classification on August 21, 1988, may attain the fifth step of this pay range through the process described in 3 and 4, below. Mark Madritsch, if promoted to this classification, may attain the fifth step of this pay range through the process described in 3 and 4, below. Any other individual entering this position classification shall not be eligible to be paid at step 5 of this pay range. Step 4 shall be the highest step attainable by other individuals in this classification.

^{4/} Employees occupying the classification of Fire Equipment Mechanic on June 1, 1989, may attain the sixth step of this Pay Range through the process described in 3 and 4, below. Any other individual entering this classification after June 1, 1989, shall not be eligible to attain the sixth step of this Pay Range unless he/she maintains the appropriate current ASE certifications.

^{5/} Employees occupying the position of Fire Equipment Mechanic or, effective Pay Period 1, 2008, Fire Equipment Welder, shall be eligible to receive, for all hours of active service, an additional fifteen cents per hour per level for the attainment and maintenance of the Emergency Vehicle Technician (EVT), Fire Apparatus Technician Level I, II and Master Level III certifications. Effective the pay period following execution of the 2004-2006 Agreement, the pay for EVT Level I Certification shall be increased to twenty-five cents per hour, the pay for EVT Level II Certification shall be increased to fifty cents per hour, and the pay for EVT Master Level III Certification shall be increased to seventy-five cents per hour. EVT payments continue to be payable to employees who have advanced to Step 6 of Pay Range 734 and who have attained and maintained an EVT Level I, an EVT Level II or an EVT Master Level III certification.

6. Employees remaining in classifications they were in immediately prior to execution of this Agreement shall continue to be paid at the pay step at which they were paid immediately

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prior to execution of this Agreement. Employees entering new classifications during the term of this Agreement, where the biweekly pay rate of the maximum pay step for the new classification is greater than the rate for the maximum pay step of the classification the employee previously occupied, shall, upon entering these classifications, be paid at the lowest numbered pay step which pays more than the biweekly base salary they previously received. Employees entering new classifications during the term of this Agreement, where the biweekly pay rate of the maximum pay step for the new classification is less than or equal to the rate of the maximum pay step for the classification the employee previously occupied, shall continue to be paid at the pay step at which they were paid immediately prior to entering such new classification. Employees hired for employment during the term of this Agreement shall be paid at the lowest numbered pay step of the classification for which they are employed.

7. Employees completing one (1) year of active service within a pay step other than the highest pay step shall advance to the next higher pay step of their classification.
8. Base salaries of employees shall be paid biweekly and shall be in compensation for the full performance of the regularly scheduled hours of work for the given biweekly pay period in accordance with the HOURS OF WORK provision of this Agreement. When less than the full schedule of hours is worked by an employee during any such biweekly pay period the employee's biweekly base salary shall be reduced by an amount equivalent to one-eightieth (1/80) of his/her biweekly base salary for each hour or fraction thereof to the nearest 0.1 of an hour during which work is not performed.
9. The parties agree that where the City deems it necessary to aid recruitment, the City may make reallocations or change recruitment rates during the term of this Agreement; however, in such cases, the City agrees to inform the Union prior to implementing such changes.
- 10 The City reserves the right to make classification changes, but the changes shall not operate to reduce the salary of current incumbents. These changes shall not be subject to arbitration under any established grievance procedure.

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11. Employees occupying the positions of Fire Equipment Mechanic or, effective Pay Period 1, 2008, Fire Equipment Welder, Pay Range 734, shall be eligible to receive for all hours of active service an additional fifteen cents per hour per level for the attainment and maintenance of the Emergency Vehicle Technician (EVT) Fire Apparatus Technician Level I, Level II, and Master Level III certifications. It is understood that each EVT certification level requires the attainment and maintenance of specific ASE certifications. Payment of the additional fifteen cents per hour shall commence the pay period following the City's receipt of documentation of an employee's having obtained an EVT certification level. EVT certification levels must be obtained in the following order:

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- a. EVT Fire Apparatus Level I Certification: The City shall pay an additional twenty-five cents per hour of active service so long as this certification is maintained.
- b. EVT Fire Apparatus Level II Certification: The City shall pay an additional fifty cents per hour of active service so long as this certification is maintained.
- c. EVT Fire Apparatus Master Level III Certification: The City shall pay an additional seventy-five cents per hour of active service so long as this certification is maintained.
- d. EVT payments continue to be payable to employees who have advanced to Step 6 of Pay Range 734 and who attain and maintain an EVT Level I, an EVT Level II or an EVT Master Level III certification.
- e. The Fire Department shall reimburse employees for the cost of each successfully completed ASE or EVT examination, including registration fee, which is needed to obtain or maintain the EVT Level I, EVT Level II or EVT Master Level III Certifications. Reimbursement shall be made as soon as administratively practicable after employees submit copies of their certification and payment receipt to the department. "Eligible employees" are employees in the classification of Fire Equipment Mechanic or,

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Deleted: Effective the pay period following the execution of the 2004-2006 Agreement, the pay for EVT Level I Certification shall be increased to twenty-five cents per hour.

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Deleted: Effective the pay period following the execution of the 2004-2006 Agreement, the pay for EVT Level II Certification shall be increased to fifty cents per hour.

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Deleted: Effective the pay period following the execution of the 2004-2006 Agreement, the pay for EVT Fire Apparatus Master Level III Certification shall be seventy-five cents per hour.

Deleted: Effective for ASE or EVT examinations that eligible employees successfully complete after the execution date of the 2004-2006 Agreement, the

effective Pay Period 1, 2008, Fire Equipment Welder who have advanced to Step 6 of Pay Range 734.

Deleted: 9. . Effective as soon as administratively practicable following execution of the 2004-2006 Agreement, the City shall provide a one-time, lump sum, non-pensionable \$100 payment to all employees represented by the Union as of February 16, 2005, who are not in the classification of Fire Equipment Mechanic, Pay Range 734.

ARTICLE 11

HOURS OF WORK

1. The normal workday for an employee covered by this agreement shall be eight (8) consecutive hours per calendar day, except for an unpaid lunch period as assigned. As far as is practicable, this workday shall conform with the established hours of business. This provision shall not be construed as prohibiting the creation of part time employment or the establishment of rotating, staggered or shortened work periods.
2. The normal work week shall consist of five (5) calendar days and, as far as is practicable, the days on which an employee shall not be required to work shall be Saturdays and Sundays. Where departmental operations require work on Saturdays and Sundays, this work shall not constitute overtime work defined in the OVERTIME Article of this Agreement as long as any change in an employees work schedule is arranged in advance. The City shall have the right to change an employee's work schedule and/or assigned shift and such work shall not constitute overtime work as defined in the OVERTIME Article so long as any changes are arranged in advance. "Arranged in advance" means that an affected employee is notified of the change in their work schedule not less than 48 hours before the start of the change shift, and not later than quitting time of the last regular shift preceding the scheduled change.
3. "Time worked" means the time worked during regularly scheduled work periods, time taken off on authorized sick leave, vacation, or any other periods for which the employee was compensated including officially excused time lost such as that due to inclement weather and time lost due to civil emergencies by employees who were ready, willing and able to report to work.
4. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours worked per day, per week or for any other period of time except as may be specifically provided.

ARTICLE 12

OVERTIME

1. Emergency Recall Pay Overtime
 - a. An employee who is recalled to duty by the Chief Engineer, Fire, from off-duty status on a day other than a Sunday or holiday because of an emergency situation shall be compensated in cash or compensatory time off at a rate of one and one-half times the employee's base salary.
 - b. An employee who is recalled to duty by the Chief Engineer, Fire, from off-duty status on a Sunday or holiday because of an emergency situation shall be compensated in cash or compensatory time off at a rate of one and three quarters times the employee's base salary. An employee on watch duty who is ordered by the Chief Engineer, Fire, to remain on duty from Saturday into Sunday or from the day prior to a holiday into the holiday shall be compensated at the rate of one and three quarters times the employee's salary for hours worked on the Sunday or holiday but shall not be eligible for compensation under the WATCH PAY provision of this Agreement for the period of time he/she is compensated at the one and three quarters base salary rate.
 - c. A Sunday or holiday shall begin at 12:01 a.m. of the day and end at 12 midnight. A holiday is defined by the HOLIDAYS provision of this Agreement.
 - d. An employee may request compensatory time off in lieu of cash. The Chief Engineer, Fire, shall determine whether such request shall be granted.
 - e. Such pay will be provided beginning at the time the employee reports for duty and ending at the time the employee is released from duty and only while the employee is performing recall assignments.
 - f. A minimum of three (3) hours' overtime pay shall be guaranteed for each such occasion of emergency recall.
2. Other Overtime

"Overtime" means authorized work performed outside the regularly scheduled eight (8) hour shift or in excess of the regularly scheduled 40 hour week as defined in the HOURS OF WORK Article of this Agreement, that is not covered by subsection 1., above. Said overtime shall be compensated in cash or compensatory time off at a rate of 1.5X the employee's base salary. The Chief Engineer, Fire, shall determine whether such compensation shall be in cash or compensatory time off and shall further determine the scheduling of such earned compensatory time off.

3. Whenever the Fair Labor Standards Act (FLSA) requires the City to compensate overtime performed by an employee at a rate of time and one-half (1.5X) his/her base salary rate, the City shall comply with this requirement and compensate such work at a rate of time and one-half (1.5X) computed on the basis of the employee's hourly rate of pay for the average work week in effect as established under the HOURS OF WORK Article of this Agreement. Resolution of disputes involving application, interpretation or enforcement of Fair Labor Standards Act provisions applicable to employees covered by this Agreement shall be solely and exclusively reserved to the U. S. Department of Labor and the courts designated by the FLSA for review thereof.
4. The hourly pay used in the computation of overtime shall be based on one-eightieth (1/80) of the employee's biweekly base salary.
5. 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 any computation establishing pension benefits or payments or any other fringe benefits or payments.
6. Application of the provisions enumerated herein shall not involve pyramiding of the compensation described herein.
7. All overtime shall be at the option of the Chief Engineer, Fire. The Chief Engineer, Fire, shall administer and control the provisions of this Article.

ARTICLE 13

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:

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

▼

Deleted: Effective Pay Period 1, 2000 (December 26, 1999), pension benefits for employees covered by this Agreement shall be as set forth in the City of Milwaukee's Global Settlement Pension Proposal (Proposal), including all terms, conditions and effective dates therein, provided that such Proposal is approved by 90% of Employee Retirement System members representing 90% of the System's assets and provided further that such Proposal is approved by a court of competent jurisdiction, whose judgement must be final and binding.¶

¶ If the Global Pension Settlement is adopted pursuant to Section III (G) of the Global Settlement Agreement for General City Employees, and if any portion of this Article is held invalid or compliance with it is restrained by operation of law or by any court of competent jurisdiction, the balance of the Article shall remain in full force and effect and the parties shall immediately enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement of such portion.¶

¶ If the Global Pension Settlement is not adopted pursuant to Section III (G) of the Global Settlement for General City Employees, the parties shall immediately enter into collective bargaining, fully subject to Section 111.70, Wis. Stats. including access to interest arbitration under the Statute, separate from the interest arbitration for the contract as a whole, for the purpose of negotiating pension issues under the 1999-2000 labor agreement between the parties. Such subjects of negotiations include improvements in pension benefits and retroactivity as applicable.¶

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Deleted: 3. Notwithstanding any provision of Chapter 36-05 of the Milwaukee City Charter and ¶ the Rules of the Annuity and Pension Board, for employees retiring on a service retirement allowance on or after January 1, 2005, with at least five years of City service, hours worked as a City Laborer-Seasonal or Playground Laborer-Seasonal (MPS) shall be taken into account in determining the amount of their service retirement allowance. The additional creditable service earned under this provision shall be granted in accordance with Board Rules and shall not exceed one year of creditable service. The additional creditable service earned under this paragraph shall not be taken into account for any other purpose including, but not limited to determining eligibility for a service retirement allowance under Chapter 36-05-1-d or f, a deferred retirement allowance under Chapter 36-05-6-b-2 or 6-d2, an early retirement ... [1]

ARTICLE 14

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 to the next higher thousand dollars of earnings.
 - b. Optional Coverage. No later than 30 days prior to the date established by the City, an employee in active service or who after that date retires on disability and under the age of 65 eligible for and taking base coverage, shall be eligible to apply for supplemental coverage effective January 1, 1994, at his/her option in increments of \$1,000 to a maximum of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings. This coverage shall be made available to eligible employees applying for supplemental coverage no later than 30 days prior to the date established by the City and annually thereafter during periods of open enrollment.
 - c. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for 100% of annual base salary on the day immediately preceding his/her 65th birthday is entitled shall be reduced by 33-1/3% on his/her sixty-fifth (65th) birthday and, by an additional 16-2/3% on his/her Seventieth (70th) birthday.
 - d. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for more than 100% of annual base salary on the day immediately preceding his/her 65th birthday is entitled shall be reduced by 33-1/3 on his/her 65th birthday and by an additional 16-2/3% on his/her seventieth (70th) birthday and by an additional 16-2/3% on his/her seventy-fifth (75th) birthday but in no event to less than 50% of annual base salary. "Employee" shall have the meaning given in S350-25(3) of the Milwaukee Code of Ordinances.

2. Adjustment of Coverage

The amount of life insurance coverage to which an employee is entitled shall be adjusted semiannually on January 1 and July 1 of the calendar year to reflect changes in the employee's annual base salary rate. The term, "Annual Base Salary Rate," as used herein, shall be defined as an amount equivalent to the employee's biweekly base salary, as his/her biweekly base salary is defined and determined under the BASE SALARY provision of this Agreement, divided by fourteen (14) and then multiplied by three hundred and sixty-five (365).

3. Conditions and Eligibility for Election of Coverage

- a. Subject to the terms and conditions provided in subsections 3.b. through 3.f. of this Article, below, an employee shall be entitled to elect the amount of life insurance coverage provided in subsection 1., above, upon completion of 180 consecutive calendar days of active service as a full-time (40-hour per week) employee following his/her initial date of employment with the City.
- b. The election of life insurance coverage shall be in a manner prescribed by the City.
- c. An employee meeting the eligibility requirements for election of life insurance coverage must make such election within 30 consecutive calendar days after the date his/her eligibility is first established. If the employee fails to make such election within this time limit, the election shall be made only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.
- d. An employee shall become entitled to the life insurance coverage provided in subsection 1., above, 30 consecutive calendar days following the date he/she elects such coverage.
- e. An employee re-employed subsequent to a separation from active service, for whatever reason, must re-establish his/her eligibility for life insurance coverage on the same basis that would be applicable to a new employee having the same starting date that the re-employed employee had following re-employment.

f. An employee who has previously waived life insurance coverage provided by the City, either hereunder or otherwise, while employed with the City or a City Agency (the term, "City Agency" being as defined in subsection 36.02 (8) of the Milwaukee City Charter, 1971 compilation, as amended), shall be permitted to elect life insurance coverage only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.

4. Cost of Life Insurance Coverage

Employees eligible for the life insurance coverage described under Subsection 1 of this Article, above, who elect such coverage, shall pay to the City an amount equal to \$.21 per month for each \$1,000 of coverage in excess of \$30,000. These payments shall be accomplished by periodic deductions from employees' biweekly paychecks. The City shall make all other necessary payments for the life insurance coverage described in Subsection 1. of this Article, above.

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5. Conditions and Limitations on Benefits

- a. An employee eligible to elect life insurance coverage must elect the maximum amount to which he/she is entitled to under subsection 1., above.
- b. Life insurance benefits payable under any State or Federal law to the beneficiary of an employee as a result of the employee's employment with the City shall operate to reduce benefits payable under the terms of this Article by an amount equivalent to such State or Federal benefits.
- c. The life insurance benefits provided hereunder shall only cover employees while they are in active service.
- d. 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.

6. Right of City to Change Carrier

It shall be the right of the City to select and, from time to time, to change the carrier(s)

that provide the benefits set forth above. The City shall, at its sole option, have the right to provide these life insurance benefits on a self-insured basis.

ARTICLE 15

HEALTH INSURANCE

1. Benefits

a. Basic Plan

During the term of this Agreement, Basic Plan health insurance benefits shall be the same as the benefits provided in the 2004-2006 City/Union Agreement, except for the following changes in these benefits:

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- (1) Every medical procedure that can be performed on an outpatient basis shall not be covered by these benefits when the procedure is performed on a hospital inpatient basis. Procedures that can be performed on an outpatient basis that are done on an inpatient basis in conjunction with other procedures requiring inpatient status, or any procedures performed on an inpatient basis that constitute a medically verifiable exception (as determined by the Utilization Review Contractor) to the requirement that it be performed on an outpatient basis, shall be covered.
- (2) A Utilization Review Case Management 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 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. Any elective procedure not submitted to the UR/CM program shall not be covered by these benefits. The UR/CM program administrator 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, the UR/CM program will inform the employee of its determination in respect to approval or denial of the procedure.

- (3) The major medical deductible shall be \$100 per person, \$300 per family maximum on the Basic Plan.
- (4) 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 1.a.(2) of this Article, above.
 - (b) The aggregate lifetime maximum benefit limit per participant for all organ or tissue transplant services for all covered transplant procedures is \$250,000. This aggregate lifetime maximum benefit limit applies to all benefits arising out of an organ or tissue transplant.
- (5) The existing per participant maximum aggregate allowance limitation during each calendar year on benefits providing outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an Outpatient Treatment Facility or

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

(6) The Major Medical lifetime maximum shall be \$500,000.

b. Health Maintenance Organization (HMO) Plans

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

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(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 December 1, 2009, or the first full month following execution of the Agreement date of this Agreement, whichever is later, the following co-payments shall be implemented:

- (a) An employee shall pay a \$10.00 office visit co-payment (OVCP) for all office or urgent care visits due to illness or injury, except as noted in subsections 1.b.(3)(b) and (c), hereunder.
- (b) The OVCP shall be waived for preventive exams, tests, and other age-appropriate procedures as determined by the plan for screening, pre-natal and baby wellness.
- (c) The OVCP shall be waived for on-going disease management office visits as determined by the plan.
- (d) An employee shall pay a \$50.00 emergency room co-payment for each emergency room visit, except this co-payment shall be waived if admitted directly to the hospital from 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;

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- iv. Legend Drugs co-payment equal to \$5.00;
 - v. Mail Order Drug co-payment amount for a three-month or 90-day supply shall be equal to the co-payment amount for a two-month or 60-day supply.
- c. Basic Dental Plan

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

Employees shall have the right to select coverage under a Prepaid Dental Plan (PDP) approved by the City in lieu of the coverage provided by the Basic Dental Plan. The benefits of the PDP Plan selected shall be as established by the provider of that PDP Plan.
- e. 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 1.a. through 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 employee's health/dental insurance benefits shall terminate on the last

day of the calendar month in which the employee is removed from the payroll except if continued benefits are provided in this Article or by the City, unless the employee does not accept the continued benefit.

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

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2. Eligibility for Benefits

- a. An employee in active service whose normal hours of work average more than twenty (20) hours per week or whose normal hours of work average twenty (20) hours per week on a year-round basis in a position which is budgeted as half-time, shall be entitled to health insurance benefits through either the Basic Plan or an HMO Plan at his/her option so long as he/she remains in active service.
- b. An employee shall not be eligible for the benefits provided in subsection 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 part-time employee when his/her normal hours of work average less than 20 hours per week), temporary, student-aide type or seasonal basis.
- c. An employee in active service shall be entitled to Dental Plan benefits provided in subsection 1.c. or 1.d. of this Article so long as he/she remains in active service. 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 1.a. or 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 1.a. or 1.b., during the term of this Agreement, so long as they are at least 60 and less than age 65. Thereafter, such individuals shall be entitled to the same health insurance benefits concurrently provided employees in active service covered by the effective agreement between the City and the Union as is in effect from time to time, so long as they are at least age 60 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 2.c., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have attained age 65.
- f. An employee in active service who retires having attained age 55 with 30 years of creditable service shall between the ages of 55 and 65 be entitled to the benefits provided in subsection 1.a. and 1.b. during the term of this Agreement. Thereafter, such individual shall be entitled to the same health insurance benefits concurrently provided employees in active service covered by the effective agreement between the City and the Union as is in effect from time to time, so long as he/she is at least age 55 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 2.c., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have attained age 65.
- 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

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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.

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

a. Employees in Active Service

(1) Employees Enrolled in the Basic Plan during Calendar Years 2007, 2008 and 2009.

(a) For Employees Enrolled in the Basic Plan

Except as provided in subsection 5., below, prior to implementation of a Health Risk Assessment (HRA), an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$75.00 per month for single enrollment when such employee's enrollment status is single and \$150.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's paycheck on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

(b) Except as provided in subsection 5 and 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 when an employee's enrollment status is family.
- ii. The employee contributions shall also increase \$20.00 per

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month over the amounts specified in subsection 3.a.(1)(b)i., above, for each adult covered by the plan (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.

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

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

(a)

Except as provided in subsection 5., below, for employees enrolled in a HMO during calendar years 2007 and 2008, the City will contribute an amount towards meeting the subscriber cost for enrollment in the HMO Plan elected of 100% of the monthly subscriber cost of single enrollment in the HMO offered by the City pursuant to subsection 1.b., above, having the lowest single enrollment subscriber cost to the City 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. 1.b., above, having he lowest family enrollment

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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.

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- (b) Except as provided in section 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 section 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 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

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... Except as provided in subsection 5., below, during calendar years 2004, 2005 and 2006, the City will contribute an amount towards meeting the subscriber cost for family enrollment in the HMO Plan elected of 100% of the respective calendar year monthly subscriber cost of family enrollment in the HMO offered by the City pursuant to subsection 1.b., above, having the lowest family enrollment subscriber cost to the City. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her paycheck on a monthly basis.

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

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

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

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- (3) The maximum City contributions provided above shall be determined by the employee's effective enrollment status; when his/her 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.

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- (4) An employee who exhausts his/her sick leave during the term of this Agreement shall be permitted to maintain the benefits for the plan he/she was covered under on the date his/her sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. For calendar years 2007, 2008 and 2009 the City's contribution towards the cost of maintaining the benefits shall be as provided for in subsection 3.a. of this Article, above. An employee who returns from an unpaid leave during

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which he or she received health insurance benefits under this subsection (3.a.(4)), must physically be at work for at least 8 hours in order to be eligible for another six months of health insurance benefits under this subsection. This provision shall not cover retirees (including disability retirements).

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b. Duty Disability

(1) Calendar Years 2007, 2008 and 2009

Depending on the individual's single/family enrollment status, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection 3.a. of this Article, above.

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

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- (1) Except as noted below, for eligible employees under subsection 2.e. or 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.

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

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

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enrollment for retirees in the Basic Plan.

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

- (5) Surviving Spouse

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

4. Cost of Coverage -- Dental Plan

For 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.

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5. Pro rata Credit for Half-time Employees

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

6. Self-Administration Offset

The per capita subscriber costs associated with the health or dental insurance coverage provided by each of the plans listed in subsection 1. above includes amounts allocable to the administrative costs of the carriers providing such coverage. If the City elects to self-administer the Basic Health Insurance Plan and/or the Basic Dental Plan, then effective with the calendar month during which this election becomes effective, and so long as it continues in effect, the maximum City contributions provided in subsections 3., 4. and 5., above for employees covered by such a self-administered plan shall be reduced by an

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

7. Non-duplication

- a. If more than one City employee is a member of the same family, as that term is defined in provisions of the Plans defined in subsection 1. 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.
- 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 3.c., above, towards the cost of coverage for the City's Medicare Supplemental Plan.

8. Right of City to Select Carrier

It shall be the right of the City to select and, from time to time, to change any of its carriers that provide the benefits set forth in subsection 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).

9. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in subsections 1.a. or 1.b. 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 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. There shall be a 270-day waiting period for pre-existing conditions for the benefits provided by the basic plan.

11. Effective Date

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

Deleted: 11. . Effective as soon as practicable following execution of the 2004-2006 Agreement, Robert Fick, Robert Berka and Andrew Pozorski shall each receive a one-time, non-pensionable payment of one hundred (100) dollars.

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ARTICLE 16

TERMINAL LEAVE

1. Employees covered by this Agreement retiring on City pension under either the Employees' Retirement System of Milwaukee Plan, or the former Town of Lake Pension Fund Plan (but excluding retirement on deferred or actuarially reduced pensions, as they are defined in said two plans) shall, upon their retirement, be entitled to receive a lump sum payment equivalent to one eight-hour work shift's base salary for each one eight-hour work shift equivalent of earned and unused sick leave up to a maximum of thirty (30) such eight hour work shifts of base salary. The term, "eight-hour work shift," as used herein, shall be defined as an amount equivalent to the employees biweekly base salary at the time of his/her retirement, as his/her biweekly base salary is defined and determined under the BASE SALARY provision of this Agreement, divided by ten.
2. Employees shall be eligible to receive this benefit only once during their lifetime.
3. Payments made under the provisions of this Article shall not be construed as being part of the employees' base salary and shall not be included in the computation of any fringe benefits enumerated in this Agreement.
4. 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 any computation establishing pension benefits or payments.
5. Administration and control of the provisions of this Article shall be under the Chief Engineer, Fire.

ARTICLE 17

SICK LEAVE

1. Definition: "Sick Leave" shall mean all necessary absence from duty because of illness, bodily injury, exclusion from employment because of exposure to contagious disease.
2. Eligibility to use sick leave with pay shall begin after completion of six months' active service, but sick leave credit shall be earned from date of appointment.
3. Full-Time employees shall earn sick leave with pay at the rate of one and one-quarter (1.25) working days for each month of active service or 4.6 working hours for each two (2) weeks of active service. Sick leave with pay earned by employees shall be credited to their sick leave accounts. Employees may utilize sick leave with pay credited to their accounts during periods of sick leave for the period of time they would have worked in accordance with the regularly scheduled hours of work as established under the HOURS OF WORK provision of this Agreement.
4. Regardless of the sick leave credit earned, the maximum amount of sick leave with pay which employees may utilize from their accounts for any one period of continuous sick leave shall not exceed 365 calendar days. Interruption of such period of sick leave shall only be considered if the employee resumes his/her regular duty.
5. Sick leave allowance which accumulates up to 120 working days shall be credited to an employee's "normal sick leave account" from which sick leave shall be granted with full pay. An employee who was in active service on January 1, 1985, shall retain the days earned to that date in an "old sick leave account" and accumulate sick leave from that date in a "normal sick leave account" as provided in 5. and 6. of this Article. An employee transferred into a position covered by this Agreement from another position in the Fire Department shall retain his/her sick leave earned until the date of transfer into a position covered by this Agreement in an "old sick leave account" and accumulate sick leave while in such position in accordance with the provisions in 5. and 6. of this Article.
6. Sick leave shall be charged first to the "normal sick leave account" and next to the "old

sick leave account." When the balance in the "normal sick leave account" falls below 120 working days, additional days of unused sick leave shall be accumulated in the "normal sick leave account" until the balance again reaches 120 working days.

7. Effective upon implementation of a Long Term Disability Program, the maximum sick leave accrual for all employees shall be capped at 960 hours (120 work days).
8. As a condition of eligibility for receipt of sick leave benefits, employees must comply with the following requirements:
 - a. Employees requesting a sick leave must notify their immediate supervisor directly between 7:15 and 7:30 a.m. on the day of the shift for which they are requesting sick leave. Such notice must include the nature of the disability.
 - b. Employees shall be required to submit acceptable medical substantiation from a private physician or dentist for each instance of sick leave exceeding three (3) work days; under this circumstance, the City shall not be responsible for the payment of any fee charged by the physician or dentist.
 - c. An employee may be required by his/her supervisor to provide acceptable medical substantiation from a private physician or dentist for each absence, regardless of duration, if the employee's supervisor is informed or believes 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 or dentist.
 - d. Employees on sick leave shall not leave their residence on any scheduled on-duty date during such leave. If employees are required to leave their residences to visit a personal physician or Department physician or for any other justifiable reason, they shall notify or arrange to notify their immediate superior of their actual whereabouts prior to their leaving.
 - e. The Chief Engineer, Fire, reserves the right to order a Department representative or physician to investigate any case at any time and to further order appropriate treatment on the advice of the Department physician. The Department physician has the authority to order an employee on sick leave to return to duty.

- f. An employee who is on sick leave as of Friday of one week and who has not returned to duty by the following Tuesday, shall report to the Headquarters Building at a time designated by the Chief Engineer, Fire, for the duration of such sick leave. If such employee is not ambulatory, has a conflicting medical appointment elsewhere at that time or is hospitalized, such employee shall telephone the Assistant Chief or Department Secretary to inform him/her of his/her condition.
- g. Employees are not permitted to engage in any off-duty employment while on sick leave.
9. When acceptable medical substantiation from an employee's private physician or dentist 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 hereunder until he/she is in compliance with such requirement.
10. Administration and control of sick leave benefits shall be under the Chief Engineer, Fire, who shall establish and maintain such rules and procedures that he deems necessary for this purpose.
11. Sick Leave Control Incentive Program
- a. The Sick Leave Control Incentive Program shall be in effect beginning Trimester 1, 2007, and ending at the end of 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 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 term of the trimester, the employee did not use any sick leave,

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did not receive injury pay (except in cases when the employee suffered a verifiable lost-time work related injury and returned to work for his/her next regularly scheduled work shift following the occurrence of the injury), was not on an unpaid leave of absence and was not suspended from duty for disciplinary reasons; and

- (2) The employee was in active service for the full term of the trimester; and
- (3) At the end of the trimester, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 12 days.

- d. In a trimester period set forth in subsection 10.a. and b., above, that an employee is eligible for a sick leave control incentive payment, he/she shall be entitled to receive the equivalent of one day's pay or one day off with pay. Within seven (7) calendar days from the date the employee receives notice that he/she is eligible for the sick leave incentive, the employee shall notify his/her supervisor whether the incentive will be taken in cash or compensatory time off. The incentive payment shall not have any sum deducted for pension benefits nor shall such payments be included in determining pension benefits or other fringe benefits. The cash shall be paid to the employee as soon as it is administratively practicable. An employee who elects a compensatory time off shall schedule the day off in accordance with the following provisions:

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 27, whichever is appropriate.

ARTICLE 18

FUNERAL LEAVE

1. DEFINITIONS:

- a. "Funeral Leave" is defined as absence from duty because of death of a family member or relative.
- b. "Immediate family" is defined as the employee's husband or wife, brother, sister, parent, child, foster parents, foster children, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law and brother-in-law.

- 2. In the case of a death in the employee's "immediate family," the employee shall be granted a leave with pay not to exceed three work days with pay; these work days shall be contiguous to the day of death or the day after the funeral. If the actual day after the funeral occurs on a Saturday, Sunday or holiday, then the following work day shall be treated as the day after the funeral for purposes of this Article.

- 3. An employee requesting funeral leave shall be governed by existing Departmental rules and procedures covering the administration of funeral leave. An employee requesting funeral leave must notify his/her immediate supervisor directly and no later than one hour before his/her shift begins. An employee returning from funeral leave must notify his/her immediate supervisor directly and no later than one hour before his/her shift begins.

- 4. Administration and control of funeral leave benefits shall be by the Fire Chief.

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ARTICLE 19

INJURY PAY

Effective as soon as administratively practicable after the execution date of the 1997-1999 City/Union Agreement, injury pay shall be as described below. Prior to that date injury pay benefits shall be as stated in Article 19, Injury Pay, of the 1995-1996 City/Union Agreement.

1. When employees covered by this Agreement sustain injuries within the scope of their employment for which they are entitled to receive worker's compensation temporary disability benefits, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), they may receive 80% of their base salary as "injury pay" instead of such worker's compensation benefits for the period of time they may be temporarily totally or temporarily partially disabled because of such injuries. Such injury pay shall not be granted for more than 365 calendar days for any one compensable injury or recurrence thereof. For an employee receiving eighty hours of injury pay in a pay period, the amount of injury pay shall be the net pay such employee would have received had he or she been working during such pay period, but not more than 80% of his or her base salary nor less than the minimum amount required by the Worker's Compensation Act. For purposes of this article, "net pay" is the employee's base salary minus the following, as determined by the City: (1) FICA withholding, (2) Medicare withholding and (3) the federal and state income tax withholding as prescribed by law for the pay period immediately prior to the pay period for which he or she is determined to be eligible for injury pay. For an employee receiving less than eighty hours of injury pay in a pay period, the injury pay shall be 80% of his or her base salary.
2. In providing injury pay as indicated in 1., above, the employee agrees to allow the City to make the applicable payroll adjustment to his or her biweekly paycheck and agrees to make no subsequent claim for said amount whatsoever. Such deduction shall be administered so as not to reduce employee pension benefits. For purposes of interpretation of the provisions of this Article, the term base salary as used herein shall

mean the employee's base salary pay rate in effect during the pay period he or she is receiving injury pay.

3. After "injury pay" benefits have been exhausted, employees 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 thereafter, but such termination shall not be retroactive and any sick leave already used at the time of such termination of option shall not be restored to the employee.
4. Questions involving eligibility for injury pay shall be determined under the applicable law and the substantive and procedural rules of the Department of Industry, Labor and Human relations relative to Worker's Compensation and in the event of a dispute between the City and the employee relative to such eligibility, the Department of Industry, Labor and Human Relations and the courts upon the statutorily prescribed review thereof shall be the sole and final arbiters of such dispute.
5. As a condition of eligibility for receipt of such injury leave benefits, employees must comply with the following requirements:
 - a. Employees requesting injury leave must notify their immediate supervisor directly and no later than one hour before their shift begins. Such notice must include the nature of the disability. Employees returning from injury leave must notify their immediate supervisor directly and no later than one hour before their shift begins.
 - b. Employees shall be required to submit acceptable medical substantiation from a private physician or dentist for each instance of injury leave exceeding two (2) work days; under this circumstance, the City shall not be responsible for the payment of any fee charged by the physician or dentist.
 - c. An employee may be required by his or her Supervisor to provide acceptable medical substantiation from a private physician or dentist for each absence, regardless of duration, if the employee's supervisor is informed or believes that the employee is misusing injury leave; under such circumstances, the City shall not be

- responsible for the payment of any fee charged by the physician or dentist.
- d. Employees on injury leave shall not leave their residence on any scheduled On-Duty date during such leave. If employees are required to leave their residences to visit a personal physician or a Department physician or for any other justifiable reason, they shall notify or arrange to notify their immediate superior of their actual whereabouts prior to their leaving.
 - e. The Chief Engineer, Fire, reserves the right to order a Department representative or physician to investigate any case at any time and to further order appropriate treatment on the advice of the Department physician. The Department physician has the authority to order an employee on injury leave to return to duty.
 - f. An employee who is on injury leave as of Friday of one week and who has not returned to duty by the following Tuesday, shall report to the Headquarters Building on each Tuesday which is a normally scheduled On-Duty day, at the time designated by the Chief Engineer, Fire, for the duration of such injury leave. If such employee is not ambulatory, has a conflicting medical appointment elsewhere at that time or is hospitalized, such employee shall telephone the Assistant Chief or Department Secretary to inform of his/her condition.
 - g. Employees are not permitted to engage in any off-duty employment while on injury leave.
- 6. 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 such determination, the City will no longer require the applicable employee deductions from injury pay benefits provided for in subsections 1 and 2 of this Article, above.
 - 7. 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.
 - 8. Administration and control of the provisions of this Article shall be under the Chief

Engineer, Fire, who shall establish and maintain such rules and procedures that he deems necessary for this purpose.

9. An employee who has not successfully completed his/her initial probationary period with the City shall not be entitled to Injury Pay.

ARTICLE 20

VACATIONS

1. Definitions

The following definitions shall be used solely for the purpose of computing the current and prospective vacation benefits:

- a. **Anniversary Date:** The date an employee completes twelve (12) months of active service following appointment to the City of Milwaukee as a regular employee. After the completion of the first twelve (12) months of active service an employee's vacation anniversary date shall not change.
- b. **Active Service:** The time spent as a regular employee on the City of Milwaukee payroll including the performance of assigned duties for the City and paid time not worked. In order for paid time to count as active service for vacation purposes, such time, together with any authorized unpaid leaves of absence must be continuous from the date of appointment. Active service shall also include the time spent by an employee who takes a military leave. In the event of an employee's resignation, discharge or retirement from City employment, active service shall cease as of the employee's last day at work.
- c. **Years of Service:** The duration of time in active service.

2. Eligibility for vacation shall begin after the completion of twelve (12) months of active service following appointment. An employee whose service is expected to continue so as to complete a year's active service may, after six months of service and at the sole discretion of the Chief Engineer, Fire, be allowed to take vacation time within the year of appointment. However, 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 shall be deducted upon termination of employment.

3. Employees shall earn vacation/personal days in the following manner:

- a. 3.7 hours per pay period for employees who have completed less than 4

- years' active service;
 - b. 5.3 hours per pay period for employees who have completed at least 4 but less than 9 years of active service;
 - c. 6.8 hours per pay period for employees who have completed at least 9 but less than 14 years of active service;
 - d. 8.4 hours per pay period for employees who have at least 14 but less than 21 years of active service;
 - e. 9.9 hours per pay period for employees who have completed at least 21 years of active service.
4. An employee on the payroll for at least eighty (80) hours in a pay period shall be allowed to accumulate vacation time at the rates specified in paragraph 6, above. An employee on the payroll less than eighty (80) hours in a pay period will earn vacation on a pro-rata basis. Hours on the payroll in excess of eighty (80) in a pay period shall not count toward vacation accrual.
5. 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 active service.
 - b. 176 hours for employees who have completed 4 years of active service but less than 9 years of active service.
 - c. 216 hours for employees who have completed 9 years of active service, but less than 14 years of active service.
 - d. 256 hours for employees who have completed 14 years of active service but less than 21 years of active service.
 - e. 296 hours for employees who have completed 21 years of active service.
6. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. Any employee who leaves the service of the City due to resignation, retirement, termination, discharge, layoff or death will have the compensation

for vacation time owed the City deducted from his/her final paycheck. In the event the employee's last pay check is for an amount less than the amount of compensation owed the City, a deduction shall also be made from the employee's next preceding pay check that covers the balance of compensation owed the City. 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. If an employee returns to duty prior to his/her next following anniversary date, any vacation time earned and taken hereunder shall be offset against the employee's earned vacation time for the calendar year in which that anniversary date falls. Discharged employees are not entitled to pay for accumulated vacation time.

7. An employee who works an average of 20 hours per week on a year-round basis in a position which is budgeted as halftime or more shall be eligible to earn, according to their years of service as provided above, vacation on a pro-rated basis.
8. 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.
9. The vacation time benefits computed under the provisions of this Article shall be the full and only vacation benefits that an employee covered by this Agreement shall be entitled to during calendar years 2007, 2008 and 2009.
10. Administration and control of the provisions of this Article, including the assignment and scheduling of vacation time, shall be under the Fire Chief.

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ARTICLE 21

HOLIDAYS

1. Employees covered by this Agreement shall be entitled to the following paid holidays off per calendar year:
 - 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 (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. Martin Luther King Day (Third Monday in January).

Provided that: Whenever Independence Day (July 4) shall fall on a Saturday, the preceding Friday shall be observed as a holiday; whenever New Years Day, Independence Day, or Christmas Day shall fall on a Sunday, the following Monday shall be observed as a holiday; and whenever New Year's Day or Christmas shall fall on Saturday, the following Monday shall be observed as a holiday.
2. 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 shall observe such law provided that the operation of said law shall not operate to increase or diminish the number of paid holidays off per calendar year.
3. The provisions of Subsections 1 and 2 of this Article shall not in any way abridge the City's right to schedule employees to work on aforesaid holidays.

4. Except as provided in Subsection 5 below, employees covered by this Agreement who perform work on any of the holidays listed in Subsection 1 of this Article shall receive an amount of paid time off equivalent to the amount of work performed on such holidays, provided that such amount of paid time off shall not exceed 8 hours for each such holiday worked. The scheduling off of such paid time off to be determined by the Fire Chief.
5. Employees covered by this Agreement who are recalled to duty from off-duty status because of an emergency situation on any of the holidays listed in Subsection 1. of this Article shall be covered by Subsections 1 and 3 through 6 inclusive of the OVERTIME provision of this Agreement. In no event shall there be any duplication of benefits provided under the HOLIDAYS and OVERTIME provisions of this Agreement.
6. Employees covered by this Agreement whose normal hours of work, as established under the HOURS OF WORK provision of this Agreement, result in their being scheduled off on any of the holidays listed in Subsection 1 of this Article shall receive 8 hours of paid time off for each such holiday that the employees are scheduled off. The scheduling of such paid time off to be determined by the Fire Chief.
7. No employee covered by this Agreement shall receive holiday benefits in excess of 88 hours per calendar year in calendar years 2004-2006; provided however, that when there is insufficient time remaining in a calendar year for the Fire Chief to schedule time off earned under subsections 4 or 6 of this Article, above, such time off earned shall be scheduled off by the Chief before February 1 of the next calendar year. All such time off scheduled in the next calendar year shall count towards the maximum holiday hours of the calendar year in which it was earned.
8. Administration and control of the provisions of this Article shall be under the Fire Chief.

ARTICLE 22

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 1.b. through 1.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 With Pay
 - (1) Continuous Service

If either military training duty leave or military duty on account of civil disturbance is limited to a single period during the calendar year, then such leave shall be granted with pay not to exceed fifteen (15) successive calendar days (including Saturdays, Sundays and legal holidays) during a calendar year.
 - (2) Intermittent Service

If either military training duty leave or military duty on account of civil disturbance is taken on an intermittent basis during the calendar year, then such leave with pay shall not exceed ten (10) regularly scheduled eight-hour work shifts during the calendar year.
 - (3) Combined Maximum

During each calendar year of this Agreement, the amount of time off with pay for military leaves of absence provided hereunder that is taken by an employee on a continuous service basis, together with the amount taken on an intermittent service basis, shall in aggregate not exceed ten (10) of the employee's regularly scheduled eight-hour work shifts for military training duty and ten (10) such shifts for military duty in the State of Wisconsin

because of riot or civil disturbance.

- 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 (as it may be amended from time to time), shall receive full City pay plus all military pay for duty covered under subsection 1.b. of this Article, above. In all other cases, the employee agrees to allow a payroll adjustment to his/her biweekly pay check, deducting an amount equal to his/her military pay for such duty (up to a maximum equal to his/her City pay received under subsection 1.b. of this Article, above), and to make no subsequent claim for it whatsoever. 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 2c(1)(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 2c(1)(a) and 2c(1)(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 2c(1), 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 subsections 2c(1) or 2c(2) of this Article, 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 such individual to City employment.

3. Military Funeral Leaves of Absence

Employees 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. Induction Examinations

Employees 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; such time off with pay shall be granted only for examinations conducted by a United States military agency.

5. Administration

The Chief Engineer, Fire, shall have the authority to establish such rules and procedures

that he deems necessary to administer the military leave benefits provided by this Article. These rules and procedures shall cover, but not be limited to, requirements that employees provide the Chief Engineer, Fire, with reasonable advance notice of any contemplated military leave and the appropriate military orders and papers that fully document such military leave.

ARTICLE 23

TIME OFF FOR JURY DUTY

1. Employees covered by this Agreement shall be granted time off with pay for jury duty when they are legally summoned for jury duty, subject to the terms and conditions provided for in subsections 2 through 6 inclusive, of this Article below.
2. When an employee is legally summoned to report for jury duty he/she shall:
 - a) Immediately notify his/her supervisor and promptly submit to him/her a written report showing the date he/she is required to report for such jury duty; and
 - b) Complete City of Milwaukee form C-139 (Application for Jury Duty Pay) and County of Milwaukee form 2448R16 (Official Jury Notice), and forward both documents to the Fire Department Administration Bureau; and
 - c) Submit a Certification of Jury Service form to the Fire Department Administration Bureau at the end of his/her jury duty. (Copies of this form may be obtained from the Circuit Court Calendar Clerk.)
3. While on authorized jury duty employees shall be considered by the Fire Department to be working the day shift and shall be permitted to change their off-duty days (regular off and vacation days) subject to approval from the Fire Department Administration. If the employee's off-duty days are changed, the employee shall be required to turn over all jury duty payments he/she receives (excluding official travel pay) to the City; in the event the employee's off-duty days are not changed he/she shall be entitled to retain the jury duty payments he/she receives for jury duty performed on his/her off-duty days, but shall be required to turn over to the City all other jury duty payments he/she receives (excluding official travel pay).
4. Employees shall not be eligible for overtime while on jury duty, even if such duty extends beyond eight hours in one day.
5. On days when the employee is normally scheduled to work, no greater amount of time off for jury duty shall be granted than is necessary. If an employee is called for jury duty on

such day and reports thereto without receiving a jury assignment for that day or if he/she is engaged in jury duty for part of such day, he/she shall immediately report back to work for the remainder of his/her work day.

6. Administration and control of the provisions of this Article shall be under the Chief Engineer, Fire.

ARTICLE 24

TUITION REIMBURSEMENT

1. Tuition reimbursement benefits for employees covered by this Agreement shall be in accordance with the Veteran's Administration benefits pertaining thereto. In no event shall there be any duplication of benefits paid the employee.
2. In the event that employees are ineligible to receive tuition and textbook reimbursement under the provisions of Section 1. of this Article, then reimbursement of tuition, laboratory fees and required textbooks in an amount of up to \$900 per year for the period from January 1, 2007 through December 31, 2009.
3. All courses of study for which reimbursement is requested by an employee under the provisions of Section 2. of this Article shall be job related and approved by the Fire Department before any such reimbursement is paid to the employee by the City.
4. In order to qualify for reimbursement under Section 2. of this Article, employees shall present evidence to a City designated administrator of successful completion for those Fire Department approved courses of study that they are requesting reimbursement. Such evidence shall be submitted in writing to the aforesaid administrator within eight (8) weeks following completion of such Fire Department approved courses of study and shall consist of the final grade report for each such Fire Department approved course of study. A Fire Department approved course of study shall be deemed successfully completed if:
 - a. A grade of "C" or higher is received and such course of study is an undergraduate course of study; or
 - b. A grade of "B" or higher is received and such course of study is a graduate course of study; or
 - c. 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.

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5. Any portion of the tuition maximum may be used for courses which are less than three weeks in duration that are approved by the Fire Department.
6. Payment of reimbursement described in Section 2. of this Article shall be made as soon as administratively practicable after evidence of successful completion of the Fire Department approved courses of study for which such reimbursement is being requested is received by aforesaid City designated administrator. 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 Paragraph 3 and 4, above, payment will be deducted from the employee's paycheck.
7. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
8. Employees must remain in active 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.
9. Administration and control of the provisions of this Article shall be under the Fire Chief.

ARTICLE 25

SAFETY GLASSES

1. The City will provide safety glasses to employees covered by this Agreement who are required to wear glasses for corrective purposes under the same provisions that safety glasses are provided to other City employees.
2. The provisions of this Article shall be under the administration of the Managing Director-Safety and the Chief Engineer, Fire.

ARTICLE 26

SAFETY SHOES

1. Eligibility

Subject to the terms and conditions provided in subsections 2 through 5 inclusive of this Article, below, employees in active service shall be covered by the safety shoe benefits hereafter provided, so long as they remain in active service and in classification covered by this Agreement.

2. Description of Approved Safety Shoes

An employee's safety shoes shall be deemed "approved" if, and only if, they:

- a. Meet the approval of the Fire Department Administration; and
- b. Meet the requirements and specifications in American National Standard for Men's Safety-Toe Footwear, Z 41.1-1967/75; and
- c. At least one shoe of the pair must be legibly stamped USAS or ANSI Z 41.1-1967/75 (in at least one shoe); and
- d. Approved safety shoes must be serviceable at all times, damaged or worn out safety shoes will not be deemed approved - even if they were previously approved.

3. Shoe Allowance

- a. The City will provide each employee with an annual Shoe Allowance of \$115. An employee shall be entitled to receive this allowance no more than once per calendar year. Subject to the terms and conditions provided in subsections 3.b. through 3.f., of this Article, below, the allowance will only be granted following purchase of an approved pair of safety shoes by the employee.
- b. The Shoe Allowance shall be paid employees as soon as is administratively practicable following the date the Fire Department Administration receives satisfactory evidence from the employee indicating the purchase of approved safety shoes. Such satisfactory evidence shall be as prescribed by the Chief Engineer, Fire. It shall require submitting the safety shoes purchased to

departmental inspection for approval. It shall also require that the shoe purchase receipt be dated, bear the name of the employee, the name of the vendor where the purchase was made, and clearly indicate that one pair of USAS or ANSI Z 41.1-1967/75 safety shoes was purchased. In order to qualify for the Shoe Allowance provided herein, the employee's satisfactory evidence of purchase must be received by the Fire Department Administration no later than November 1 of the calendar year in which the purchase is made or no later than 30 calendar days following the date of such purchase, whichever is earlier.

- c. An employee must have at least 6 months of active service in the Bureau of Construction and Maintenance in order to be eligible for the Safety Shoe Allowance provided herein.
- d. An employee who received any kind of safety shoe allowance from the City during a calendar year, other than the shoe allowance provided herein shall not be entitled to receive the shoe allowance provided herein for that calendar year.
- e. Payments made under the provisions of this Article shall not be construed as being part of said employee's base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement.
- f. 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 any computation establishing pension benefits or payments.

4. Wearing of Safety Shoes Required

- a. As a condition of employment, all employees covered by this Agreement shall be required to wear approved safety shoes at all times while on duty. Any failure to comply with this requirement shall constitute grounds for discipline. The City may deny an employee the shoe allowance provided in subsection 3 of this Article, above, when it believes the employee is not complying with this requirement.
- b. Employees newly appointed to the Bureau of Construction and Maintenance shall have 28 consecutive calendar days following the date of their appointment in

which to become in compliance with the requirements provided in subsection 4.a.
of this Article, above.

5. Administration

The Chief Engineer, Fire, shall have the authority to establish such rules and procedures
that he deems necessary to administer the provisions of this Article.

ARTICLE 27

SPECIAL ASSIGNMENT PAY

1. When the Fire Equipment Compressed Air Technician, or Fire Equipment Machinist is off duty four or more consecutive hours during normal hours of work, as normal hours of work are established under the HOURS OF WORK provision of this Agreement, the Deputy Chief in the Bureau of Construction and Maintenance shall assign an employee to under fill that position for that shift. For the time period so assigned, and so long as the employee remains on duty during such time period, he/she shall receive in addition to his/her base salary an amount equivalent to sixty (60) cents per hour.
2. When the Fire Equipment Repairs Supervisor is off duty four or more consecutive hours during normal hours of work, as normal hours of work are established under the HOURS OF WORK provisions of this Agreement, the Deputy Chief in the Bureau of Construction and Maintenance shall assign one employee in the Fire Equipment Mechanic job classification to under fill that position for that shift. For the time period so assigned and so long as the employee remains on duty during such time period, he/she shall receive in addition to his/her base salary an amount equivalent to sixty (60) cents per hour.
3. When the Fire Building and Equipment Maintenance Specialist is off duty four or more consecutive hours during normal hours of work, as normal hours of work are established under the HOURS OF WORK provisions of this Agreement, the Deputy Chief in the Bureau of Construction and Maintenance shall assign one employee in the Fire Equipment Repairer II job classification to under fill that position for that shift. For the time period so assigned and so long as the employee remains on duty during such time period, he/she shall receive, in addition to his/her base salary, an amount equivalent to sixty (60) cents per hour.
4. Notwithstanding the foregoing, assignments set forth in 1., 2. and 3., above, shall be made only during time periods between 7:30 a.m. and 4:00 p.m. on days Monday through Friday that are not designated holidays in subsection 1. of the HOLIDAYS provision of

Deleted: , or Fire Equipment Mechanic
Metal Fabricator,

this Agreement.

5. 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 any computation establishing pension benefits or payments, or overtime benefits or payments, or any other fringe benefits or payments.
6. The Chief Engineer, Fire, shall administer and control the provisions of this Article.

ARTICLE 28

SHIFT DIFFERENTIAL

1. Employees whose normal hours of work fall, in whole or in part, during the time period beginning at 4:00 p.m. and ending at 12:00 midnight shall be entitled to receive, in addition to their base salary, a payment equivalent to 33 cents per hour for each hour of work performed during such time period. This payment shall be termed: "Shift Differential."
2. For administrative purposes:
 - a. Shift Differential shall be paid on the basis of work performed, computed to the nearest 0.1 of an hour.
 - b. Normal hours of work shall be as established under the HOURS OF WORK provision of this Agreement.
3. Employees performing work under the OVERTIME provision of this Agreement shall not be entitled to Shift Differential.
4. During the time period an employee is receiving Special Assignment Pay, he/she shall not be entitled to Shift Differential.
5. Administration and control of the provisions of this Article shall be under the Fire Chief.

ARTICLE 29

WEEK-END DIFFERENTIAL

1. Employees whose normal hours of work fall, in whole or in part, on Saturday or Sunday shall be entitled to receive, in addition to their base salary, a payment equivalent to:
 - a. 40 cents per hour for each hour of work performed on Saturday.
 - b. 50 cents per hour for each hour of work performed on Sunday.These payments shall be termed: "Week-end Differential."
2. For administrative purposes:
 - a. Week-end Differential shall be paid on the basis of work performed, computed to the nearest 0.1 of an hour.
 - b. Normal hours of work shall be as established under the HOURS OF WORK provision of this Agreement.
3. Employees performing work under the OVERTIME provision of this Agreement shall not be entitled to Week-end Differential.
4. During the time period an employee is receiving Special Assignment Pay, he/she shall not be entitled to Week-end Differential.
5. Administration and control of the provisions of this Article shall be under the Fire Chief.

ARTICLE 30

HOLIDAY DIFFERENTIAL

1. Employees whose normal hours of work fall, in whole or in part, on a holiday listed in subsection 3 of this Article, below, shall be entitled to receive, in addition to their base salary, a payment equivalent to 50 cents per hour for each hour of work performed on such a holiday. This payment shall be termed: "Holiday Differential."
2. For administrative purposes:
 - a. Holiday Differential shall be paid on the basis of work performed, computed to the nearest 0.1 of an hour.
 - b. Normal hours of work shall be as established under the HOURS OF WORK Provision of this Agreement.
3. Holiday Differential shall be paid only for work performed on the following holidays:
 - 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 (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 work-day before Christmas Day
 - i. The last normal work-day before New Year's Day
 - j. Good Friday
 - k. Martin Luther King Day (Third Monday in January).

Provided that: Whenever Independence Day (July 4) shall fall on a Saturday, the preceding Friday shall be observed as a holiday; whenever New Year's Day, Independence Day or Christmas Day shall fall on a Sunday, the following Monday shall be observed as a holiday; and whenever New Year's Day or Christmas shall fall on Saturday, the following Monday shall be observed as a holiday.

4. Employees performing work under the OVERTIME Provision of this Agreement shall not be entitled to Holiday Differential.

5. During the time period an employee is receiving Special Assignment Pay or Weekend Differential, he/she shall not be entitled to Holiday Differential.
6. Administration and control of the provisions of this Article shall be under the Fire Chief.

ARTICLE 31

WATCH PAY

1. The Deputy Chief in the Bureau of Construction Maintenance has the authority to assign an employee to stand watch from 4 p.m. to 12 midnight Monday through Friday and 8 a.m. to midnight on Saturday, Sunday and holidays. The employee so assigned shall perform all regular duties as required and in addition, shall be responsible for prioritizing incoming requests for repairs to determine whether those repairs should be done immediately and by whom, and which ones may be delayed until the regular work crew is available. This employee shall also be responsible for locating replacement fire equipment if the original equipment must be taken out of service, operation of flood control equipment, and maintaining a sufficient supply of compressed air and oxygen for firefighting and the emergency medical service. Duties during the watch period may change from time to time and are not limited to those described above.
2. While standing watch, the employee shall receive an amount equivalent to fifty (50) cents per hour in addition to his/her base salary for each hour of watch duty performed; such additional compensation shall be granted only if the employee assigned by the Chief to stand watch serves for the full watch period.
3. 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 any computation establishing pension benefits or payments, or overtime benefits or payments, or any other fringe benefits or payments.
4. An employee performing work under the OVERTIME provision of this Agreement shall not be entitled to Watch Pay. An employee shall be entitled to other applicable differentials while receiving compensation under the WATCH PAY provision of this Agreement.
5. The Chief Engineer, Fire, shall administer and control the provisions of this Article.

ARTICLE 32

SENIORITY FOR LAYOFF PURPOSES

1. In the event of a layoff of employees, the order of layoff shall be inversely related to length of service. (The last employee hired shall be the first employee laid off.)
2. In the event of a recall to work, the order of return shall be directly related to length of service. (The last employee laid off shall be the first employee returned to work.)
3. Length of service for the purpose of this Article, is to be measured from the date of original hire in the Bureau of Construction and Maintenance of the Fire Department.
4. Should the City find it necessary to lay off employees, it shall give the Union notice not less than four (4) weeks prior to the effective date of the layoff of the initially affected employee. The City and the Union shall meet within five (5) calendar days of the notice to discuss layoffs. The City at this meeting shall provide the Union with a current seniority list for the recognized bargaining unit.
5. Seniority shall be broken if an employee:
 - a. Retires
 - b. Resigns
 - c. Is discharged and the discharge is not reversed
 - d. Is not recalled from a layoff for a period of three (3) years
 - e. Is recalled from a layoff and does not report for work within three (3) calendar weeks.
 - f. Does not return at the expiration of a leave of absence.
6. Employees having the same starting date shall have their seniority status determined by their position on the eligibility list from which they were appointed.

ARTICLE 33

AGENCY SHOP

1. Subject to the terms and conditions provided in subsections 2 through 9, below, the City agrees to allow the Union an agency shop as permitted by the provisions of Section 111.70 of the Wisconsin Statutes.
2. No member of the bargaining unit is required to join the Union. However, membership in the Union is open to all members of the bargaining unit who choose to join and comply with the constitution and by-laws of the Union. No person will be denied membership in the Union because of race, ethnic origin, sex or religious affiliation.
3. The City will deduct from the biweekly earnings of all employees covered by this Agreement an amount that is equal to that part of the monthly dues certified by the Union as the dues deduction uniformly required of all members and pay said amount to the Treasurer of the Union within 30 calendar days after the payday from which such deduction was made.
4. The City will not deduct the dues of any employee in a two-week pay period unless the employee is a member of the Union bargaining unit for at least 7 calendar days in such pay period.
5. The City reserves the right to stop, withhold, or modify dues deductions for employees or positions in question until resolved by mutual agreement or by the Wisconsin Employment Relations Commission.
6. Changes in dues to be deducted shall be certified to the City Labor Negotiator by the Union at least thirty calendar days before the start of the pay period the new deduction schedule is to be effective.
7. Dues deductions for new employees in the Union bargaining unit will be made from their first paycheck.
8. The Union will fully and fairly represent all members of the bargaining unit regardless of whether they are members of the Union.

9. The Union shall, at its sole cost and expense, fully indemnify, defend and hold harmless the City, its officers, agents and employees against any and all claims, suits, actions or liability of judgments for damages (including, but not limited to expenses for reasonable legal fees and disbursements of the City, if any) arising from any objections to or contesting of the validity of any dues or fair-share deductions or the interpretation, application or enforcement of this provision.

ARTICLE 34

UNION NEGOTIATING COMMITTEE

1. The Union shall advise City of the names of its negotiators. One or more representatives from the Union shall be paid regular base salary up to a combined maximum of 17 working 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.
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 meetings so as to permit notification of the appropriate City departments.
3. The provisions of this Article shall be limited to day conferences or negotiations held with respect to wages, hours and conditions of employment during the term of this Agreement.
4. The City Labor Negotiator shall interpret and administer the provisions of this section.

ARTICLE 35

NEGOTIATIONS

Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of Section 111.70, Wisconsin Statutes, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators.

ARTICLE 36

LIMITATIONS UPON UNION ACTIVITY

1. No Union member or officer shall conduct any Union business on City time except as specified in this Agreement or as authorized by the proper department head, City Labor Negotiator, or the Labor Policy Committee of the Common Council.
2. No Union meeting shall be held on City time or on City property.

ARTICLE 37

MEETING TIME

Employees who wish to attend meetings of boards, commissions, and committees during working hours shall do so on their own time if properly authorized.

ARTICLE 38

AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

1. It is intended by the parties hereto that the provisions of this Agreement shall be in harmony with the duties, obligations and responsibilities which by law devolve upon the Common Council, the Board of Fire and Police Commissioners and the Chief Engineer, Fire, and these provisions shall be interpreted and applied in such manner as to preclude a construction thereof which will result in an unlawful delegation of powers unilaterally devolving upon them.
2. The Union recognizes the powers, duties, and responsibilities of the Board of Fire and Police Commissioners and the Chief Engineer, Fire as set forth in Section 62.50, Wisconsin Statutes and that pursuant thereto the Board of Fire and Police Commissioners and the Chief Engineer, Fire have the authority to establish rules and regulations applicable to the operation of the Fire Department and to the conduct of the employees employed therein.
3. The provisions of this Agreement are binding upon the parties for the term thereof. The Union, having had an opportunity to raise all matters in connection with the negotiations and proceedings resulting in this Agreement, is precluded from initiating any further negotiations for the term thereof relative to matters under the control of the Chief Engineer, Fire, the Common Council or the Board of Fire and Police Commissioners, including rules and regulations established by the Chief Engineer, Fire and the Board of Fire and Police Commissioners.
4. For purposes of construction and interpretation of the various provisions, this Agreement shall be considered to have been executed on _____.

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ARTICLE 39

NOTICES

1. All notices required to be sent by the Union to the City shall be sent in writing by certified mail to the City Labor Negotiator.
2. All notices required to be sent by the City to the Union shall be sent in writing by certified mail to the offices of the Union.
3. Subject to their mutual consent, the City and Union may waive the certified mail requirements provided above where they deem it appropriate.

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

WAIVER OF FURTHER BARGAINING

1. The parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters within the province of collective bargaining. This Agreement constitutes the full and complete agreement of the parties and there are no others, oral or written, except as herein contained. Each party for the term of this Agreement specifically waives the right to demand or to petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.
2. 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.

ARTICLE 42

RETROACTIVE WAGE PAYMENTS

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

ARTICLE 43

LONG-TERM DISABILITY

1. The City will offer a Long-Term Disability ("LTD") Benefit Program.
2. Basic coverage featuring benefits to age 65 after an elimination period of 180 calendar days will be provided at no cost to employees who work at least 20 hours per week on a year-round basis and have completed six months of active service following a regular or exempt appointment. Shorter elimination periods will be available through payroll deductions. An employee who is or becomes laid off 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.

6. Effective upon implementation of a Long Term Disability Program, the Accrued Time Off Donor Program shall be eliminated.

Dated at Milwaukee, Wisconsin this _____ day of _____, 2010. (Four copies of this instrument are being executed all with the same force and effect as though each were an original.)

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BY:

BY:

Don Griffin
IAMAW Business Representative

Maria Monteagudo
Employee Relations Director

Troy M. Hamblin
City Labor Negotiator

Joseph Alvarado
Labor Relations Officer

FOR THE UNION:

FOR THE CITY:

✓ Andy Pozorski, Committee Person

Tom Barrett, Mayor

Deleted: Mark Madritsch

Doug Krueger, Committee Person

Ronald D. Leonhardt, City Clerk

Richard Gadzalinski, Committee Person

W. Martin Morics, City Comptroller

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

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

SIGNATURES

07-09 Labor Contract

APPENDIX A

Wellness and Prevention

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

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

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

The City has agreed that two of the nine union members on the Wellness and Prevention Committee shall be from the Milwaukee Police Association, one from the Milwaukee Professional Firefighters Association and two from District Council 48, one from SEIU Staff Nurses Council, one from TEAM, one from the Association of Municipal Attorneys and one jointly representing Local 494 IBEW (Electrical Group) and Milwaukee Building and Construction Trades Council.

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

Decisions shall be made by consensus among committee members present. Consensus shall be reached when ten committee members agree. No decisions shall be made by the committee that requires employees to pay additional out-of-pocket costs unless it is ratified individually by

every City bargaining unit. However, the committee may decide to provide additional lump sum compensation to employees, reduce an out-of-pocket or monthly expense, or provide some other type of benefit without ratification by the bargaining units. No decision made by the Committee or lack of decision made by the Committee shall be subject to any aspect of the various grievance procedures, complaint procedures, court action, or any other type of dispute resolution mechanism.

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

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

FOR EMPLOYEES COVERED BY THE 2007-2009 AGREEMENT
BETWEEN THE CITY OF MILWAUKEE AND
THE INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, DISTRICT NO. 10, AFL-CIO

FOR THE TIME PERIOD
COMMENCING JANUARY 1, 2007, AND ENDING DECEMBER 31, 2009
(FOR INFORMATIONAL PURPOSES ONLY)

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

Pay Range 722

Biweekly Rate

▼ \$1,275.44 1,349.11 1,442.19 1,478.03 1,530.54

Monthly Rate

▼ \$2,763.45 2,923.07 3,124.75 3,202.40 3,316.17

Annual Rate

▼ \$33,161.44 35,076.86 37,496.94 38,428.78 39,794.04
Fire Mechanic Helper ^{1/}

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Pay Range 724

Biweekly Rate

▼ \$1,256.44 1,330.64 1,423.68 1,459.39 1,606.05

Monthly Rate

▼ \$2,722.29 2,883.05 3,084.64 3,162.01 3,479.78

Annual Rate

▼ \$32,667.44 34,596.64 37,015.68 37,944.14 41,757.30
Fire Stores Clerk

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Pay Range 726

Biweekly Rate

▼ \$1,345.33 1,421.22 1,518.03 1,553.69 1,593.74 1,656.58

Monthly Rate

▼ \$2,914.88 3,079.31 3,289.07 3,366.33 3,453.10 3,589.26

Annual Rate

▼ \$34,978.58 36,951.72 39,468.78 40,395.94 41,437.24 43,071.08
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39,802.62

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Pay Range 732

Biweekly Rate

▼ \$1,481.68 1,572.52 1,682.50 1,737.22 1,811.87
Monthly Rate

▼ \$3,210.31 3,407.13 3,645.42 3,763.98 3,925.72
Annual Rate

▼ \$38,523.68 40,885.52 43,745.00 45,167.72 47,108.62
Fire Equipment Repairer II ^{3/}

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Pay Range 733

Biweekly Rate

▼ \$1,506.11 1,597.97 1,709.73 1,767.06 1,829.08 1,858.26
Monthly Rate

▼ \$3,263.24 3,462.27 3,704.42 3,828.63 3,963.01 4,026.23
Annual Rate

▼ \$39,158.86 41,547.22 44,452.98 45,943.56 47,556.08 48,314.76
Fire Equipment Machinist

▼ Fire Equipment Compressed Air Technician
Fire Equipment Welder
Fire Building and Equipment Maintenance Specialist

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Fabricator

Pay Range 734

Biweekly Rate

▼ \$1,506.11 1,597.97 1,709.73 1,767.06 1,829.08 1,876.59
Monthly Rate

▼ \$3,263.24 3,462.27 3,704.42 3,828.63 3,963.01 4,065.95
Annual Rate

▼ \$39,158.86 41,547.22 44,452.98 45,943.56 47,556.08 48,791.34
Fire Equipment Mechanic ^{4/ 5/}

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Effective Pay Period 1, 2008 (December 30, 2007)**Pay Range 722**

Official Biweekly Rate

▼	\$1,288.19	1,362.60	1,456.61	1,492.81	1,545.85
Monthly Rate					
▼	\$2,791.08	2,952.30	3,155.99	3,234.42	3,349.34
Annual Rate					
▼	\$33,492.94	35,427.60	37,871.86	38,813.06	40,192.10
Fire Mechanic Helper ^{1/}					

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2,974.25 . 3,048.15 . 3,156.47**Formatted:** Indent: First line: 48 px**Deleted:** \$31,564.26 . 33,387.64 .
35,690.98 . 36,577.84 . 37,877.58**Formatted:** Indent: First line: 48 px**Pay Range 724**

Official Biweekly Rate

▼	\$1,269.00	1,343.95	1,437.92	1,473.98	1,622.11
Monthly Rate					
▼	\$2,749.50	2,911.89	3,115.49	3,193.62	3,514.57
Annual Rate					
▼	\$32,994.00	34,942.70	37,385.92	38,323.48	42,174.86
Fire Stores Clerk					

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Official Biweekly Rate

▼	\$1,358.78	1,435.43	1,533.21	1,569.23	1,609.68	1,673.15
Monthly Rate						
▼	\$2,944.02	3,110.10	3,321.96	3,400.00	3,487.64	3,625.16
Annual Rate						
▼	\$35,328.28	37,321.18	39,863.46	40,799.98	41,851.68	43,501.90
Fire Equipment Repairer I ^{2/}						

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Official Biweekly Rate

▼	\$1,496.50	1,588.25	1,699.33	1,754.59	1,829.99
Monthly Rate					
▼	\$3,242.42	3,441.21	3,681.88	3,801.61	3,964.98
Annual Rate					
▼	\$38,909.00	41,294.50	44,182.58	45,619.34	47,579.74
Fire Equipment Repairer II ^{3/}					

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Pay Range 733

Official Biweekly Rate

▼	\$1,521.17	1,613.95	1,726.83	1,784.73	1,847.37	1,876.84
Monthly Rate						
▼	\$3,295.87	3,496.89	3,741.47	3,866.92	4,002.64	4,066.49
Annual Rate						
▼	\$39,550.42	41,962.70	44,897.58	46,402.98	48,031.62	48,797.84
Fire Equipment Machinist						
▼	Fire Equipment Compressed Air Technician					
▼	Fire Building and Equipment Maintenance Specialist					

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Pay Range 734

Official Biweekly Rate

▼	\$1,521.17	1,613.95	1,726.83	1,784.73	1,847.37	1,895.36
Monthly Rate						
▼	\$3,295.87	3,496.89	3,741.47	3,866.92	4,002.64	4,106.61
Annual Rate						
▼	\$39,550.42	41,962.70	44,897.58	46,402.98	48,031.62	49,279.36
Fire Equipment Mechanic ^{4/ 5/}						
Fire Equipment Welder ^{4/ 5/}						

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Pay Range 722

Official Biweekly Rate

▼ \$1,301.07	1,376.23	1,471.18	1,507.74	1,561.31
Monthly Rate				
▼ \$2,818.99	2,981.83	3,187.56	3,266.77	3,382.84
Annual Rate				
▼ \$33,827.82	35,781.98	38,250.68	39,201.24	40,594.06
Fire Mechanic Helper ¹⁷				

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Pay Range 724

Official Biweekly Rate

▼ \$1,281.69	1,357.39	1,452.30	1,488.72	1,638.33
Monthly Rate				
▼ \$2,777.00	2,941.01	3,146.65	3,225.56	3,549.72
Annual Rate				
\$32,026.80	33,918.30	36,289.76	37,200.02	40,938.56
\$33,323.94	35,292.14	37,759.80	38,706.72	42,596.58
Fire Stores Clerk				

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Pay Range 726

Official Biweekly Rate

▼ \$1,372.37	1,449.78	1,548.54	1,584.92	1,625.78	1,689.88
Monthly Rate					
▼ \$2,973.47	3,141.19	3,355.17	3,433.99	3,522.52	3,661.41
Annual Rate					
▼ \$35,681.62	37,694.28	40,262.04	41,207.92	42,270.28	43,936.88
Fire Equipment Repairer I ²⁷					

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Pay Range 732

Official Biweekly Rate

▼	\$1,511.47	1,604.13	1,716.32	1,772.14	1,848.29
Monthly Rate					
▼	\$3,274.85	3,475.62	3,718.69	3,839.64	4,004.63
Annual Rate					
▼	\$39,298.22	41,707.38	44,624.32	46,075.64	48,055.54
Fire Equipment Repairer II ^{3/}					

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Pay Range 733

Official Biweekly Rate

▼	1,536.38	1,630.09	1,744.10	1,802.58	1,865.84	1,895.61
Monthly Rate						
▼	\$3,328.82	3,531.86	3,778.88	3,905.59	4,042.65	4,107.16
Annual Rate						
▼	\$39,945.88	42,382.34	45,346.60	46,867.08	48,511.84	49,285.86
Fire Equipment Machinist						
▼	Fire Equipment Compressed Air Technician					
▼	Fire Building and Equipment Maintenance Specialist					

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Pay Range 734

Official Biweekly Rate

▼	\$1,536.38	1,630.09	1,744.10	1,802.58	1,865.84	1,914.31
Monthly Rate						
▼	\$3,328.82	3,531.86	3,778.88	3,905.59	4,042.65	4,147.67
Annual Rate						
▼	\$39,945.88	42,382.34	45,346.60	46,867.08	48,511.84	49,772.06
Fire Equipment Mechanic ^{4/ 5/}						
▼	Fire Equipment Welder ^{4/ 5/}					

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Effective Pay Period 1, 2009 (December 28, 2008)**Pay Range 722**

Official Biweekly Rate

\$1,314.08	1,389.99	1,485.80	1,522.82	1,576.92
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Monthly Rate

\$2,847.17	3,011.65	3,219.43	3,299.44	3,416.66
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Annual Rate

\$34,166.08	36,139.74	38,633.14	39,593.32	40,999.92
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Fire Mechanic Helper ^{1/}**Pay Range 724**

Official Biweekly Rate

\$1,294.51	1,370.96	1,466.82	1,503.61	1,654.71
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Monthly Rate

\$2,804.77	2,970.41	3,178.11	3,257.82	3,585.21
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Annual Rate

\$33,657.26	35,644.96	38,137.32	39,093.86	43,022.46
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Fire Stores Clerk

Pay Range 726

Official Biweekly Rate

\$1,386.09	1,464.28	1,564.03	1,600.77	1,642.04	1,706.78
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Monthly Rate

\$3,003.20	3,172.61	3,388.73	3,468.34	3,557.75	3,698.02
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Annual Rate

\$36,038.34	38,071.28	40,664.78	41,620.02	42,693.04	44,376.28
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Fire Equipment Repairer I ^{2/}

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Pay Range 732

Official Biweekly Rate

\$1,526.58 1,620.17 1,733.48 1,789.86 1,866.77

Monthly Rate

\$3,307.59 3,510.37 3,755.87 3,878.03 4,044.67

Annual Rate

\$39,691.08 42,124.42 45,070.48 46,536.36 48,536.02

Fire Equipment Repairer II ^{3/}

Pay Range 733

Official Biweekly Rate

\$1,551.74 1,646.39 1,761.54 1,820.61 1,884.50 1,914.57

Monthly Rate

\$3,362.10 3,567.18 3,816.67 3,944.66 4,083.08 4,148.24

Annual Rate

\$40,345.24 42,806.14 45,800.04 47,335.86 48,997.00 49,778.82

Fire Equipment Machinist
Fire Equipment Compressed Air Technician
Fire Building and Equipment Maintenance Specialist

Pay Range 734

Official Biweekly Rate

\$1,551.74 1,646.39 1,761.54 1,820.61 1,884.50 1,933.45

Monthly Rate

\$3,362.10 3,567.18 3,816.67 3,944.66 4,083.08 4,189.14

Annual Rate

\$40,345.24 42,806.14 45,800.04 47,335.86 48,997.00 50,269.70

Fire Equipment Mechanic ^{4/ 5/}
Fire Equipment Welder ^{4/ 5/} ▲

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Effective Pay Period 14, 2009 (June 28, 2009)**Pay Range 722****Official Biweekly Rate**

\$1,327.22	1,403.89	1,500.75	1,538.05	1,592.69
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Monthly Rate

\$2,875.64	3,041.76	3,251.63	3,332.44	3,450.83
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Annual Rate

\$34,507.72	36,501.14	39,019.50	39,989.30	41,409.94
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Fire Mechanic Helper ^{1/}**Pay Range 724****Official Biweekly Rate**

\$1,307.46	1,384.67	1,481.49	1,518.65	1,671.26
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Monthly Rate

\$2,832.83	3,000.12	3,209.90	3,290.41	3,621.06
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Annual Rate

\$33,993.96	36,001.42	38,518.74	39,484.90	43,452.76
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Fire Stores Clerk**Pay Range 726****Official Biweekly Rate**

\$1,399.95	1,478.92	1,579.67	1,616.78	1,658.46	1,723.85
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Monthly Rate

\$3,033.23	3,204.33	3,422.62	3,503.02	3,593.33	3,735.01
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Annual Rate

\$36,398.70	38,451.92	41,071.42	42,036.28	43,119.96	44,820.10
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Fire Equipment Repairer I ^{2/}

Pay Range 732

Official Biweekly Rate

\$1,541.85	1,636.37	1,750.81	1,807.76	1,885.44
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Monthly Rate

\$3,340.68	3,545.47	3,793.42	3,916.81	4,085.12
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Annual Rate

\$40,088.10	42,545.62	45,521.06	47,001.76	49,021.44
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Fire Equipment Repairer II ^{3/}

Pay Range 733

Official Biweekly Rate

\$1,567.26	1,662.85	1,779.16	1,838.82	1,903.35	1,933.72
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Monthly Rate

\$3,395.73	3,602.84	3,854.85	3,984.11	4,123.93	4,189.73
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Annual Rate

\$40,748.76	43,234.10	46,258.16	47,809.32	49,487.10	50,276.72
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Fire Equipment Machinist
 Fire Equipment Compressed Air Technician
 Fire Building and Equipment Maintenance Specialist

Pay Range 734

Official Biweekly Rate

\$1,567.26	1,662.85	1,779.16	1,838.82	1,903.35	1,952.78
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Monthly Rate

\$3,395.73	3,602.84	3,854.85	3,984.11	4,123.93	4,231.02
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Annual Rate

\$40,748.76	43,234.10	46,258.16	47,809.32	49,487.10	50,772.28
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Fire Equipment Mechanic ^{4/ 5/}
Fire Equipment Welder ^{4/ 5/}

^{1/} An employee occupying this position classification on January 1, 1988, shall be eligible to attain step 5 of this pay range. An employee hired after January 1, 1988, shall not be eligible to attain step 5 of this pay range. Step 4 shall be the highest step attainable by employees hired after January 1, 1988.

^{2/} An employee may be eligible to attain step 6 of this pay range after completing one year of service in step 5 and after meeting established requirements for attaining step 6. The requirements for attaining step 6 shall be established by agreement between labor and management.

^{3/} Employees occupying this position classification on August 21, 1988, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4. Mark Madritsch, if promoted to this classification, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4. Any other individual entering this position classification shall not be eligible to be paid at step 5 of this pay range. Step 4 shall be the highest step attainable by other individuals in this classification.

^{4/} Employees occupying the classification of Fire Equipment Mechanic on June 1, 1989, may attain the sixth step of this Pay Range through the process described in Article 10, paragraphs 3 and 4. Any other individual entering this classification after June 1, 1989, shall not be eligible to attain the sixth step of this Pay Range unless he/she maintains the appropriate current ASE certifications.

^{5/} Employees occupying the position of Fire Equipment Mechanic or effective Pay Period 1, 2008, Fire Equipment Welder, shall be eligible to receive, for all hours of active service, an additional fifteen cents per hour per level for the attainment and maintenance of the Emergency Vehicle Technician (EVT), Fire Apparatus Technician Level I, II and Master Level III certifications. Effective the pay period following execution of the 2004-2006 Agreement, the pay for EVT Level I Certification shall be increased to twenty-five cents per hour, the pay for EVT Level II Certification shall be increased to fifty cents per hour, and the pay for EVT Master Level III Certification shall be increased to seventy-five cents per hour. EVT payments continue to be payable to employees who have advanced to Step 6 of Pay Range 734 and who have attained and maintained an EVT Level I, an EVT Level II or an EVT Master Level III certification.

MORANDUM OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, DISTRICT NO. 10, 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 January 1, 2007, and expiring at the end of December 31, 2009. The negotiating committee for International Association of Machinists and Aerospace Workers (their signatures appear below) agree to recommend and support ratification and adoption of this agreement to their principals.

Upon receiving notice from the negotiating committee of the International Association of Machinists and Aerospace Workers 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 _____, 2010.

Representatives of International Association of Machinists & Aerospace Workers	City of Milwaukee Negotiating Team

AGREEMENT
Between
CITY OF MILWAUKEE
and
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
DISTRICT NO. 10, AFL-CIO

Table of Contents

PREAMBLE	1
ARTICLE 1.....	3
DURATION OF AGREEMENT AND TIMETABLE.....	3
ARTICLE 2.....	4
RECOGNITION	4
ARTICLE 3.....	6
ORDINANCE AND RESOLUTION REFERENCES	6
ARTICLE 4.....	7
SUBORDINATE TO LEGISLATIVE AUTHORITY	7
ARTICLE 5.....	8
MANAGEMENT RIGHTS	8
ARTICLE 6.....	10
PROBATIONARY EMPLOYEES	10
ARTICLE 7.....	11
GRIEVANCE AND ARBITRATION PROCEDURE.....	11
ARTICLE 8.....	17
PROHIBITION OF STRIKES AND LOCKOUTS.....	17
ARTICLE 9.....	18
DEFINITIONS	18
ARTICLE 10.....	19
BASE SALARY	19
ARTICLE 11.....	29
HOURS OF WORK.....	29
ARTICLE 12.....	30
OVERTIME.....	30
ARTICLE 13.....	32
PENSION BENEFITS	32
ARTICLE 14.....	33
LIFE INSURANCE	33

ARTICLE 15.....	37
HEALTH INSURANCE.....	37
ARTICLE 16.....	53
TERMINAL LEAVE.....	53
ARTICLE 17.....	54
SICK LEAVE	54
ARTICLE 18.....	59
FUNERAL LEAVE	59
ARTICLE 19.....	60
INJURY PAY	60
ARTICLE 20.....	64
VACATIONS	64
ARTICLE 21.....	67
HOLIDAYS.....	67
ARTICLE 22.....	69
MILITARY LEAVES.....	69
ARTICLE 23.....	74
TIME OFF FOR JURY DUTY	74
ARTICLE 24.....	76
TUITION REIMBURSEMENT	76
ARTICLE 25.....	78
SAFETY GLASSES	78
ARTICLE 26.....	79
SAFETY SHOES.....	79
ARTICLE 27.....	82
SPECIAL ASSIGNMENT PAY	82
ARTICLE 28.....	84
SHIFT DIFFERENTIAL	84
ARTICLE 29.....	85
WEEK-END DIFFERENTIAL	85
ARTICLE 30.....	86
HOLIDAY DIFFERENTIAL	86
ARTICLE 31.....	88
WATCH PAY	88
ARTICLE 32.....	89
SENIORITY FOR LAYOFF PURPOSES	89
ARTICLE 33.....	90

AGENCY SHOP.....	90
ARTICLE 34.....	92
UNION NEGOTIATING COMMITTEE.....	92
ARTICLE 35.....	93
NEGOTIATIONS.....	93
ARTICLE 36.....	94
LIMITATIONS UPON UNION ACTIVITY.....	94
ARTICLE 37.....	95
MEETING TIME.....	95
ARTICLE 38.....	96
AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT.....	96
ARTICLE 39.....	97
NOTICES.....	97
ARTICLE 40.....	98
AMERICANS WITH DISABILITIES ACT (ADA).....	98
ARTICLE 41.....	99
WAIVER OF FURTHER BARGAINING.....	99
ARTICLE 42.....	100
RETROACTIVE WAGE PAYMENTS.....	100
ARTICLE 43.....	101
LONG-TERM DISABILITY.....	101
SIGNATURES.....	103
APPENDIX A.....	104

3. Notwithstanding any provision of Chapter 36-05 of the Milwaukee City Charter and the Rules of the Annuity and Pension Board, for employees retiring on a service retirement allowance on or after January 1, 2005, with at least five years of City service, hours worked as a City Laborer-Seasonal or Playground Laborer-Seasonal (MPS) shall be taken into account in determining the amount of their service retirement allowance. The additional creditable service earned under this provision shall be granted in accordance with Board Rules and shall not exceed one year of creditable service. The additional creditable service earned under this paragraph shall not be taken into account for any other purpose including, but not limited to determining eligibility for a service retirement allowance under Chapter 36-05-1-d or f, a deferred retirement allowance under Chapter 36-05-6-b-2 or 6-d2, an early retirement allowance under Chapter 36-05-6-b-3 or 6-c, or eligibility for additional imputed service credit under Chapter 36-04-4.

AGREEMENT
Between
CITY OF MILWAUKEE
and
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
DISTRICT NO. 10, AFL-CIO

Effective January 1, 2010 Through December 31, 2011

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AGREEMENT
Between
CITY OF MILWAUKEE
and
INTERNATIONAL ASSOCIATION OF
MACHINIST AND AEROSPACE WORKERS DISTRICT NO. 10, AFL-CIO
Effective January 1, Through December 31, 2011

Deleted: 2007

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PREAMBLE

1. THIS AGREEMENT, is made and entered into at Milwaukee, Wisconsin between the CITY OF MILWAUKEE, a municipal corporation, hereinafter referred to as "City," as municipal employer, and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT NO. 10, AFL-CIO, hereinafter referred to as "Union," as the representative of certain non-supervisory employees who are employed by the City of Milwaukee in the Bureau of Construction and Maintenance of the Fire Department.
2. 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.
3. 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.
4. This Agreement is an implementation of the provisions of Section 111.70, Wisconsin Statutes, consistent with the legislative authority in effect on the execution date of this

Agreement that is delegated to the City Common Council relating to: The Chief Engineer, Fire, and the Fire and Police Commission (as set forth in Section 62.50, Wisconsin Statutes), the Municipal Budget Law (as set forth in Chapter 65 of the Wisconsin Statutes), and any other statutes and laws applicable to the City.

5. 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 either by State Statutes or Charter Ordinances of the City of Milwaukee except as expressly limited herein.

ARTICLE 1

DURATION OF AGREEMENT AND TIMETABLE

1. This Agreement shall be in effect beginning at 12:01 a.m. on January 1, 2010, and ending at 12:01 a.m. on January 1, 2012. This Agreement will terminate on January 1, 2012 unless the parties hereto both 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 the NOTICES provision of this Agreement, indicating areas in a succeeding Labor Contract in which changes are requested; conferences and negotiations shall be carried on by the parties hereto beginning 30 calendar days following the date such notice is provided.
3. Any matter which directly or indirectly relates to wages, hours, or conditions of employment, or which relates to other matters, whether the same are specifically covered by this Agreement or not, will not be a subject for bargaining during the term of this Agreement; provided, however, this subsection is subject to the AID TO CONSTRUCTION provision of this Agreement.

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ARTICLE 2

RECOGNITION

1. The Union is recognized as the exclusive bargaining agent for employees employed in the Bureau of Construction and Maintenance of the Milwaukee Fire Department in active service and in the following position classifications:
 - Fire Equipment Mechanic
 - Fire Equipment Machinist
 - Fire Equipment Compressed Air Technician
 - Fire Equipment Welder
 - Fire Building and Equipment Maintenance Specialist
 - Fire Equipment Repairer II
 - Fire Equipment Repairer I
 - Fire Mechanic Helper
 - Fire Stores Clerk
2. The Union recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consistent with its obligations to the employees it represents.
3. In the event a consolidation occurs in any City department, between City departments, or units thereof whose employees in part or in whole are within a recognized bargaining unit and such consolidation results in a combining of the employees in the department who were members of more than one bargaining unit, then a new election shall be requested of the Wisconsin Employment Relations Commission. The certified representative as determined by the WERC pursuant to the election shall assume the contractual obligations of each and every consolidated unit as if no consolidation had occurred until the expiration of existing contract terms.
4. In the event new positions not now covered by this Article are created by the City through action of the Common Council and said positions would be embraced within the

bargaining unit, provided the parties agree that the new position(s) should be embraced within the bargaining unit; then the employees appointed to such positions shall be deemed part of such bargaining unit and shall be represented by the bargaining unit, and they shall also be covered by this Agreement between the Union and the City.

5. In the event existing classifications not now covered by this Agreement are included within the bargaining unit during the term of this Agreement, then employees in or appointed to positions within such classifications shall be covered by this Agreement provided the parties so agree.

ARTICLE 3

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 4

SUBORDINATE TO LEGISLATIVE AUTHORITY

In the event that the provisions of this Agreement or its application conflicts with the legislative authority delegated to the City Common Council, the Chief Engineer, Fire, and the Fire and Police Commission (which authority being set forth more fully by: the Milwaukee City Charter, the statutory duties, responsibilities and obligations of the Chief Engineer, Fire, and the Fire and Police Commission as they are provided for in Section 62.50 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 5

MANAGEMENT RIGHTS

1. Except as specifically provided otherwise by this Agreement, any and all rights concerning the management and direction of the Fire Department and its employees shall be exclusively the right of the City and the Chief Engineer, Fire.
2. Specifically, and without limitation by enumeration, the City and the Chief Engineer, Fire, shall have the following unrestricted rights:
 - a. The Union recognizes the right of the City and the Chief Engineer, Fire, to operate and manage their affairs in all respects. The Union recognizes the exclusive right of the Chief Engineer, Fire, to establish and maintain departmental rules and procedures for the administration of the Fire Department during the term of this Agreement provided that such rules and procedures do not violate any of the specific provisions of this Agreement.
 - b. The Chief Engineer, Fire, has the exclusive right and authority to schedule and/or assign overtime work. The Chief Engineer, Fire, shall have the sole right to authorize tradeoffs of work assignments.
 - c. It is understood by the parties that every 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.
 - d. The Chief Engineer, Fire, and the Fire and Police Commission reserve the right to discipline or discharge for cause; except that discipline or discharge of an employee serving his/her initial probationary period in the Fire Department shall not have to be for cause. The City reserves the right to lay off personnel of the Department.
 - e. The Chief Engineer, Fire, shall determine work schedules and establish methods and processes by which such work is performed.
 - f. The Chief Engineer, Fire, shall have the right to assign and/or transfer employees

within the Fire Department.

- g. Except as otherwise specifically provided in this Agreement, the City, the Chief Engineer, Fire, and the Fire and Police Commission shall retain all rights and authority to which, by law, they are entitled.
 - h. The City shall have exclusive authority to transfer any or all of the operations of the Milwaukee Fire Department to another unit of government and such transfer shall not require any prior negotiations or the consent of the Union.
 - i. The City shall have the authority, without prior negotiations, to consolidate operations of two or more departments. The City agrees that in the event of consolidation of two or more departments, it shall notify the Union 90 calendar days in advance of that event and discuss the consolidation with the Union.
 - j. The Chief Engineer, Fire, shall have the authority, without prior negotiations, to consolidate operations within the Department or to reorganize within the Department.
 - k. The right of contracting or subcontracting is vested in the City.
3. The Union pledges cooperation in increasing the efficiency and effectiveness of the Fire Department.

ARTICLE 6

PROBATIONARY EMPLOYEES

1. While on probation, employees shall not be entitled to file grievances over matters involving their probationary status. Probationary employees shall not be entitled to file grievances over matters of departmental discipline, including discipline involving matters of employee discharge or termination.
2. The duration of employee probationary periods shall be one (1) year of active service. The probationary period of employees who transfer from positions in a department other than the Fire Department to a position represented by the Union shall be six (6) months of active service.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

I. GRIEVANCE PROCEDURE

A. GRIEVANCES

1. Subject to the provisions of Article 6, of this Agreement, entitled, PROBATIONARY EMPLOYEES, and except as provided otherwise herein, only differences involving the interpretation, application or enforcement of the provisions of this Agreement not inconsistent with Section 62.50, Wisconsin Statutes, 1977, and amendments thereto, shall constitute a grievance under the provisions set forth below.
2. The Articles of this Agreement entitled: MANAGEMENT RIGHTS and SUBORDINATE TO LEGISLATIVE AUTHORITY, are intended to recognize the rights of the City and the Chief Engineer, Fire, and their responsibilities to the public. These Articles do not grant to the Union or its members any rights that may provide the basis for a grievance under the provisions of the GRIEVANCE AND ARBITRATION PROCEDURE.
3. Obligations of the City under Chapter 65, Wisconsin Statutes, shall not constitute a grievance under the provisions aforementioned.
4. Interpretation, application, enforcement or administration of any matter involving the City pension systems, including the pension benefits provided by such systems and their administration, shall not constitute a grievance under the provisions above-mentioned.
5. Matters involving approval of medical (or dental) insurance claims filed by an employee, or medical (or dental) insurance claims filed by an employee on behalf of his/her dependents, shall not constitute a grievance under the aforementioned provisions.
6. All grievances and grievance appeals shall set forth the provisions of the

Agreement under which the grievance was filed. All appeals of duly filed grievances not submitted by the Union or employee (hereinafter referred to as "member") within the time limit specified, shall be termed abandoned grievances and as such shall be considered as being resolved in favor of the City and not subject to further consideration under the provisions of the GRIEVANCE AND ARBITRATION PROCEDURE. By mutual agreement, the parties may waive any of the steps contained in this GRIEVANCE AND ARBITRATION PROCEDURE.

7. Grievances concerning life insurance or health insurance benefits, other than claims, shall be initiated at Step 4 of the Grievance Procedure and be reviewed by the City Labor Negotiator.
8. Matters appealable to the Fire and Police Commission (FPC) shall not constitute a grievance under the provisions above-mentioned. For matters filed on and after the execution date of the 2010-2011 Agreement, matters appealable to the FPC may, at the Union's option, either be appealed to the FPC or submitted to the grievance procedure including arbitration. If the matter is submitted to the grievance procedure and including arbitration, the matter may not be appealed to the FPC.

B. STEPS IN THE GRIEVANCE PROCEDURE

Step 1:

The aggrieved member shall reduce his/her grievance to writing on a provided numbered form and shall present such written grievance to his/her Union designated representative. The Union designated representative shall meet with the grievant; and if the grievant so desires and the Union designated representative so determines, the Union designated representative shall present the written grievance to the Deputy Chief, Fire, assigned to the Bureau of Construction and Maintenance in the Fire Department within ten (10) calendar days of the occurrence of the incident leading to the grievance. Thereafter, the grievant,

his/her Union designated representative, and the Deputy Chief, Fire, assigned to the Bureau of Construction and Maintenance in the Fire Department shall meet and discuss the grievance and shall make every effort to resolve the grievance.

Following said meeting, the Deputy Chief, Fire, assigned to the Bureau of Construction and Maintenance in the Fire Department shall answer the grievance in writing, setting forth the reasons for his decision and submit same to the Union designated representative and the aggrieved within ten (10) calendar days of receipt of the written grievance.

Step 2:

If the grievance is not resolved in Step 1 above, the Union Grievance Committee Chairman may, within ten (10) calendar days of the receipt of the decision of the Deputy Chief, Fire, assigned to the Bureau of Construction and Maintenance in the Fire Department, appeal said decision to a Board of Investigation of not more than three designated by the Chief Engineer, Fire. Said appeal shall be in writing and shall be submitted to the individual in the Fire Department Administration designated by the Chief Engineer, Fire, and therein a request shall be made for a meeting with said Board of Investigation to consider the decision of the Deputy Chief, Fire, assigned to the Bureau of Construction and Maintenance in the Fire Department. The Board of Investigation and the Union Grievance Committee Chairman shall meet at a mutually agreeable time within twenty (20) calendar days of receipt of said written appeal to the Board of Investigation. The grievant shall be entitled to be present at such appeal meeting and shall have the right to be represented by the Union Grievance Committee Chairman and the parties shall discuss the Deputy Chief's decision in good faith and attempt to resolve the matter. Within fifteen (15) days of said meeting, the Board of Investigation shall, in writing, advise the Union Grievance Committee Chairman and the grievant of its determination with respect to the grievance, setting forth the reasons for its decision.

Step 3:

If the grievance is not resolved in Step 2 above, the Chairman of the Union Grievance Committee may, within ten (10) calendar days of receipt of the answer from the Board of Investigation, appeal the grievance to the Chief Engineer, Fire. Such appeal shall be in writing; and therein a request should be made for a meeting with the Chief Engineer, Fire, the grievant, and the Chairman of the Union Grievance Committee. At the meeting, to be held at a mutually agreeable time within twenty (20) calendar days of receipt of said written appeal to the Chief Engineer, Fire, the parties shall discuss the grievance and the various answers and decisions in good faith in an attempt to resolve the grievance. Within fifteen (15) calendar days of such meeting, unless the time period is mutually extended by the parties, the Chief Engineer, Fire, shall in writing advise the Chairman of the Union Grievance Committee and the grievant as to the Chief's decision with respect to the grievance.

Step 4:

If the grievance does not involve a matter of Departmental discipline and is not resolved in Step 3, above, the Chairman of the Union Grievance Committee may, within ten (10) calendar days of receipt of the answer from the Chief Engineer, appeal the grievance to the City Labor Negotiator. Failure to appeal said answer within this prescribed period of time shall constitute settlement of the grievance. Such appeal shall be in writing and therein a request shall be made for a meeting between the City Labor Negotiator (or his/her designee), the grievant and the Chairman of the Union Grievance Committee. At the meeting, to be held at a mutually agreeable time, the parties shall discuss the grievance and the various answers and decisions in regard thereto in good faith in an attempt to resolve the grievance. Within twenty-five (25) calendar days of receipt of the written appeal to the grievance, unless the time period is mutually extended by the parties, the City Labor Negotiator, shall, in writing, advise the Chairman of the Union

Grievance Committee and the grievant as to the City Labor Negotiator's decision with respect to the grievance. If a Union grievance is not settled at the fourth step, the Union may proceed to final and binding arbitration as hereinafter provided.

II. GRIEVANCE ARBITRATION

- A. Final and binding arbitration may be initiated by serving upon the employer a notice in writing of an intent to proceed to final and binding arbitration within fifteen (15) calendar days of receipt of the third step answer. Said notice shall identify the grievance and the employee(s) involved.
- B. Unless the parties can, within seven (7) calendar days following the receipt of such written notice, agree upon the selection of an arbitrator, either party may in writing request the Wisconsin Employment Relations Commission to submit a list of five (5) arbitrators to both parties. The parties, by their respective attorneys, shall, within seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator.
- C. The arbitrator so selected shall hold a hearing at a time and place convenient to the parties within fifteen (15) calendar days of notification of his/her selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall take such evidence as in his/her judgment is appropriate to the dispute. Statements of positions may be made by the parties, and witnesses may be called.
- D. The arbitrator shall neither add to, detract from, nor modify the language of the Agreement in arriving at a determination of any issue presented that is proper for final and binding arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.
- E. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

- F. All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, the expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.
- G. For the purpose of receiving testimony and evidence, the provisions of Section 788.06 and 788.07 of the Wisconsin Statutes shall apply. The arbitration award shall be reduced to writing and shall be subject to Sections 788.08 through and including 788.15 of the Wisconsin Statutes. All other sections and provisions of Chapter 788 are hereby expressly negated and of no force and effect in any arbitration under this Agreement.
- H. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator within sixty (60) calendar days after the notice of appointment unless the parties to this Agreement shall extend the period in writing by mutual consent.
- I. The arbitrator shall submit in writing his/her award to the parties.

ARTICLE 8

PROHIBITION OF STRIKES AND LOCKOUTS

1. The Union pledges itself to make every effort to maintain unimpaired the fire service and protection of the community. During the term of this Agreement, or any extension thereof, the Union and/or its members, individually or in concert, shall not: strike, participate in a sympathy strike, participate in a wildcat strike, engage in a work speedup or slowdown, engage in mass use of sick leave, disrupt, impede or otherwise impair any function of the City and Fire Department.
2. During the term of this Agreement or any extension thereof, whenever the City Labor Negotiator determines that the Union or any of its members are violating the obligations set forth in subsection 1 of the Article, above, the City Labor Negotiator shall notify the Union that a prohibited action is in progress.
3. If the prohibited activity does not cease immediately following the notification given by the City Labor Negotiator, in accordance with subsection 2 of this Article, above, the Union shall, within two hours of such notification, disavow the prohibited activity, order its member or members in writing to return to work or cease the prohibited activity and provide the City Labor Negotiator with a copy of its order, or alternatively, accept responsibility for the prohibited activity.
4. If the Union disavows the prohibited activity, the City shall not hold the Union financially responsible and the Union shall interpose no defense to the City's imposition of such penalties or sanctions as the City may assess against the participants.
5. While engaged in a prohibited activity, employees shall not be entitled to any benefits or compensation provided by the City (either by this Agreement or by City ordinances, including charter ordinances, or by any other means).
6. There shall be no lockout by the City during the term of this Agreement.

ARTICLE 9

DEFINITIONS

1. "Active Service"

"Active Service," as used herein, shall mean the performance of assigned duties in accordance with the HOURS OF WORK provision of this Agreement and shall include time spent by employees on paid leave as provided for herein but shall not include any time spent by employees on leave without pay. In the event of an employee's resignation, discharge or retirement from City employment, active service shall cease as of the employee's last day at work.

2. "Length of Service"

"Length of Service," as used herein, shall mean the duration of time an employee was in active service, including active service while on the City payroll as a paid full-time employee (averaging 40 or more hours per week) prior to the execution date of this Agreement.

3. "Employees Covered By This Agreement"

Employees employed in the Milwaukee Fire Department, in active service in the following position classifications, shall be covered by this Agreement during its term so long as they remain in active service and within such classifications:

- Fire Equipment Mechanic
- Fire Equipment Machinist
- Fire Equipment Compressed Air Technician
- Fire Equipment Welder
- Fire Building and Equipment Maintenance Specialist
- Fire Equipment Repairer II
- Fire Equipment Repairer I
- Fire Mechanic Helper
- Fire Stores Clerk

4. "Employees," as used herein, shall mean employees covered by this Agreement as hereinbefore defined.

ARTICLE 10

BASE SALARY

1. During the term of the Agreement the rates of pay shall be those that became effective Pay Period 14, 2009:

4.

a. FIRE MECHANIC HELPER ^{1/}

Step 1. \$1,327.22
Step 2. \$1,403.89
Step 3. \$1,500.75
Step 4. \$1,538.05
Step 5. \$1,592.69

b. FIRE STORES CLERK

Step 1. \$1,307.46
Step 2. \$1,384.67
Step 3. \$1,481.49
Step 4. \$1,518.65
Step 5. \$1,671.26

c. FIRE EQUIPMENT REPAIRER I ^{2/}

Step 1. \$1,399.95
Step 2. \$1,478.92
Step 3. \$1,579.67
Step 4. \$1,616.78
Step 5. \$1,658.46
Step 6. \$1,723.85

d. FIRE EQUIPMENT REPAIRER II ^{3/}

Step 1. \$1,541.85
Step 2. \$1,636.37
Step 3. \$1,750.81
Step 4. \$1,807.76
Step 5. \$1,885.44

e. FIRE EQUIPMENT MACHINIST
FIRE EQUIPMENT COMPRESSED AIR TECHNICIAN
FIRE BUILDING AND EQUIPMENT MAINTENANCE SPECIALIST

Deleted: A 2% across-the-board increase effective Pay Period 1, 2007.
A 1% across-the-board increase effective Pay Period 1, 2008.
A 1% across-the-board increase effective Pay Period 14, 2008.
A 1% across-the-board increase effect Pay Period 1, 2009.
A 1% across-the-board increase effective Pay Period 14, 2009.

Deleted: Commencing Pay Period 1, 2007(December31,2006), the biweekly base salary paid to employees shall be as follows

Deleted: a. FIRE MECHANIC HELPER ^{1/}

Step 1. \$1,275.44
Step 2. \$1,349.11
Step 3. \$1,442.19
Step 4. \$1,478.03
Step 5. \$1,530.54

b. FIRE STORES CLERK

Step 1. \$1,256.44
Step 2. \$1,330.64
Step 3. \$1,423.68
Step 4. \$1,459.39
Step 5. \$1,606.05

c. FIRE EQUIPMENT REPAIRER I ^{2/}

Step 1. \$1,345.33
Step 2. \$1,421.22
Step 3. \$1,518.03
Step 4. \$1,553.69
Step 5. \$1,593.74
Step 6. \$1,656.58

d. FIRE EQUIPMENT REPAIRER II ^{3/}

Step 1. \$1,481.68
Step 2. \$1,572.52
Step 3. \$1,682.50
Step 4. \$1,737.22
Step 5. \$1,811.87

e. FIRE EQUIPMENT MACHINIST

FIRE EQUIPMENT COMPRESSED AIR TECHNICIAN

FIRE BUILDING AND EQUIPMENT MAINTENANCE SPECIALIST

Step 1. \$1,506.11
Step 2. \$1,597.97
Step 3. \$1,709.73
Step 4. \$1,767.06
Step 5. \$1,829.08
Step 6. \$1,858.26

f. FIRE EQUIPMENT MECHANIC ^{4/}

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Step 1. \$1,567.26
 Step 2. \$1,662.85
 Step 3. \$1,779.16
 Step 4. \$1,838.82
 Step 5. \$1,903.35
 Step 6. \$1,933.72

f. FIRE EQUIPMENT MECHANIC ^{4/ 5/}
 FIRE EQUIPMENT WELDER ^{4/ 5/}

Step 1. \$1,567.26
 Step 2. \$1,662.85
 Step 3. \$1,779.16
 Step 4. \$1,838.82
 Step 5. \$1,903.35
 Step 6. \$1,952.78

- ^{1/} An employee occupying this position classification on January 1, 1988, shall be eligible to attain step 5 of this pay range. An employee hired after January 1, 1988, shall not be eligible to attain step 5 of this pay range. Step 4 shall be the highest step attainable by employees hired after January 1, 1988.
- ^{2/} An employee may be eligible to attain step 6 of this pay range after completing one year of service in step 5 and after meeting established requirements for attaining step 6. The requirements for attaining step 6 shall be established by agreement between labor and management.
- ^{3/} Employees occupying this position classification on August 21, 1988, may attain the fifth step of this pay range through the process described in 3 and 4, below. Mark Madritsch, if promoted to this classification, may attain the fifth step of this pay range through the process described in 3 and 4, below. Any other individual entering this position classification shall not be eligible to be paid at step 5 of this pay range. Step 4 shall be the highest step attainable by other individuals in this classification.
- ^{4/} Employees occupying the classification of Fire Equipment Mechanic on June 1, 1989, may attain the sixth step of this Pay Range through the process described in 3 and 4, below. Any other individual entering this classification after June 1, 1989, shall not be eligible to attain the sixth step of this Pay Range unless he/she maintains the appropriate current ASE certifications.
- ^{5/} Employees occupying the position of Fire Equipment Mechanic or, effective Pay Period 1, 2008, Fire Equipment Welder, shall be eligible to receive, for all hours of active service, an additional fifteen cents per hour per level for the attainment and maintenance of the Emergency Vehicle Technician (EVT), Fire Apparatus Technician Level I, II and Master Level III certifications. Effective the pay period following execution of the 2004-2006 Agreement, the pay for EVT Level I Certification shall be increased to twenty-five cents per hour, the pay for EVT Level II Certification shall be increased to fifty cents per hour, and the pay for EVT Master Level III Certification shall be increased to seventy-five cents per hour. EVT payments continue to be payable to employees who have advanced to Step 6 of Pay Range 734 and who have attained and maintained an EVT Level I, an EVT Level II or an EVT Master Level III certification.

6. Employees remaining in classifications they were in immediately prior to execution of this Agreement shall continue to be paid at the pay step at which they were paid immediately prior to execution of this Agreement. Employees entering new classifications during the term of this Agreement, where the biweekly pay rate of the maximum pay step for the new classification is greater than the rate for the maximum pay step of the classification the employee previously occupied, shall, upon entering these classifications, be paid at the lowest numbered pay step which pays more than the biweekly base salary they previously received. Employees entering new classifications during the term of this Agreement, where the biweekly pay rate of the maximum pay step for the new classification is less than or equal to the rate of the maximum pay step for the classification the employee previously occupied, shall continue to be paid at the pay step at which they were paid immediately prior to entering such new classification. Employees hired for employment during the term of this Agreement shall be paid at the lowest numbered pay step of the classification for which they are employed.
7. Employees completing one (1) year of active service within a pay step other than the highest pay step shall advance to the next higher pay step of their classification. During the term of the 2010-2011 Agreement, there shall be no pay step advancement. The no pay step advancement provision shall expire at the end of Pay Period 26, 2011.
8. Base salaries of employees shall be paid biweekly and shall be in compensation for the full performance of the regularly scheduled hours of work for the given biweekly pay period in accordance with the HOURS OF WORK provision of this Agreement. When less than the full schedule of hours is worked by an employee during any such biweekly pay period the employee's biweekly base salary shall be reduced by an amount equivalent to one-eightieth (1/80) of his/her biweekly base salary for each hour or fraction thereof to the nearest 0.1 of an hour during which work is not performed.
9. The parties agree that where the City deems it necessary to aid recruitment, the City may make reallocations or change recruitment rates during the term of this Agreement;

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

- 10 The City reserves the right to make classification changes, but the changes shall not operate to reduce the salary of current incumbents. These changes shall not be subject to arbitration under any established grievance procedure.
11. Employees occupying the positions of Fire Equipment Mechanic or, effective Pay Period 1, 2008, Fire Equipment Welder, Pay Range 734, shall be eligible to receive for all hours of active service an additional fifteen cents per hour per level for the attainment and maintenance of the Emergency Vehicle Technician (EVT) Fire Apparatus Technician Level I, Level II, and Master Level III certifications. It is understood that each EVT certification level requires the attainment and maintenance of specific ASE certifications. Payment of the additional fifteen cents per hour shall commence the pay period following the City's receipt of documentation of an employee's having obtained an EVT certification level. EVT certification levels must be obtained in the following order:
 - a. EVT Fire Apparatus Level I Certification: The City shall pay an additional twenty-five cents per hour of active service so long as this certification is maintained.
 - b. EVT Fire Apparatus Level II Certification: The City shall pay an additional fifty cents per hour of active service so long as this certification is maintained.
 - c. EVT Fire Apparatus Master Level III Certification: The City shall pay an additional seventy-five cents per hour of active service so long as this certification is maintained.
 - d. EVT payments continue to be payable to employees who have advanced to Step 6 of Pay Range 734 and who attain and maintain an EVT Level I, an EVT Level II or an EVT Master Level III certification.
 - e. The Fire Department shall reimburse employees for the cost of each successfully completed ASE or EVT examination, including registration

fee, which is needed to obtain or maintain the EVT Level I, EVT Level II or EVT Master Level III Certifications. Reimbursement shall be made as soon as administratively practicable after employees submit copies of their certification and payment receipt to the department. "Eligible employees" are employees in the classification of Fire Equipment Mechanic or effective Pay Period 1, 2008, Fire Equipment Welder, who have advanced to Step 6 of Pay Range 734.

12. 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.
13. Within sixty days of the execution of the 2010-2011 Agreement, all employees shall be on direct deposit of paychecks.

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ARTICLE 11

HOURS OF WORK

1. The normal workday for an employee covered by this agreement shall be eight (8) consecutive hours per calendar day, except for an unpaid lunch period as assigned. As far as is practicable, this workday shall conform with the established hours of business. This provision shall not be construed as prohibiting the creation of part time employment or the establishment of rotating, staggered or shortened work periods.
2. The normal work week shall consist of five (5) calendar days and, as far as is practicable, the days on which an employee shall not be required to work shall be Saturdays and Sundays. Where departmental operations require work on Saturdays and Sundays, this work shall not constitute overtime work defined in the OVERTIME Article of this Agreement as long as any change in an employees work schedule is arranged in advance. The City shall have the right to change an employee's work schedule and/or assigned shift and such work shall not constitute overtime work as defined in the OVERTIME Article so long as any changes are arranged in advance. "Arranged in advance" means that an affected employee is notified of the change in their work schedule not less than 48 hours before the start of the change shift, and not later than quitting time of the last regular shift preceding the scheduled change.
3. "Time worked" means the time worked during regularly scheduled work periods, time taken off on authorized sick leave, vacation, or any other periods for which the employee was compensated including officially excused time lost such as that due to inclement weather and time lost due to civil emergencies by employees who were ready, willing and able to report to work.
4. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours worked per day, per week or for any other period of time except as may be specifically provided.

ARTICLE 12

OVERTIME

1. Emergency Recall Pay Overtime
 - a. An employee who is recalled to duty by the Chief Engineer, Fire, from off-duty status on a day other than a Sunday or holiday because of an emergency situation shall be compensated in cash or compensatory time off at a rate of one and one-half times the employee's base salary.
 - b. An employee who is recalled to duty by the Chief Engineer, Fire, from off-duty status on a Sunday or holiday because of an emergency situation shall be compensated in cash or compensatory time off at a rate of one and three quarters times the employee's base salary. An employee on watch duty who is ordered by the Chief Engineer, Fire, to remain on duty from Saturday into Sunday or from the day prior to a holiday into the holiday shall be compensated at the rate of one and three quarters times the employee's salary for hours worked on the Sunday or holiday but shall not be eligible for compensation under the WATCH PAY provision of this Agreement for the period of time he/she is compensated at the one and three quarters base salary rate.
 - c. A Sunday or holiday shall begin at 12:01 a.m. of the day and end at 12 midnight. A holiday is defined by the HOLIDAYS provision of this Agreement.
 - d. An employee may request compensatory time off in lieu of cash. The Chief Engineer, Fire, shall determine whether such request shall be granted.
 - e. Such pay will be provided beginning at the time the employee reports for duty and ending at the time the employee is released from duty and only while the employee is performing recall assignments.
 - f. A minimum of three (3) hours' overtime pay shall be guaranteed for each such occasion of emergency recall.
2. Other Overtime

"Overtime" means authorized work performed outside the regularly scheduled eight (8) hour shift or in excess of the regularly scheduled 40 hour week as defined in the HOURS OF WORK Article of this Agreement, that is not covered by subsection 1., above. Said overtime shall be compensated in cash or compensatory time off at a rate of 1.5X the employee's base salary. The Chief Engineer, Fire, shall determine whether such compensation shall be in cash or compensatory time off and shall further determine the scheduling of such earned compensatory time off.

3. Whenever the Fair Labor Standards Act (FLSA) requires the City to compensate overtime performed by an employee at a rate of time and one-half (1.5X) his/her base salary rate, the City shall comply with this requirement and compensate such work at a rate of time and one-half (1.5X) computed on the basis of the employee's hourly rate of pay for the average work week in effect as established under the HOURS OF WORK Article of this Agreement. Resolution of disputes involving application, interpretation or enforcement of Fair Labor Standards Act provisions applicable to employees covered by this Agreement shall be solely and exclusively reserved to the U. S. Department of Labor and the courts designated by the FLSA for review thereof.
4. The hourly pay used in the computation of overtime shall be based on one-eightieth (1/80) of the employee's biweekly base salary.
5. 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 any computation establishing pension benefits or payments or any other fringe benefits or payments.
6. Application of the provisions enumerated herein shall not involve pyramiding of the compensation described herein.
7. All overtime shall be at the option of the Chief Engineer, Fire. The Chief Engineer, Fire, shall administer and control the provisions of this Article.

ARTICLE 13

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 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,

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not to exceed a total of twelve months. All or part of the bonus year cannot be applied to earn more than 35 years of creditable service or to exceed the 70% of final average salary limitation stated in sec. 36-07-10-f of the City Charter. In order to be eligible for this benefit the employee shall provide notice, of his or her intent to retire in 2010, to the Department Head or designee by August 31, 2010. This provision shall expire at the end of December 31, 2010.

ARTICLE 14

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 to the next higher thousand dollars of earnings.
 - b. Optional Coverage. No later than 30 days prior to the date established by the City, an employee in active service or who after that date retires on disability and under the age of 65 eligible for and taking base coverage, shall be eligible to apply for supplemental coverage effective January 1, 1994, at his/her option in increments of \$1,000 to a maximum of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings. This coverage shall be made available to eligible employees applying for supplemental coverage no later than 30 days prior to the date established by the City and annually thereafter during periods of open enrollment.
 - c. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for 100% of annual base salary on the day immediately preceding his/her 65th birthday is entitled shall be reduced by 33-1/3% on his/her sixty-fifth (65th) birthday and, by an additional 16-2/3% on his/her Seventieth (70th) birthday.
 - d. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for more than 100% of annual base salary on the day immediately preceding his/her 65th birthday is entitled shall be reduced by 33-1/3 on his/her 65th birthday and by an additional 16-2/3% on his/her seventieth (70th) birthday and by an additional 16-2/3% on his/her seventy-fifth (75th) birthday but in no event to less than 50% of annual base salary. "Employee" shall have the meaning given in S350-25(3) of the Milwaukee Code of Ordinances.

2. Adjustment of Coverage

The amount of life insurance coverage to which an employee is entitled shall be adjusted semiannually on January 1 and July 1 of the calendar year to reflect changes in the employee's annual base salary rate. The term, "Annual Base Salary Rate," as used herein, shall be defined as an amount equivalent to the employee's biweekly base salary, as his/her biweekly base salary is defined and determined under the BASE SALARY provision of this Agreement, divided by fourteen (14) and then multiplied by three hundred and sixty-five (365).

3. Conditions and Eligibility for Election of Coverage

- a. Subject to the terms and conditions provided in subsections 3.b. through 3.f. of this Article, below, an employee shall be entitled to elect the amount of life insurance coverage provided in subsection 1., above, upon completion of 180 consecutive calendar days of active service as a full-time (40-hour per week) employee following his/her initial date of employment with the City.
- b. The election of life insurance coverage shall be in a manner prescribed by the City.
- c. An employee meeting the eligibility requirements for election of life insurance coverage must make such election within 30 consecutive calendar days after the date his/her eligibility is first established. If the employee fails to make such election within this time limit, the election shall be made only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.
- d. An employee shall become entitled to the life insurance coverage provided in subsection 1., above, 30 consecutive calendar days following the date he/she elects such coverage.
- e. An employee re-employed subsequent to a separation from active service, for whatever reason, must re-establish his/her eligibility for life insurance coverage on the same basis that would be applicable to a new employee having the same starting date that the re-employed employee had following re-employment.

f. An employee who has previously waived life insurance coverage provided by the City, either hereunder or otherwise, while employed with the City or a City Agency (the term, "City Agency" being as defined in subsection 36.02 (8) of the Milwaukee City Charter, 1971 compilation, as amended), shall be permitted to elect life insurance coverage only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.

4. Cost of Life Insurance Coverage

Employees eligible for the life insurance coverage described under Subsection 1 of this Article, above, who elect such coverage, shall pay to the City an amount equal to \$.21 per month for each \$1,000 of coverage in excess of \$30,000. These payments shall be accomplished by periodic deductions from employees' biweekly paychecks. The City shall make all other necessary payments for the life insurance coverage described in Subsection 1. of this Article, above.

5. Conditions and Limitations on Benefits

- a. An employee eligible to elect life insurance coverage must elect the maximum amount to which he/she is entitled to under subsection 1., above.
- b. Life insurance benefits payable under any State or Federal law to the beneficiary of an employee as a result of the employee's employment with the City shall operate to reduce benefits payable under the terms of this Article by an amount equivalent to such State or Federal benefits.
- c. The life insurance benefits provided hereunder shall only cover employees while they are in active service.
- d. 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.

6. Right of City to Change Carrier

It shall be the right of the City to select and, from time to time, to change the carrier(s)

that provide the benefits set forth above. The City shall, at its sole option, have the right to provide these life insurance benefits on a self-insured basis.

ARTICLE 15

HEALTH INSURANCE

1. Benefits

a. Basic Plan

During the term of this Agreement, Basic Plan health insurance benefits shall be the same as the benefits provided in the 2007-2009 City/Union Agreement, except for the following changes in these benefits:

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- (1) Every medical procedure that can be performed on an outpatient basis shall not be covered by these benefits when the procedure is performed on a hospital inpatient basis. Procedures that can be performed on an outpatient basis that are done on an inpatient basis in conjunction with other procedures requiring inpatient status, or any procedures performed on an inpatient basis that constitute a medically verifiable exception (as determined by the Utilization Review Contractor) to the requirement that it be performed on an outpatient basis, shall be covered.
- (2) A Utilization Review Case Management 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 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. Any elective procedure not submitted to the UR/CM program shall not be covered by these benefits. The UR/CM program administrator 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, the UR/CM program will inform the employee of its determination in respect to approval or denial of the procedure.

- (3) The major medical deductible shall be \$100 per person, \$300 per family maximum on the Basic Plan.
- (4) 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 1.a.(2) of this Article, above.
 - (b) The aggregate lifetime maximum benefit limit per participant for all organ or tissue transplant services for all covered transplant procedures is \$250,000. This aggregate lifetime maximum benefit limit applies to all benefits arising out of an organ or tissue transplant.
- (5) The existing per participant maximum aggregate allowance limitation during each calendar year on benefits providing outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an Outpatient Treatment Facility or

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

(6) The Major Medical lifetime maximum shall be \$500,000.

b. Health Maintenance Organization (HMO) Plans

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

(2) The City may offer 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

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1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations. In the event that the City offers an EPO Plan instead of or in addition to an HMO Plan, any references to "Health Maintenance Organization" or "HMO" in this Agreement shall be understood to also refer to an "Exclusive Provider Organization", "EPO", or to a combination of Health Maintenance Organizations and Exclusive Provider Organizations.

- (3) Effective the first full month following the execution date of this Agreement, employees shall make the following co-payments:

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- (a) An employee shall pay a \$10.00 office visit co-payment (OVCP) for all office or urgent care visits due to illness or injury, except as noted in subsections 1.b.(3)(b) and (c), hereunder.
- (b) The OVCP shall be waived for preventive exams, tests, and other age-appropriate procedures as determined by the plan for screening, pre-natal and baby wellness.
- (c) The OVCP shall be waived for on-going disease management office visits as determined by the plan.
- (d) An employee shall pay a \$50.00 emergency room co-payment for each emergency room visit, except this co-payment shall be waived if admitted directly to the hospital from 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 a prepaid dental plan.

d. Prepaid Dental Plans

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

e. 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 1.a. through 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 employee's health/dental insurance benefits shall terminate on the last day of the calendar month in which the employee is removed from the payroll except if continued benefits are provided in this Article or by the

City, unless the employee does not accept the continued benefit.

- f. An annual Health Risk Assessment (HRA), which shall include basic biometrics, a written health risk assessment questionnaire and a blood draw, shall be implemented as soon as practicable following execution of this Agreement.
- g. Both a Wellness and Prevention Program and Committee shall be implemented. A description of both the program and the committee is appended hereto as Appendix 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 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 so long as he/she remains in active service.
- b. An employee shall not be eligible for the benefits provided in subsection 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 part-time employee when his/her normal hours of work average less than 20 hours per week), temporary, student-aide type or seasonal basis.
- c. An employee in active service shall be entitled to Dental Plan benefits provided in subsection 1.c. or 1.d. of this Article so long as he/she remains in active service. 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 1.a. or 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 1.a. or 1.b., during the term of this Agreement, so long as they are at least 60 and less than age 65. Thereafter, such individuals shall be entitled to the same health insurance benefits concurrently provided employees in active service covered by the effective agreement between the City and the Union as is in effect from time to time, so long as they are at least age 60 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 2.c., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have attained age 65.

- f. An employee in active service who retires having attained age 55 with 30 years of creditable service shall between the ages of 55 and 65 be entitled to the benefits provided in subsection 1.a. and 1.b. during the term of this Agreement. Thereafter, such individual shall be entitled to the same health insurance benefits concurrently provided employees in active service covered by the effective agreement between the City and the Union as is in effect from time to time, so long as he/she is at least age 55 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 2.c., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have attained age 65.
- 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.

- h. 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 15.2.e or f, subject to the provisions of those sections and shall be subject to the cost of coverage provisions under Article 15.3.c. 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 15.2.e or f and shall be subject to the cost of coverage provisions under Article 15.3.c.

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

a. Employees in Active Service

- (1) Employees Enrolled in the Basic Plan during Calendar Years 2010 and 2011.

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- (a) For Employees Enrolled in the Basic Plan

Except as provided in subsection 5., below, prior to implementation of a Health Risk Assessment (HRA), an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$75.00 per month for single enrollment when such employee's enrollment status is single and \$150.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's paycheck on a monthly basis. Any

subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

- (b) Except as provided in subsection 5 and 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 when an employee's enrollment status is family.
 - ii. The employee contributions shall also increase \$20.00 per month over the amounts specified in subsection 3.a.(1)(b)i., above, for each adult covered by the plan (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.
 - iii. For an employee in the single plan and for an employee and his or her spouse (if applicable) in the family plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be \$75.00 per month for single enrollment when an employee's enrollment status is single and \$150.00 per month for family enrollment when an employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

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

calendar years 2010 and 2011.

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Except as provided in section 5, below, an employee enrolled in an HMO plan shall contribute \$20.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$40.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.

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▼ (b) Except as provided in section 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 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.

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

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

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(3) The maximum City contributions provided above shall be determined by the employee's effective enrollment status; when his/her enrollment status is single, the above maximum shall be computed using the subscriber cost established for single enrollment status and when it is family, such computation shall be based on the subscriber cost established for family enrollment status.

(4) An employee who exhausts his/her sick leave during the term of this Agreement shall be permitted to maintain the benefits for the plan he/she was covered under on the date his/her sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. For calendar years 2010 and 2011 the City's contribution towards the cost of maintaining the benefits shall be as provided for in subsection 3.a. of this Article, above. An employee who returns from an unpaid leave during which he or she received health insurance benefits under this subsection (3.a.(4)), must physically be at work for at least 8 hours in order to be eligible for another six months of health insurance benefits under this subsection. This

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provision shall not cover retirees (including disability retirements).

b. Duty Disability

(1) Calendar Years 2010 and 2011

Depending on the individual's single/family enrollment status, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection 3.a. of this Article, above.

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

(1) Except as noted below, for eligible employees under subsection 2.e. or 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.

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(2) For eligible employees under subsections 2.e. or 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

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

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

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

4. Cost of Coverage -- Dental Plan

For 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.

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5. Pro rata Credit for Half-time Employees

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

6. Self-Administration Offset

The per capita subscriber costs associated with the health or dental insurance coverage provided by each of the plans listed in subsection 1. above includes amounts allocable to the administrative costs of the carriers providing such coverage. If the City elects to self-administer the Basic Health Insurance Plan and/or the Basic Dental Plan, then effective with the calendar month during which this election becomes effective, and so long as it continues in effect, the maximum City contributions provided in subsections 3., 4. and 5., above for employees covered by such a self-administered plan shall be reduced by an amount equal to 100% of the difference between the monthly administrative costs associated with such plan prior to the effective date it became self-administered and the monthly administrative costs associated with the plan when it is self-administered, capitated for each subscriber in the plans on the basis of single or family enrollment status. While in effect, this provision shall not increase an employee's payroll deductions

required to meet the costs of his/her health/dental insurance benefits beyond the deductions that would be required under subsections 3., 4. and 5. of this Article if the provision were not in effect.

7. Non-duplication

- a. If more than one City employee is a member of the same family, as that term is defined in provisions of the Plans defined in subsection 1. 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.
- 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 3.c., above, towards the cost of coverage for the City's Medicare Supplemental Plan.

8. Right of City to Select Carrier

It shall be the right of the City to select and, from time to time, to change any of its carriers that provide the benefits set forth in subsection 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).

9. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in subsections 1.a. or 1.b. 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 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. There shall be a 270-day waiting period for pre-existing conditions for the benefits provided by the basic plan.

11. Effective Date

Except where specifically provided otherwise, the provisions of this Article shall be in force and effect beginning January 1, 2010, and ending December 31, 2011.

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ARTICLE 16

TERMINAL LEAVE

1. Employees covered by this Agreement retiring on City pension under either the Employees' Retirement System of Milwaukee Plan, or the former Town of Lake Pension Fund Plan (but excluding retirement on deferred or actuarially reduced pensions, as they are defined in said two plans) shall, upon their retirement, be entitled to receive a lump sum payment equivalent to one eight-hour work shift's base salary for each one eight-hour work shift equivalent of earned and unused sick leave up to a maximum of thirty (30) such eight hour work shifts of base salary. The term, "eight-hour work shift," as used herein, shall be defined as an amount equivalent to the employees biweekly base salary at the time of his/her retirement, as his/her biweekly base salary is defined and determined under the BASE SALARY provision of this Agreement, divided by ten.
2. Employees shall be eligible to receive this benefit only once during their lifetime.
3. Payments made under the provisions of this Article shall not be construed as being part of the employees' base salary and shall not be included in the computation of any fringe benefits enumerated in this Agreement.
4. 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 any computation establishing pension benefits or payments.
5. Administration and control of the provisions of this Article shall be under the Chief Engineer, Fire.

ARTICLE 17

SICK LEAVE

1. Definition: "Sick Leave" shall mean all necessary absence from duty because of illness, bodily injury, exclusion from employment because of exposure to contagious disease.
2. Eligibility to use sick leave with pay shall begin after completion of six months' active service, but sick leave credit shall be earned from date of appointment.
3. Full-Time employees shall earn sick leave with pay at the rate of one and one-quarter (1.25) working days for each month of active service or 4.6 working hours for each two (2) weeks of active service. Sick leave with pay earned by employees shall be credited to their sick leave accounts. Employees may utilize sick leave with pay credited to their accounts during periods of sick leave for the period of time they would have worked in accordance with the regularly scheduled hours of work as established under the HOURS OF WORK provision of this Agreement.
4. Regardless of the sick leave credit earned, the maximum amount of sick leave with pay which employees may utilize from their accounts for any one period of continuous sick leave shall not exceed 365 calendar days. Interruption of such period of sick leave shall only be considered if the employee resumes his/her regular duty.
5. Sick leave allowance which accumulates up to 120 working days shall be credited to an employee's "normal sick leave account" from which sick leave shall be granted with full pay. An employee who was in active service on January 1, 1985, shall retain the days earned to that date in an "old sick leave account" and accumulate sick leave from that date in a "normal sick leave account" as provided in 5. and 6. of this Article. An employee transferred into a position covered by this Agreement from another position in the Fire Department shall retain his/her sick leave earned until the date of transfer into a position covered by this Agreement in an "old sick leave account" and accumulate sick leave while in such position in accordance with the provisions in 5. and 6. of this Article.
6. Sick leave shall be charged first to the "normal sick leave account" and next to the "old

sick leave account." When the balance in the "normal sick leave account" falls below 120 working days, additional days of unused sick leave shall be accumulated in the "normal sick leave account" until the balance again reaches 120 working days.

7. Effective upon implementation of a Long Term Disability Program, the maximum sick leave accrual for all employees shall be capped at 960 hours (120 work days).
8. As a condition of eligibility for receipt of sick leave benefits, employees must comply with the following requirements:
 - a. Employees requesting a sick leave must notify their immediate supervisor directly between 7:15 and 7:30 a.m. on the day of the shift for which they are requesting sick leave. Such notice must include the nature of the disability.
 - b. Employees shall be required to submit acceptable medical substantiation from a private physician or dentist for each instance of sick leave exceeding three (3) work days; under this circumstance, the City shall not be responsible for the payment of any fee charged by the physician or dentist.
 - c. An employee may be required by his/her supervisor to provide acceptable medical substantiation from a private physician or dentist for each absence, regardless of duration, if the employee's supervisor is informed or believes 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 or dentist.
 - d. Employees on sick leave shall not leave their residence on any scheduled on-duty date during such leave. If employees are required to leave their residences to visit a personal physician or Department physician or for any other justifiable reason, they shall notify or arrange to notify their immediate superior of their actual whereabouts prior to their leaving.
 - e. The Chief Engineer, Fire, reserves the right to order a Department representative or physician to investigate any case at any time and to further order appropriate treatment on the advice of the Department physician. The Department physician has the authority to order an employee on sick leave to return to duty.

- f. An employee who is on sick leave as of Friday of one week and who has not returned to duty by the following Tuesday, shall report to the Headquarters Building at a time designated by the Chief Engineer, Fire, for the duration of such sick leave. If such employee is not ambulatory, has a conflicting medical appointment elsewhere at that time or is hospitalized, such employee shall telephone the Assistant Chief or Department Secretary to inform him/her of his/her condition.
- g. Employees are not permitted to engage in any off-duty employment while on sick leave.
9. When acceptable medical substantiation from an employee's private physician or dentist 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 hereunder until he/she is in compliance with such requirement.
10. Administration and control of sick leave benefits shall be under the Chief Engineer, Fire, who shall establish and maintain such rules and procedures that he deems necessary for this purpose.
11. Sick Leave Control Incentive Program
- a. The Sick Leave Control Incentive Program shall be in effect beginning Trimester 1, 2010, and ending at the end of 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 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 term of the trimester, the employee did not use any sick leave,

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did not receive injury pay (except in cases when the employee suffered a verifiable lost-time work related injury and returned to work for his/her next regularly scheduled work shift following the occurrence of the injury), was not on an unpaid leave of absence and was not suspended from duty for disciplinary reasons; and

- (2) The employee was in active service for the full term of the trimester; and
- (3) At the end of the trimester, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 12 days.

- d. In a trimester period set forth in subsection 10.a. and b., above, that an employee is eligible for a sick leave control incentive payment, he/she shall be entitled to receive the equivalent of one day's pay or one day off with pay. Within seven (7) calendar days from the date the employee receives notice that he/she is eligible for the sick leave incentive, the employee shall notify his/her supervisor whether the incentive will be taken in cash or compensatory time off. The incentive payment shall not have any sum deducted for pension benefits nor shall such payments be included in determining pension benefits or other fringe benefits. The cash shall be paid to the employee as soon as it is administratively practicable. An employee who elects a compensatory time off shall schedule the day off in accordance with the following provisions:

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 27, whichever is appropriate.

ARTICLE 18

FUNERAL LEAVE

1. DEFINITIONS:
 - a. "Funeral Leave" is defined as absence from duty because of death of a family member or relative.
 - b. "Immediate family" is defined as the employee's husband or wife, brother, sister, parent, child, foster parents, foster children grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law and brother-in-law.
2. In the case of a death in the employee's "immediate family," the employee shall be granted a leave with pay not to exceed three work days with pay; these work days shall be contiguous to the day of death or the day after the funeral. If the actual day after the funeral occurs on a Saturday, Sunday or holiday, then the following work day shall be treated as the day after the funeral for purposes of this Article.
3. An employee requesting funeral leave shall be governed by existing Departmental rules and procedures covering the administration of funeral leave. An employee requesting funeral leave must notify his/her immediate supervisor directly and no later than one hour before his/her shift begins. An employee returning from funeral leave must notify his/her immediate supervisor directly and no later than one hour before his/her shift begins.
4. Administration and control of funeral leave benefits shall be by the Fire Chief.

ARTICLE 19

INJURY PAY

Effective as soon as administratively practicable after the execution date of the 1997-1999 City/Union Agreement, injury pay shall be as described below. Prior to that date injury pay benefits shall be as stated in Article 19, Injury Pay, of the 1995-1996 City/Union Agreement.

1. When employees covered by this Agreement sustain injuries within the scope of their employment for which they are entitled to receive worker's compensation temporary disability benefits, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), they may receive 80% of their base salary as "injury pay" instead of such worker's compensation benefits for the period of time they may be temporarily totally or temporarily partially disabled because of such injuries. Such injury pay shall not be granted for more than 365 calendar days for any one compensable injury or recurrence thereof. For an employee receiving eighty hours of injury pay in a pay period, the amount of injury pay shall be the net pay such employee would have received had he or she been working during such pay period, but not more than 80% of his or her base salary nor less than the minimum amount required by the Worker's Compensation Act. For purposes of this article, "net pay" is the employee's base salary minus the following, as determined by the City: (1) FICA withholding, (2) Medicare withholding and (3) the federal and state income tax withholding as prescribed by law for the pay period immediately prior to the pay period for which he or she is determined to be eligible for injury pay. For an employee receiving less than eighty hours of injury pay in a pay period, the injury pay shall be 80% of his or her base salary.
2. In providing injury pay as indicated in 1., above, the employee agrees to allow the City to make the applicable payroll adjustment to his or her biweekly paycheck and agrees to make no subsequent claim for said amount whatsoever. Such deduction shall be administered so as not to reduce employee pension benefits. For purposes of interpretation of the provisions of this Article, the term base salary as used herein shall

mean the employee's base salary pay rate in effect during the pay period he or she is receiving injury pay.

3. After "injury pay" benefits have been exhausted, employees 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 thereafter, but such termination shall not be retroactive and any sick leave already used at the time of such termination of option shall not be restored to the employee.
4. Questions involving eligibility for injury pay shall be determined under the applicable law and the substantive and procedural rules of the Department of Industry, Labor and Human relations relative to Worker's Compensation and in the event of a dispute between the City and the employee relative to such eligibility, the Department of Industry, Labor and Human Relations and the courts upon the statutorily prescribed review thereof shall be the sole and final arbiters of such dispute.
5. As a condition of eligibility for receipt of such injury leave benefits, employees must comply with the following requirements:
 - a. Employees requesting injury leave must notify their immediate supervisor directly and no later than one hour before their shift begins. Such notice must include the nature of the disability. Employees returning from injury leave must notify their immediate supervisor directly and no later than one hour before their shift begins.
 - b. Employees shall be required to submit acceptable medical substantiation from a private physician or dentist for each instance of injury leave exceeding two (2) work days; under this circumstance, the City shall not be responsible for the payment of any fee charged by the physician or dentist.
 - c. An employee may be required by his or her Supervisor to provide acceptable medical substantiation from a private physician or dentist for each absence, regardless of duration, if the employee's supervisor is informed or believes that the employee is misusing injury leave; under such circumstances, the City shall not be

- responsible for the payment of any fee charged by the physician or dentist.
- d. Employees on injury leave shall not leave their residence on any scheduled On-Duty date during such leave. If employees are required to leave their residences to visit a personal physician or a Department physician or for any other justifiable reason, they shall notify or arrange to notify their immediate superior of their actual whereabouts prior to their leaving.
 - e. The Chief Engineer, Fire, reserves the right to order a Department representative or physician to investigate any case at any time and to further order appropriate treatment on the advice of the Department physician. The Department physician has the authority to order an employee on injury leave to return to duty.
 - f. An employee who is on injury leave as of Friday of one week and who has not returned to duty by the following Tuesday, shall report to the Headquarters Building on each Tuesday which is a normally scheduled On-Duty day, at the time designated by the Chief Engineer, Fire, for the duration of such injury leave. If such employee is not ambulatory, has a conflicting medical appointment elsewhere at that time or is hospitalized, such employee shall telephone the Assistant Chief or Department Secretary to inform of his/her condition.
 - g. Employees are not permitted to engage in any off-duty employment while on injury leave.
- 6. 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 such determination, the City will no longer require the applicable employee deductions from injury pay benefits provided for in subsections 1 and 2 of this Article, above.
 - 7. 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.
 - 8. Administration and control of the provisions of this Article shall be under the Chief

Engineer, Fire, who shall establish and maintain such rules and procedures that he deems necessary for this purpose.

9. An employee who has not successfully completed his/her initial probationary period with the City shall not be entitled to Injury Pay.

ARTICLE 20

VACATIONS

1. Definitions

The following definitions shall be used solely for the purpose of computing the current and prospective vacation benefits:

- a. Anniversary Date: The date an employee completes twelve (12) months of active service following appointment to the City of Milwaukee as a regular employee. After the completion of the first twelve (12) months of active service an employee's vacation anniversary date shall not change.
- b. Active Service: The time spent as a regular employee on the City of Milwaukee payroll including the performance of assigned duties for the City and paid time not worked. In order for paid time to count as active service for vacation purposes, such time, together with any authorized unpaid leaves of absence must be continuous from the date of appointment. Active service shall also include the time spent by an employee who takes a military leave. In the event of an employee's resignation, discharge or retirement from City employment, active service shall cease as of the employee's last day at work.
- c. Years of Service: The duration of time in active service.

2. Eligibility for vacation shall begin after the completion of twelve (12) months of active service following appointment. An employee whose service is expected to continue so as to complete a year's active service may, after six months of service and at the sole discretion of the Chief Engineer, Fire, be allowed to take vacation time within the year of appointment. However, 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 shall be deducted upon termination of employment.

3. Employees shall earn vacation/personal days in the following manner:
 - a. 3.7 hours per pay period for employees who have completed less than 4

- years' active service;
 - b. 5.3 hours per pay period for employees who have completed at least 4 but less than 9 years of active service;
 - c. 6.8 hours per pay period for employees who have completed at least 9 but less than 14 years of active service;
 - d. 8.4 hours per pay period for employees who have at least 14 but less than 21 years of active service;
 - e. 9.9 hours per pay period for employees who have completed at least 21 years of active service.
4. An employee on the payroll for at least eighty (80) hours in a pay period shall be allowed to accumulate vacation time at the rates specified in paragraph 6, above. An employee on the payroll less than eighty (80) hours in a pay period will earn vacation on a pro-rata basis. Hours on the payroll in excess of eighty (80) in a pay period shall not count toward vacation accrual.
5. 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 active service.
 - b. 176 hours for employees who have completed 4 years of active service but less than 9 years of active service.
 - c. 216 hours for employees who have completed 9 years of active service, but less than 14 years of active service.
 - d. 256 hours for employees who have completed 14 years of active service but less than 21 years of active service.
 - e. 296 hours for employees who have completed 21 years of active service.
6. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. Any employee who leaves the service of the City due to resignation, retirement, termination, discharge, layoff or death will have the compensation

for vacation time owed the City deducted from his/her final paycheck. In the event the employee's last pay check is for an amount less than the amount of compensation owed the City, a deduction shall also be made from the employee's next preceding pay check that covers the balance of compensation owed the City. 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. If an employee returns to duty prior to his/her next following anniversary date, any vacation time earned and taken hereunder shall be offset against the employee's earned vacation time for the calendar year in which that anniversary date falls. Discharged employees are not entitled to pay for accumulated vacation time.

7. An employee who works an average of 20 hours per week on a year-round basis in a position which is budgeted as halftime or more shall be eligible to earn, according to their years of service as provided above, vacation on a pro-rated basis.
8. 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.
9. The vacation time benefits computed under the provisions of this Article shall be the full and only vacation benefits that an employee covered by this Agreement shall be entitled to during calendar years 2010 and 2011.
10. Administration and control of the provisions of this Article, including the assignment and scheduling of vacation time, shall be under the Fire Chief.

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ARTICLE 21

HOLIDAYS

1. Employees covered by this Agreement shall be entitled to the following paid holidays off per calendar year:
 - 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 (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. Martin Luther King Day (Third Monday in January).

Provided that: Whenever Independence Day (July 4) shall fall on a Saturday, the preceding Friday shall be observed as a holiday; whenever New Years Day, Independence Day, or Christmas Day shall fall on a Sunday, the following Monday shall be observed as a holiday; and whenever New Year's Day or Christmas shall fall on Saturday, the following Monday shall be observed as a holiday.
2. 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 shall observe such law provided that the operation of said law shall not operate to increase or diminish the number of paid holidays off per calendar year.
3. The provisions of Subsections 1 and 2 of this Article shall not in any way abridge the City's right to schedule employees to work on aforesaid holidays.

4. Except as provided in Subsection 5 below, employees covered by this Agreement who perform work on any of the holidays listed in Subsection 1 of this Article shall receive an amount of paid time off equivalent to the amount of work performed on such holidays, provided that such amount of paid time off shall not exceed 8 hours for each such holiday worked. The scheduling off of such paid time off to be determined by the Fire Chief.
5. Employees covered by this Agreement who are recalled to duty from off-duty status because of an emergency situation on any of the holidays listed in Subsection 1. of this Article shall be covered by Subsections 1 and 3 through 6 inclusive of the OVERTIME provision of this Agreement. In no event shall there be any duplication of benefits provided under the HOLIDAYS and OVERTIME provisions of this Agreement.
6. Employees covered by this Agreement whose normal hours of work, as established under the HOURS OF WORK provision of this Agreement, result in their being scheduled off on any of the holidays listed in Subsection 1 of this Article shall receive 8 hours of paid time off for each such holiday that the employees are scheduled off. The scheduling of such paid time off to be determined by the Fire Chief.
7. No employee covered by this Agreement shall receive holiday benefits in excess of 88 hours per calendar year in calendar years 2010-2011; provided however, that when there is insufficient time remaining in a calendar year for the Fire Chief to schedule time off earned under subsections 4 or 6 of this Article, above, such time off earned shall be scheduled off by the Chief before February 1 of the next calendar year. All such time off scheduled in the next calendar year shall count towards the maximum holiday hours of the calendar year in which it was earned.
8. Administration and control of the provisions of this Article shall be under the Fire Chief.

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ARTICLE 22

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 1.b. through 1.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 With Pay
 - (1) Continuous Service

If either military training duty leave or military duty on account of civil disturbance is limited to a single period during the calendar year, then such leave shall be granted with pay not to exceed fifteen (15) successive calendar days (including Saturdays, Sundays and legal holidays) during a calendar year.
 - (2) Intermittent Service

If either military training duty leave or military duty on account of civil disturbance is taken on an intermittent basis during the calendar year, then such leave with pay shall not exceed ten (10) regularly scheduled eight-hour work shifts during the calendar year.
 - (3) Combined Maximum

During each calendar year of this Agreement, the amount of time off with pay for military leaves of absence provided hereunder that is taken by an employee on a continuous service basis, together with the amount taken on an intermittent service basis, shall in aggregate not exceed ten (10) of the employee's regularly scheduled eight-hour work shifts for military training duty and ten (10) such shifts for military duty in the State of Wisconsin

because of riot or civil disturbance.

- 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 (as it may be amended from time to time), shall receive full City pay plus all military pay for duty covered under subsection 1.b. of this Article, above. In all other cases, the employee agrees to allow a payroll adjustment to his/her biweekly pay check, deducting an amount equal to his/her military pay for such duty (up to a maximum equal to his/her City pay received under subsection 1.b. of this Article, above), and to make no subsequent claim for it whatsoever. 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 2c(1)(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 2c(1)(a) and 2c(1)(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 2c(1), 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 subsections 2c(1) or 2c(2) of this Article, 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 such individual to City employment.

3. Military Funeral Leaves of Absence

Employees 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. Induction Examinations

Employees 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; such time off with pay shall be granted only for examinations conducted by a United States military agency.

5. Administration

The Chief Engineer, Fire, shall have the authority to establish such rules and procedures

that he deems necessary to administer the military leave benefits provided by this Article. These rules and procedures shall cover, but not be limited to, requirements that employees provide the Chief Engineer, Fire, with reasonable advance notice of any contemplated military leave and the appropriate military orders and papers that fully document such military leave.

ARTICLE 23

TIME OFF FOR JURY DUTY

1. Employees covered by this Agreement shall be granted time off with pay for jury duty when they are legally summoned for jury duty, subject to the terms and conditions provided for in subsections 2 through 6 inclusive, of this Article below.
2. When an employee is legally summoned to report for jury duty he/she shall:
 - a) Immediately notify his/her supervisor and promptly submit to him/her a written report showing the date he/she is required to report for such jury duty; and
 - b) Complete City of Milwaukee form C-139 (Application for Jury Duty Pay) and County of Milwaukee form 2448R16 (Official Jury Notice), and forward both documents to the Fire Department Administration Bureau; and
 - c) Submit a Certification of Jury Service form to the Fire Department Administration Bureau at the end of his/her jury duty. (Copies of this form may be obtained from the Circuit Court Calendar Clerk.)
3. While on authorized jury duty employees shall be considered by the Fire Department to be working the day shift and shall be permitted to change their off-duty days (regular off and vacation days) subject to approval from the Fire Department Administration. If the employee's off-duty days are changed, the employee shall be required to turn over all jury duty payments he/she receives (excluding official travel pay) to the City; in the event the employee's off-duty days are not changed he/she shall be entitled to retain the jury duty payments he/she receives for jury duty performed on his/her off-duty days, but shall be required to turn over to the City all other jury duty payments he/she receives (excluding official travel pay).
4. Employees shall not be eligible for overtime while on jury duty, even if such duty extends beyond eight hours in one day.
5. On days when the employee is normally scheduled to work, no greater amount of time off for jury duty shall be granted than is necessary. If an employee is called for jury duty on

such day and reports thereto without receiving a jury assignment for that day or if he/she is engaged in jury duty for part of such day, he/she shall immediately report back to work for the remainder of his/her work day.

6. Administration and control of the provisions of this Article shall be under the Chief Engineer, Fire.

ARTICLE 24

TUITION REIMBURSEMENT

1. Tuition reimbursement benefits for employees covered by this Agreement shall be in accordance with the Veteran's Administration benefits pertaining thereto. In no event shall there be any duplication of benefits paid the employee.
2. In the event that employees are ineligible to receive tuition and textbook reimbursement under the provisions of Section 1. of this Article, then reimbursement of tuition, laboratory fees and required textbooks in an amount of up to \$950 per year for the period from January 1, 2010, through December 31, 2011.
3. All courses of study for which reimbursement is requested by an employee under the provisions of Section 2. of this Article shall be job related and approved by the Fire Department before any such reimbursement is paid to the employee by the City.
4. In order to qualify for reimbursement under Section 2. of this Article, employees shall present evidence to a City designated administrator of successful completion for those Fire Department approved courses of study that they are requesting reimbursement. Such evidence shall be submitted in writing to the aforesaid administrator within eight (8) weeks following completion of such Fire Department approved courses of study and shall consist of the final grade report for each such Fire Department approved course of study. A Fire Department approved course of study shall be deemed successfully completed if:
 - a. A grade of "C" or higher is received and such course of study is an undergraduate course of study; or
 - b. A grade of "B" or higher is received and such course of study is a graduate course of study; or
 - c. 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.

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5. Any portion of the tuition maximum may be used for courses which are less than three weeks in duration that are approved by the Fire Department.
6. Payment of reimbursement described in Section 2. of this Article shall be made as soon as administratively practicable after evidence of successful completion of the Fire Department approved courses of study for which such reimbursement is being requested is received by aforesaid City designated administrator. 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 Paragraph 3 and 4, above, payment will be deducted from the employee's paycheck.
7. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
8. Employees must remain in active 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.
9. Administration and control of the provisions of this Article shall be under the Fire Chief.

ARTICLE 25

SAFETY GLASSES

1. The City will provide safety glasses to employees covered by this Agreement who are required to wear glasses for corrective purposes under the same provisions that safety glasses are provided to other City employees.
2. The provisions of this Article shall be under the administration of the Managing Director-Safety and the Chief Engineer, Fire.

ARTICLE 26

SAFETY SHOES

1. Eligibility

Subject to the terms and conditions provided in subsections 2 through 5 inclusive of this Article, below, employees in active service shall be covered by the safety shoe benefits hereafter provided, so long as they remain in active service and in classification covered by this Agreement.

2. Description of Approved Safety Shoes

An employee's safety shoes shall be deemed "approved" if, and only if, they:

- a. Meet the approval of the Fire Department Administration; and
- b. Meet the requirements and specifications in American National Standard for Men's Safety-Toe Footwear, Z 41.1-1967/75; and
- c. At least one shoe of the pair must be legibly stamped USAS or ANSI Z 41.1-1967/75 (in at least one shoe); and
- d. Approved safety shoes must be serviceable at all times, damaged or worn out safety shoes will not be deemed approved - even if they were previously approved.

3. Shoe Allowance

- a. The City will provide each employee with an annual Shoe Allowance of \$115. An employee shall be entitled to receive this allowance no more than once per calendar year. Subject to the terms and conditions provided in subsections 3.b. through 3.f., of this Article, below, the allowance will only be granted following purchase of an approved pair of safety shoes by the employee. Effective for calendar year 2010, eligible employees may apply the purchase of up to two pairs of safety shoes per calendar year towards the allowance, provided that both pairs are purchased at the same time.
- b. The Shoe Allowance shall be paid employees as soon as is administratively practicable following the date the Fire Department Administration receives

satisfactory evidence from the employee indicating the purchase of approved safety shoes. Such satisfactory evidence shall be as prescribed by the Chief Engineer, Fire. It shall require submitting the safety shoes purchased to departmental inspection for approval. It shall also require that the shoe purchase receipt be dated, bear the name of the employee, the name of the vendor where the purchase was made, and clearly indicate that one pair of USAS or ANSI Z 41.1-1967/75 safety shoes was purchased. In order to qualify for the Shoe Allowance provided herein, the employee's satisfactory evidence of purchase must be received by the Fire Department Administration no later than November 1 of the calendar year in which the purchase is made or no later than 30 calendar days following the date of such purchase, whichever is earlier.

- c. An employee must have at least 6 months of active service in the Bureau of Construction and Maintenance in order to be eligible for the Safety Shoe Allowance provided herein.
- d. An employee who received any kind of safety shoe allowance from the City during a calendar year, other than the shoe allowance provided herein shall not be entitled to receive the shoe allowance provided herein for that calendar year.
- e. Payments made under the provisions of this Article shall not be construed as being part of said employee's base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement.
- f. 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 any computation establishing pension benefits or payments.

4. Wearing of Safety Shoes Required

- a. As a condition of employment, all employees covered by this Agreement shall be required to wear approved safety shoes at all times while on duty. Any failure to comply with this requirement shall constitute grounds for discipline. The City may deny an employee the shoe allowance provided in subsection 3 of this Article,

above, when it believes the employee is not complying with this requirement.

- b. Employees newly appointed to the Bureau of Construction and Maintenance shall have 28 consecutive calendar days following the date of their appointment in which to become in compliance with the requirements provided in subsection 4.a. of this Article, above.

5. Administration

The Chief Engineer, Fire, shall have the authority to establish such rules and procedures that he deems necessary to administer the provisions of this Article.

ARTICLE 27

SPECIAL ASSIGNMENT PAY

1. When the Fire Equipment Compressed Air Technician, or Fire Equipment Machinist is off duty four or more consecutive hours during normal hours of work, as normal hours of work are established under the HOURS OF WORK provision of this Agreement, the Deputy Chief in the Bureau of Construction and Maintenance shall assign an employee to under fill that position for that shift. For the time period so assigned, and so long as the employee remains on duty during such time period, he/she shall receive in addition to his/her base salary an amount equivalent to sixty (60) cents per hour.
2. When the Fire Equipment Repairs Supervisor is off duty four or more consecutive hours during normal hours of work, as normal hours of work are established under the HOURS OF WORK provisions of this Agreement, the Deputy Chief in the Bureau of Construction and Maintenance shall assign one employee in the Fire Equipment Mechanic or Fire Equipment Welder job classification to under fill that position for that shift. For the time period so assigned and so long as the employee remains on duty during such time period, he/she shall receive in addition to his/her base salary an amount equivalent to sixty (60) cents per hour.
3. When the Fire Building and Equipment Maintenance Specialist is off duty four or more consecutive hours during normal hours of work, as normal hours of work are established under the HOUR OF WORK provisions of this Agreement, the Deputy Chief in the Bureau of Construction and Maintenance shall assign one employee in the Fire Equipment Repairer II job classification to under fill that position for that shift. For the time period so assigned and so long as the employee remains on duty during such time period, he/she shall receive, in addition to his/her base salary, an amount equivalent to sixty (60) cents per hour.
4. When the Fires Stores Clerk (or equivalent position when reclassification of the Fire Stores Clerk position becomes effective) is off duty four or more consecutive hours during

normal hours of work, as normal hours of work are established under the HOURS OF WORK provisions of this Agreement, the Deputy Chief in the Bureau of Construction and Maintenance shall assign one employee in the Fire Mechanic Helper job classification to under fill that position for that shift. For the time period so assigned and so long as the employee remains on duty during such time period, he/she shall receive, in addition to his/her base salary, an amount equivalent to sixty (60) cents per hour.

5. Notwithstanding the foregoing, assignments set forth in 1., 2. and 3., above, shall be made only during time periods between 7:30 a.m. and 4:00 p.m. on days Monday through Friday that are not designated holidays in subsection 1. of the HOLIDAYS provision of this Agreement. Effective the first full pay period following execution of the 2010-2011 Agreement, compensation for underfilling assignments of one hour or more shall be paid on and hourly basis to the nearest one-tenth of an hour. There shall be no compensation at all for an underfilling assignment lasting less than one hour.

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6. 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 any computation establishing pension benefits or payments, or overtime benefits or payments, or any other fringe benefits or payments.

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7. The Chief Engineer, Fire, shall administer and control the provisions of this Article.

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ARTICLE 28

SHIFT DIFFERENTIAL

1. Employees whose normal hours of work fall, in whole or in part, during the time period beginning at 4:00 p.m. and ending at 12:00 midnight shall be entitled to receive, in addition to their base salary, a payment equivalent to 33 cents per hour for each hour of work performed during such time period. This payment shall be termed: "Shift Differential."
2. For administrative purposes:
 - a. Shift Differential shall be paid on the basis of work performed, computed to the nearest 0.1 of an hour.
 - b. Normal hours of work shall be as established under the HOURS OF WORK provision of this Agreement.
3. Employees performing work under the OVERTIME provision of this Agreement shall not be entitled to Shift Differential.
4. During the time period an employee is receiving Special Assignment Pay, he/she shall not be entitled to Shift Differential.
5. Administration and control of the provisions of this Article shall be under the Fire Chief.

ARTICLE 29

WEEK-END DIFFERENTIAL

1. Employees whose normal hours of work fall, in whole or in part, on Saturday or Sunday shall be entitled to receive, in addition to their base salary, a payment equivalent to:
 - a. 40 cents per hour for each hour of work performed on Saturday.
 - b. 50 cents per hour for each hour of work performed on Sunday.These payments shall be termed: "Week-end Differential."
2. For administrative purposes:
 - a. Week-end Differential shall be paid on the basis of work performed, computed to the nearest 0.1 of an hour.
 - b. Normal hours of work shall be as established under the HOURS OF WORK provision of this Agreement.
3. Employees performing work under the OVERTIME provision of this Agreement shall not be entitled to Week-end Differential.
4. During the time period an employee is receiving Special Assignment Pay, he/she shall not be entitled to Week-end Differential.
5. Administration and control of the provisions of this Article shall be under the Fire Chief.

ARTICLE 30

HOLIDAY DIFFERENTIAL

1. Employees whose normal hours of work fall, in whole or in part, on a holiday listed in subsection 3 of this Article, below, shall be entitled to receive, in addition to their base salary, a payment equivalent to 50 cents per hour for each hour of work performed on such a holiday. This payment shall be termed: "Holiday Differential."
2. For administrative purposes:
 - a. Holiday Differential shall be paid on the basis of work performed, computed to the nearest 0.1 of an hour.
 - b. Normal hours of work shall be as established under the HOURS OF WORK Provision of this Agreement.
3. Holiday Differential shall be paid only for work performed on the following holidays:
 - 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 (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 work-day before Christmas Day
 - i. The last normal work-day before New Year's Day
 - j. Good Friday
 - k. Martin Luther King Day (Third Monday in January).

Provided that: Whenever Independence Day (July 4) shall fall on a Saturday, the preceding Friday shall be observed as a holiday; whenever New Year's Day, Independence Day or Christmas Day shall fall on a Sunday, the following Monday shall be observed as a holiday; and whenever New Year's Day or Christmas shall fall on Saturday, the following Monday shall be observed as a holiday.

4. Employees performing work under the OVERTIME Provision of this Agreement shall not be entitled to Holiday Differential.

5. During the time period an employee is receiving Special Assignment Pay or Weekend Differential, he/she shall not be entitled to Holiday Differential.
6. Administration and control of the provisions of this Article shall be under the Fire Chief.

ARTICLE 31

WATCH PAY

1. The Deputy Chief in the Bureau of Construction Maintenance has the authority to assign an employee to stand watch from 4 p.m. to 12 midnight Monday through Friday and 8 a.m. to midnight on Saturday, Sunday and holidays. The employee so assigned shall perform all regular duties as required and in addition, shall be responsible for prioritizing incoming requests for repairs to determine whether those repairs should be done immediately and by whom, and which ones may be delayed until the regular work crew is available. This employee shall also be responsible for locating replacement fire equipment if the original equipment must be taken out of service, operation of flood control equipment, and maintaining a sufficient supply of compressed air and oxygen for firefighting and the emergency medical service. Duties during the watch period may change from time to time and are not limited to those described above.
2. While standing watch, the employee shall receive an amount equivalent to fifty (50) cents per hour in addition to his/her base salary for each hour of watch duty performed; such additional compensation shall be granted only if the employee assigned by the Chief to stand watch serves for the full watch period.
3. 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 any computation establishing pension benefits or payments, or overtime benefits or payments, or any other fringe benefits or payments.
4. An employee performing work under the OVERTIME provision of this Agreement shall not be entitled to Watch Pay. An employee shall be entitled to other applicable differentials while receiving compensation under the WATCH PAY provision of this Agreement.
5. The Chief Engineer, Fire, shall administer and control the provisions of this Article.

ARTICLE 32

SENIORITY FOR LAYOFF PURPOSES

1. In the event of a layoff of employees, the order of layoff shall be inversely related to length of service. (The last employee hired shall be the first employee laid off.)
2. In the event of a recall to work, the order of return shall be directly related to length of service. (The last employee laid off shall be the first employee returned to work.)
3. Length of service for the purpose of this Article, is to be measured from the date of original hire in the Bureau of Construction and Maintenance of the Fire Department.
4. Should the City find it necessary to lay off employees, it shall give the Union notice not less than four (4) weeks prior to the effective date of the layoff of the initially affected employee. The City and the Union shall meet within five (5) calendar days of the notice to discuss layoffs. The City at this meeting shall provide the Union with a current seniority list for the recognized bargaining unit.
5. Seniority shall be broken if an employee:
 - a. Retires
 - b. Resigns
 - c. Is discharged and the discharge is not reversed
 - d. Is not recalled from a layoff for a period of three (3) years
 - e. Is recalled from a layoff and does not report for work within three (3) calendar weeks.
 - f. Does not return at the expiration of a leave of absence.
6. There shall be no layoff of employees from January 1, 2010, through Pay Period 26, 2010, with exception of seasonal layoff and loss of grant funding. This provision shall expire at the end of Pay Period 26, 2010.
7. Employees having the same starting date shall have their seniority status determined by their position on the eligibility list from which they were appointed.

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ARTICLE 33

AGENCY SHOP

1. Subject to the terms and conditions provided in subsections 2 through 9, below, the City agrees to allow the Union an agency shop as permitted by the provisions of Section 111.70 of the Wisconsin Statutes.
2. No member of the bargaining unit is required to join the Union. However, membership in the Union is open to all members of the bargaining unit who choose to join and comply with the constitution and by-laws of the Union. No person will be denied membership in the Union because of race, ethnic origin, sex or religious affiliation.
3. The City will deduct from the biweekly earnings of all employees covered by this Agreement an amount that is equal to that part of the monthly dues certified by the Union as the dues deduction uniformly required of all members and pay said amount to the Treasurer of the Union within 30 calendar days after the payday from which such deduction was made.
4. The City will not deduct the dues of any employee in a two-week pay period unless the employee is a member of the Union bargaining unit for at least 7 calendar days in such pay period.
5. The City reserves the right to stop, withhold, or modify dues deductions for employees or positions in question until resolved by mutual agreement or by the Wisconsin Employment Relations Commission.
6. Changes in dues to be deducted shall be certified to the City Labor Negotiator by the Union at least thirty calendar days before the start of the pay period the new deduction schedule is to be effective.
7. Dues deductions for new employees in the Union bargaining unit will be made from their first paycheck.
8. The Union will fully and fairly represent all members of the bargaining unit regardless of whether they are members of the Union.

9. The Union shall, at its sole cost and expense, fully indemnify, defend and hold harmless the City, its officers, agents and employees against any and all claims, suits, actions or liability of judgments for damages (including, but not limited to expenses for reasonable legal fees and disbursements of the City, if any) arising from any objections to or contesting of the validity of any dues or fair-share deductions or the interpretation, application or enforcement of this provision.

ARTICLE 34

UNION NEGOTIATING COMMITTEE

1. The Union shall advise City of the names of its negotiators. One or more representatives from the Union shall be paid regular base salary up to a combined maximum of 17 working 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.
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 meetings so as to permit notification of the appropriate City departments.
3. The provisions of this Article shall be limited to day conferences or negotiations held with respect to wages, hours and conditions of employment during the term of this Agreement.
4. The City Labor Negotiator shall interpret and administer the provisions of this section.

ARTICLE 35

NEGOTIATIONS

Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of Section 111.70, Wisconsin Statutes, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators.

ARTICLE 36

LIMITATIONS UPON UNION ACTIVITY

1. No Union member or officer shall conduct any Union business on City time except as specified in this Agreement or as authorized by the proper department head, City Labor Negotiator, or the Labor Policy Committee of the Common Council.
2. No Union meeting shall be held on City time or on City property.

ARTICLE 37

MEETING TIME

Employees who wish to attend meetings of boards, commissions, and committees during working hours shall do so on their own time if properly authorized.

ARTICLE 38

AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

1. It is intended by the parties hereto that the provisions of this Agreement shall be in harmony with the duties, obligations and responsibilities which by law devolve upon the Common Council, the Board of Fire and Police Commissioners and the Chief Engineer, Fire, and these provisions shall be interpreted and applied in such manner as to preclude a construction thereof which will result in an unlawful delegation of powers unilaterally devolving upon them.
2. The Union recognizes the powers, duties, and responsibilities of the Board of Fire and Police Commissioners and the Chief Engineer, Fire as set forth in Section 62.50, Wisconsin Statutes and that pursuant thereto the Board of Fire and Police Commissioners and the Chief Engineer, Fire have the authority to establish rules and regulations applicable to the operation of the Fire Department and to the conduct of the employees employed therein.
3. The provisions of this Agreement are binding upon the parties for the term thereof. The Union, having had an opportunity to raise all matters in connection with the negotiations and proceedings resulting in this Agreement, is precluded from initiating any further negotiations for the term thereof relative to matters under the control of the Chief Engineer, Fire, the Common Council or the Board of Fire and Police Commissioners, including rules and regulations established by the Chief Engineer, Fire and the Board of Fire and Police Commissioners.
4. For purposes of construction and interpretation of the various provisions, this Agreement shall be considered to have been executed on_____.

ARTICLE 39

NOTICES

1. All notices required to be sent by the Union to the City shall be sent in writing by certified mail to the City Labor Negotiator.
2. All notices required to be sent by the City to the Union shall be sent in writing by certified mail to the offices of the Union.
3. Subject to their mutual consent, the City and Union may waive the certified mail requirements provided above where they deem it appropriate.

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

WAIVER OF FURTHER BARGAINING

1. The parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters within the province of collective bargaining. This Agreement constitutes the full and complete agreement of the parties and there are no others, oral or written, except as herein contained. Each party for the term of this Agreement specifically waives the right to demand or to petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.
2. 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.

ARTICLE 42

RETROACTIVE WAGE PAYMENTS

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

ARTICLE 43

LONG-TERM DISABILITY

1. The City will offer a Long-Term Disability ("LTD") Benefit Program.
2. Basic coverage featuring benefits to age 65 after an elimination period of 180 calendar days will be provided at no cost to employees who work at least 20 hours per week on a year-round basis and have completed six months of active service following a regular or exempt appointment. Shorter elimination periods will be available through payroll deductions. An employee who is or becomes laid off 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.

6. Effective upon implementation of a Long Term Disability Program, the Accrued Time Off Donor Program shall be eliminated.

Dated at Milwaukee, Wisconsin this _____ day of _____, 2010. (Four copies of this instrument are being executed all with the same force and effect as though each were an original.)

BY:

Don Griffin
IAMAW Business Representative

BY:

Maria Monteagudo
Employee Relations Director

Troy M. Hamblin
City Labor Negotiator

Joseph Alvarado
Labor Relations Officer

FOR THE UNION:

Andy Pozorski, Committee Person

Doug Krueger, Committee Person

Richard Gadzalinski, Committee Person

FOR THE CITY:

Tom Barrett, Mayor

Ronald D. Leonhardt, City Clerk

W. Martin Morics, City Comptroller

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

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

SIGNATURES

10-11 Labor Contract

APPENDIX A

Wellness and Prevention

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

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

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

The City has agreed that two of the nine union members on the Wellness and Prevention Committee shall be from the Milwaukee Police Association, one from the Milwaukee Professional Firefighters Association and two from District Council 48, one from SEIU Staff Nurses Council, one from TEAM, one from the Association of Municipal Attorneys and one jointly representing Local 494 IBEW (Electrical Group) and Milwaukee Building and Construction Trades Council.

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

Decisions shall be made by consensus among committee members present. Consensus shall be reached when ten committee members agree. No decisions shall be made by the committee that requires employees to pay additional out-of-pocket costs unless it is ratified individually by

every City bargaining unit. However, the committee may decide to provide additional lump sum compensation to employees, reduce an out-of-pocket or monthly expense, or provide some other type of benefit without ratification by the bargaining units. No decision made by the Committee or lack of decision made by the Committee shall be subject to any aspect of the various grievance procedures, complaint procedures, court action, or any other type of dispute resolution mechanism.

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

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

FOR EMPLOYEES COVERED BY THE 2010-2011 AGREEMENT
BETWEEN THE CITY OF MILWAUKEE AND
THE INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, DISTRICT NO. 10, AFL-CIO

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FOR THE TIME PERIOD
COMMENCING JANUARY 1, 2010, AND ENDING DECEMBER 31, 2011
(FOR INFORMATIONAL PURPOSES ONLY)

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During the term of the 2010-2011 Agreement, the rates of pay shall be those that became effective Pay Period 14, 2009 (June 28, 2009). There shall be no pay step advancement during the term of the 2010-2011 Agreement.

Pay Range 722					
Official Biweekly Rate					
\$1,327.22	1,403.89	1,500.75	1,538.05	1,592.69	
Monthly Rate					
\$2,875.64	3,041.76	3,251.63	3,332.44	3,450.83	
Annual Rate					
\$34,507.72	36,501.14	39,019.50	39,989.30	41,409.94	
Fire Mechanic Helper ^{1/}					
Pay Range 724					
Official Biweekly Rate					
\$1,307.46	1,384.67	1,481.49	1,518.65	1,671.26	
Monthly Rate					
\$2,832.83	3,000.12	3,209.90	3,290.41	3,621.06	
Annual Rate					
\$33,993.96	36,001.42	38,518.74	39,484.90	43,452.76	
Fire Stores Clerk					
Pay Range 726					
Official Biweekly Rate					
\$1,399.95	1,478.92	1,579.67	1,616.78	1,658.46	1,723.85
Monthly Rate					
\$3,033.23	3,204.33	3,422.62	3,503.02	3,593.33	3,735.01
Annual Rate					
\$36,398.70	38,451.92	41,071.42	42,036.28	43,119.96	44,820.10
Fire Equipment Repairer I ^{2/}					

Deleted: Effective Pay Period 1, 2007 (December 31, 2006)

Pay Range 722

Biweekly Rate

\$1,275.44 . 1,349.11 . 1,442.19 .
1,478.03 . 1,530.54 .

Monthly Rate

\$2,763.45 . 2,923.07 . 3,124.75 .
3,202.40 . 3,316.17

Annual Rate

\$33,161.44 . 35,076.86 . 37,496.94 .
38,428.78 . 39,794.04

Fire Mechanic Helper ^{1/}

Pay Range 724

Biweekly Rate

\$1,256.44 . 1,330.64 . 1,423.68 .
1,459.39 . 1,606.05

Monthly Rate

\$2,722.29 . 2,883.05 . 3,084.64 .
3,162.01 . 3,479.78

Annual Rate

\$32,667.44 . 34,596.64 . 37,015.68 .
37,944.14 . 41,757.30

Fire Stores Clerk

Pay Range 726

Biweekly Rate

\$1,345.33 . 1,421.22 . 1,518.03 .
1,553.69 . 1,593.74 . 1,656.58

Monthly Rate

\$2,914.88 . 3,079.31 . 3,289.07 .
3,366.33 . 3,453.10 . 3,589.26

Annual Rate

\$34,978.58 . 36,951.72 .
39,468.78 . 40,395.94 .
41,437.24 . 43,071.08

Fire Equipment Repairer I ^{2/}

Pay Range 732

Biweekly Rate

Pay Range 732

Official Biweekly Rate

\$1,541.85	1,636.37	1,750.81	1,807.76	1,885.44
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Monthly Rate

\$3,340.68	3,545.47	3,793.42	3,916.81	4,085.12
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Annual Rate

\$40,088.10	42,545.62	45,521.06	47,001.76	49,021.44
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Fire Equipment Repairer II ^{3/}

Pay Range 733

Official Biweekly Rate

\$1,567.26	1,662.85	1,779.16	1,838.82	1,903.35	1,933.72
------------	----------	----------	----------	----------	----------

Monthly Rate

\$3,395.73	3,602.84	3,854.85	3,984.11	4,123.93	4,189.73
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Annual Rate

\$40,748.76	43,234.10	46,258.16	47,809.32	49,487.10	50,276.72
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Fire Equipment Machinist
 Fire Equipment Compressed Air Technician
 Fire Building and Equipment Maintenance Specialist

Pay Range 734

Official Biweekly Rate

\$1,567.26	1,662.85	1,779.16	1,838.82	1,903.35	1,952.78
------------	----------	----------	----------	----------	----------

Monthly Rate

\$3,395.73	3,602.84	3,854.85	3,984.11	4,123.93	4,231.02
------------	----------	----------	----------	----------	----------

Annual Rate

\$40,748.76	43,234.10	46,258.16	47,809.32	49,487.10	50,772.28
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Fire Equipment Mechanic ^{4/ 5/}
 Fire Equipment Welder ^{4/ 5/}

^{1/} An employee occupying this position classification on January 1, 1988, shall be eligible to attain step 5 of this pay range. An employee hired after January 1, 1988, shall not be eligible to attain step 5 of this pay range. Step 4 shall be the highest step attainable by employees hired after January 1, 1988.

^{2/} An employee may be eligible to attain step 6 of this pay range after completing one year of service in step 5 and after meeting established requirements for attaining step 6. The requirements for attaining step 6 shall be established by agreement between labor and management.

^{3/} Employees occupying this position classification on August 21, 1988, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4. Mark Madritsch, if promoted to this classification, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4. Any other individual entering this position classification shall not be eligible to be paid at step 5 of this pay range. Step 4 shall be the highest step attainable by other individuals in this classification.

^{4/} Employees occupying the classification of Fire Equipment Mechanic on June 1, 1989, may attain the sixth step of this Pay Range through the process described in Article 10, paragraphs 3 and 4. Any other individual entering this classification after June 1, 1989, shall not be eligible to attain the sixth step of this Pay Range unless he/she maintains the appropriate current ASE certifications.

^{5/} Employees occupying the position of Fire Equipment Mechanic or effective Pay Period 1, 2008, Fire Equipment Welder, shall be eligible to receive, for all hours of active service, an additional fifteen cents per hour per level for the attainment and maintenance of the Emergency Vehicle Technician (EVT), Fire Apparatus Technician Level I, II and Master Level III certifications. Effective the pay period following execution of the 2004-2006 Agreement, the pay for EVT Level I Certification shall be increased to twenty-five cents per hour, the pay for EVT Level II Certification shall be increased to fifty cents per hour, and the pay for EVT Master Level III Certification shall be increased to seventy-five cents per hour. EVT payments continue to be payable to employees who have advanced to Step 6 of Pay Range 734 and who have attained and maintained an EVT Level I, an EVT Level II or an EVT Master Level III certification.

MORANDUM OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, DISTRICT NO. 10, 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 January 1, 2010, and expiring at the end of December 31, 2011. The negotiating committee for International Association of Machinists and Aerospace Workers (their signatures appear below) agree to recommend and support ratification and adoption of this agreement to their principals.

Upon receiving notice from the negotiating committee of the International Association of Machinists and Aerospace Workers 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 _____, 2010.

Representatives of International Association of Machinists & Aerospace Workers	City of Milwaukee Negotiating Team

AGREEMENT
Between
CITY OF MILWAUKEE
and
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
DISTRICT NO. 10, AFL-CIO

Table of Contents

PREAMBLE	1
ARTICLE 1.....	3
DURATION OF AGREEMENT AND TIMETABLE.....	3
ARTICLE 2.....	4
RECOGNITION	4
ARTICLE 3.....	6
ORDINANCE AND RESOLUTION REFERENCES	6
ARTICLE 4.....	7
SUBORDINATE TO LEGISLATIVE AUTHORITY	7
ARTICLE 5.....	8
MANAGEMENT RIGHTS	8
ARTICLE 6.....	10
PROBATIONARY EMPLOYEES	10
ARTICLE 7.....	11
GRIEVANCE AND ARBITRATION PROCEDURE.....	11
ARTICLE 8.....	17
PROHIBITION OF STRIKES AND LOCKOUTS.....	17
ARTICLE 9.....	18
DEFINITIONS	18
ARTICLE 10.....	19
BASE SALARY	19
ARTICLE 11.....	24
HOURS OF WORK.....	24
ARTICLE 12.....	25
OVERTIME.....	25
ARTICLE 13.....	27
PENSION BENEFITS	27
ARTICLE 14.....	29
LIFE INSURANCE	29

ARTICLE 15.....	33
HEALTH INSURANCE.....	33
ARTICLE 16.....	49
TERMINAL LEAVE.....	49
ARTICLE 17.....	50
SICK LEAVE	50
ARTICLE 18.....	55
FUNERAL LEAVE	55
ARTICLE 19.....	56
INJURY PAY	56
ARTICLE 20.....	60
VACATIONS	60
ARTICLE 21.....	63
HOLIDAYS.....	63
ARTICLE 22.....	65
MILITARY LEAVES.....	65
ARTICLE 23.....	70
TIME OFF FOR JURY DUTY	70
ARTICLE 24.....	72
TUITION REIMBURSEMENT	72
ARTICLE 25.....	74
SAFETY GLASSES	74
ARTICLE 26.....	75
SAFETY SHOES.....	75
ARTICLE 27.....	78
SPECIAL ASSIGNMENT PAY	78
ARTICLE 28.....	80
SHIFT DIFFERENTIAL	80
ARTICLE 29.....	81
WEEK-END DIFFERENTIAL	81
ARTICLE 30.....	82
HOLIDAY DIFFERENTIAL	82
ARTICLE 31.....	84
WATCH PAY	84
ARTICLE 32.....	85
SENIORITY FOR LAYOFF PURPOSES	85
ARTICLE 33.....	86

AGENCY SHOP.....	86
ARTICLE 34.....	88
UNION NEGOTIATING COMMITTEE.....	88
ARTICLE 35.....	89
NEGOTIATIONS.....	89
ARTICLE 36.....	90
LIMITATIONS UPON UNION ACTIVITY.....	90
ARTICLE 37.....	91
MEETING TIME.....	91
ARTICLE 38.....	92
AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT.....	92
ARTICLE 39.....	93
NOTICES.....	93
ARTICLE 40.....	94
AMERICANS WITH DISABILITIES ACT (ADA).....	94
ARTICLE 41.....	95
WAIVER OF FURTHER BARGAINING.....	95
ARTICLE 42.....	96
RETROACTIVE WAGE PAYMENTS.....	96
ARTICLE 43.....	97
LONG-TERM DISABILITY.....	97
SIGNATURES.....	99
APPENDIX A.....	100

a. FIRE MECHANIC HELPER ^{1/}

Step 1. \$1,275.44
Step 2. \$1,349.11
Step 3. \$1,442.19
Step 4. \$1,478.03
Step 5. \$1,530.54

b. FIRE STORES CLERK

Step 1. \$1,256.44
Step 2. \$1,330.64
Step 3. \$1,423.68
Step 4. \$1,459.39
Step 5. \$1,606.05

c. FIRE EQUIPMENT REPAIRER I ^{2/}

Step 1. \$1,345.33
Step 2. \$1,421.22
Step 3. \$1,518.03
Step 4. \$1,553.69
Step 5. \$1,593.74
Step 6. \$1,656.58

d. FIRE EQUIPMENT REPAIRER II ^{3/}

Step 1. \$1,481.68
Step 2. \$1,572.52
Step 3. \$1,682.50
Step 4. \$1,737.22
Step 5. \$1,811.87

e. FIRE EQUIPMENT MACHINIST

FIRE EQUIPMENT COMPRESSED AIR TECHNICIAN

FIRE BUILDING AND EQUIPMENT MAINTENANCE SPECIALIST

Step 1. \$1,506.11
Step 2. \$1,597.97
Step 3. \$1,709.73
Step 4. \$1,767.06
Step 5. \$1,829.08
Step 6. \$1,858.26

f. FIRE EQUIPMENT MECHANIC ^{4/ 5/}

Step 1. \$1,506.11

Step 2. \$1,597.97
Step 3. \$1,709.73
Step 4. \$1,767.06
Step 5. \$1,829.08
Step 6. \$1,876.59

Commencing Pay Period 1, 2008 (December 30,2007), the biweekly base salary paid to employees shall be as follows:

a. FIRE MECHANIC HELPER ^{1/}

Step 1. \$1,288.19
Step 2. \$1,362.60
Step 3. \$1,456.61
Step 4. \$1,492.81
Step 5. \$1,545.85

b. FIRE STORES CLERK

Step 1. \$1,269.00
Step 2. \$1,343.95
Step 3. \$1,437.92
Step 4. \$1,473.98
Step 5. \$1,622.11

c. FIRE EQUIPMENT REPAIRER I ^{2/}

Step 1. \$1,358.78
Step 2. \$1,435.43
Step 3. \$1,533.21
Step 4. \$1,569.23
Step 5. \$1,609.15
Step 6. \$1,673.15

d. FIRE EQUIPMENT REPAIRER II ^{3/}

Step 1. \$1,496.50
Step 2. \$1,588.25
Step 3. \$1,699.33
Step 4. \$1,754.59
Step 5. \$1,829.99

e. FIRE EQUIPMENT MACHINIST
FIRE EQUIPMENT COMPRESSED AIR TECHNICIAN
FIRE BUILDING AND EQUIPMENT MAINTENANCE SPECIALIST

Step 1. \$1,521.17
Step 2. \$1,613.95
Step 3. \$1,726.83

Step 4. \$1,784.73
Step 5. \$1,847.37
Step 6. \$1,876.84

f. FIRE EQUIPMENT MECHANIC ^{4/} ^{5/}
FIRE EQUIPMENT WELDER ^{4/} ^{5/}

Step 1. \$1,521.17
Step 2. \$1,613.95
Step 3. \$1,726.83
Step 4. \$1,784.73
Step 5. \$1,847.37
Step 6. \$1,895.36

3. Commencing Pay Period 14, 2008 (June 29, 2008), the biweekly base salary paid to employees shall be as follows:

a. FIRE MECHANIC HELPER ^{1/}

Step 1. \$1,301.07
Step 2. \$1,376.23
Step 3. \$1,471.18
Step 4. \$1,507.74
Step 5. \$1,561.31

b. FIRE STORES CLERK

Step 1. \$1,281.69
Step 2. \$1,357.39
Step 3. \$1,452.30
Step 4. \$1,488.72
Step 5. \$1,638.33

c. FIRE EQUIPMENT REPAIRER I ^{2/}

Step 1. \$1,372.37
Step 2. \$1,449.78
Step 3. \$1,548.54
Step 4. \$1,584.92
Step 5. \$1,625.78
Step 6. \$1,689.88

d. FIRE EQUIPMENT REPAIRER II ^{3/}

Step 1. \$1,511.47
Step 2. \$1,604.13
Step 3. \$1,716.32
Step 4. \$1,772.14

Step 5. \$1,848.29

- e. FIRE EQUIPMENT MACHINIST
FIRE EQUIPMENT COMPRESSED AIR TECHNICIAN
FIRE BUILDING AND EQUIPMENT MAINTENANCE SPECIALIST

Step 1. \$1,536.38

Step 2. \$1,630.09

Step 3. \$1,744.10

Step 4. \$1,802.58

Step 5. \$1,865.84

Step 6. \$1,895.61

- f. FIRE EQUIPMENT MECHANIC ^{4/ 5/}
FIRE EQUIPMENT WELDER ^{4/ 5/}

Step 1. \$1,536.38

Step 2. \$1,630.09

Step 3. \$1,744.10

Step 4. \$1,802.58

Step 5. \$1,865.84

Step 6. \$1,914.31

Commencing Pay Period 1, 2009 (December 28, 2009), the biweekly base salary paid to employees shall be as follows:

- a. FIRE MECHANIC HELPER ^{1/}

Step 1. \$1,314.08

Step 2. \$1,389.99

Step 3. \$1,485.89

Step 4. \$1,522.82

Step 5. \$1,576.92

- b. FIRE STORES CLERK

Step 1. \$1,294.51

Step 2. \$1,370.96

Step 3. \$1,466.82

Step 4. \$1,503.61

Step 5. \$1,654.71

- c. FIRE EQUIPMENT REPAIRER I ^{2/}

Step 1. \$1,386.09

Step 2. \$1,464.28

Step 3. \$1,564.03

Step 4. \$1,600.77

Step 5. \$1,642.04

Step 6. \$1,706.78

d. FIRE EQUIPMENT REPAIRER II ^{3/}

Step 1. \$1,526.58

Step 2. \$1,620.17

Step 3. \$1,733.48

Step 4. \$1,789.86

Step 5. \$1,866.77

e. FIRE EQUIPMENT MACHINIST
FIRE EQUIPMENT COMPRESSED AIR TECHNICIAN
FIRE BUILDING AND EQUIPMENT MAINTENANCE SPECIALIST

Step 1. \$1,551.74

Step 2. \$1,646.39

Step 3. \$1,761.54

Step 4. \$1,820.61

Step 5. \$1,884.50

Step 6. \$1,914.57

f. FIRE EQUIPMENT MECHANIC ^{4/ 5/}
FIRE EQUIPMENT WELDER ^{4/ 5/}

Step 1. \$1,551.74

Step 2. \$1,646.39

Step 3. \$1,761.54

Step 4. \$1,820.61

Step 5. \$1,884.50

Step 6. \$1,933.45

Commencing Pay Period 14, 2009 (June 28, 2009), the biweekly base salary paid to employees shall be as follows:

Page 103: [2] Deleted	JALVAR	2/16/2010 5:44:00 PM
Effective Pay Period 1, 2007 (December 31, 2006)		

Pay Range 722

Biweekly Rate

\$1,275.44	1,349.11	1,442.19	1,478.03	1,530.54
Monthly Rate				

\$2,763.45	2,923.07	3,124.75	3,202.40	3,316.17
Annual Rate				

\$33,161.44	35,076.86	37,496.94	38,428.78	39,794.04
Fire Mechanic Helper ^{1/}				

Pay Range 724

Biweekly Rate

\$1,256.44	1,330.64	1,423.68	1,459.39	1,606.05
Monthly Rate				

\$2,722.29	2,883.05	3,084.64	3,162.01	3,479.78
Annual Rate				

\$32,667.44	34,596.64	37,015.68	37,944.14	41,757.30
Fire Stores Clerk				

Pay Range 726

Biweekly Rate

\$1,345.33	1,421.22	1,518.03	1,553.69	1,593.74
1,656.58				
Monthly Rate				

\$2,914.88	3,079.31	3,289.07	3,366.33	3,453.10
3,589.26				

Annual Rate

\$34,978.58	36,951.72	39,468.78	40,395.94	41,437.24
43,071.08				
Fire Equipment Repairer I ^{2/}				

Pay Range 732

Biweekly Rate

\$1,481.68	1,572.52	1,682.50	1,737.22	1,811.87
Monthly Rate				

\$3,210.31	3,407.13	3,645.42	3,763.98	3,925.72
Annual Rate				

\$38,523.68	40,885.52	43,745.00	45,167.72	47,108.62
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Fire Equipment Repairer II ^{3/}

Pay Range 733

Biweekly Rate

\$1,506.11	1,597.97	1,709.73	1,767.06	1,829.08
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1,858.26
Monthly Rate

\$3,263.24	3,462.27	3,704.42	3,828.63	3,963.01
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4,026.23
Annual Rate

\$39,158.86	41,547.22	44,452.98	45,943.56	47,556.08
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48,314.76

Fire Equipment Machinist

Fire Equipment Compressed Air Technician

Fire Equipment Welder

Fire Building and Equipment Maintenance Specialist

Pay Range 734

Biweekly Rate

\$1,506.11	1,597.97	1,709.73	1,767.06	1,829.08
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1,876.59
Monthly Rate

\$3,263.24	3,462.27	3,704.42	3,828.63	3,963.01
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4,065.95
Annual Rate

\$39,158.86	41,547.22	44,452.98	45,943.56	47,556.08
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48,791.34

Fire Equipment Mechanic ^{4/ 5/}

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

Pay Range 722

Official Biweekly Rate

Monthly Rate	\$1,288.19	1,362.60	1,456.61	1,492.81	1,545.85
Annual Rate	\$2,791.08	2,952.30	3,155.99	3,234.42	3,349.34
Fire Mechanic Helper ^{1/}	\$33,492.94	35,427.60	37,871.86	38,813.06	40,192.10

Pay Range 724

Official Biweekly Rate

Monthly Rate	\$1,269.00	1,343.95	1,437.92	1,473.98	1,622.11
Annual Rate	\$2,749.50	2,911.89	3,115.49	3,193.62	3,514.57
Fire Stores Clerk	\$32,994.00	34,942.70	37,385.92	38,323.48	42,174.86

Pay Range 726

Official Biweekly Rate

Monthly Rate	\$1,358.78	1,435.43	1,533.21	1,569.23	1,609.68
1,673.15					
Annual Rate	\$2,944.02	3,110.10	3,321.96	3,400.00	3,487.64
					3,625.16
Fire Equipment Repairer I ^{2/}	\$35,328.28	37,321.18	39,863.46	40,799.98	41,851.68
43,501.90					

Pay Range 732

Official Biweekly Rate

Monthly Rate	\$1,496.50	1,588.25	1,699.33	1,754.59	1,829.99
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	\$3,242.42	3,441.21	3,681.88	3,801.61	3,964.98
Annual Rate					

	\$38,909.00	41,294.50	44,182.58	45,619.34	47,579.74
Fire Equipment Repairer II ^{3/}					

Pay Range 733

Official Biweekly Rate

	\$1,521.17	1,613.95	1,726.83	1,784.73	1,847.37
1,876.84 Monthly Rate					

	\$3,295.87	3,496.89	3,741.47	3,866.92	4,002.64
4,066.49 Annual Rate					

	\$39,550.42	41,962.70	44,897.58	46,402.98	48,031.62
48,797.84 Fire Equipment Machinist Fire Equipment Compressed Air Technician Fire Building and Equipment Maintenance Specialist					

Pay Range 734

Official Biweekly Rate

	\$1,521.17	1,613.95	1,726.83	1,784.73	1,847.37
1,895.36 Monthly Rate					

	\$3,295.87	3,496.89	3,741.47	3,866.92	4,002.64
4,106.61 Annual Rate					

	\$39,550.42	41,962.70	44,897.58	46,402.98	48,031.62
49,279.36 Fire Equipment Mechanic ^{4/ 5/} Fire Equipment Welder ^{4/ 5/}					

Page Break

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

Pay Range 722

Official Biweekly Rate

\$1,301.07	1,376.23	1,471.18	1,507.74	1,561.31
Monthly Rate				

\$2,818.99	2,981.83	3,187.56	3,266.77	3,382.84
Annual Rate				

\$33,827.82	35,781.98	38,250.68	39,201.24	40,594.06
Fire Mechanic Helper ^{1/}				

Pay Range 724

Official Biweekly Rate

\$1,281.69	1,357.39	1,452.30	1,488.72	1,638.33
Monthly Rate				

\$2,777.00	2,941.01	3,146.65	3,225.56	3,549.72
Annual Rate				

\$32,026.80	33,918.30	36,289.76	37,200.02	40,938.56
\$33,323.94	35,292.14	37,759.80	38,706.72	42,596.58
Fire Stores Clerk				

Pay Range 726

Official Biweekly Rate

\$1,372.37	1,449.78	1,548.54	1,584.92	1,625.78
1,689.88				
Monthly Rate				

\$2,973.47	3,141.19	3,355.17	3,433.99	3,522.52
3,661.41				
Annual Rate				

\$35,681.62	37,694.28	40,262.04	41,207.92	42,270.28
43,936.88				
Fire Equipment Repairer I ^{2/}				

Page Break

Pay Range 732

Official Biweekly Rate

\$1,511.47	1,604.13	1,716.32	1,772.14	1,848.29
Monthly Rate				

\$3,274.85	3,475.62	3,718.69	3,839.64	4,004.63
Annual Rate				

\$39,298.22	41,707.38	44,624.32	46,075.64	48,055.54
Fire Equipment Repairer II ^{3/}				

Pay Range 733

Official Biweekly Rate

1,536.38	1,630.09	1,744.10	1,802.58	1,865.84
1,895.61				
Monthly Rate				

\$3,328.82	3,531.86	3,778.88	3,905.59	4,042.65
4,107.16				
Annual Rate				

\$39,945.88	42,382.34	45,346.60	46,867.08	48,511.84
49,285.86				
Fire Equipment Machinist				
Fire Equipment Compressed Air Technician				
Fire Building and Equipment Maintenance Specialist				

Pay Range 734

Official Biweekly Rate

\$1,536.38	1,630.09	1,744.10	1,802.58	1,865.84
1,914.31				
Monthly Rate				

\$3,328.82	3,531.86	3,778.88	3,905.59	4,042.65
4,147.67				
Annual Rate				

\$39,945.88	42,382.34	45,346.60	46,867.08	48,511.84
49,772.06				
Fire Equipment Mechanic ^{4/ 5/}				
Fire Equipment Welder ^{4/ 5/}				

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

Pay Range 722

Official Biweekly Rate

\$1,314.08	1,389.99	1,485.80	1,522.82	1,576.92
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Monthly Rate

\$2,847.17	3,011.65	3,219.43	3,299.44	3,416.66
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Annual Rate

\$34,166.08	36,139.74	38,633.14	39,593.32	40,999.92
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Fire Mechanic Helper ^{1/}

Pay Range 724

Official Biweekly Rate

\$1,294.51	1,370.96	1,466.82	1,503.61	1,654.71
------------	----------	----------	----------	----------

Monthly Rate

\$2,804.77	2,970.41	3,178.11	3,257.82	3,585.21
------------	----------	----------	----------	----------

Annual Rate

\$33,657.26	35,644.96	38,137.32	39,093.86	43,022.46
-------------	-----------	-----------	-----------	-----------

Fire Stores Clerk

Pay Range 726

Official Biweekly Rate

\$1,386.09	1,464.28	1,564.03	1,600.77	1,642.04
------------	----------	----------	----------	----------

Monthly Rate

\$3,003.20	3,172.61	3,388.73	3,468.34	3,557.75
------------	----------	----------	----------	----------

Annual Rate

\$36,038.34	38,071.28	40,664.78	41,620.02	42,693.04
-------------	-----------	-----------	-----------	-----------

44,376.28

Fire Equipment Repairer I ^{2/}

Page Break

Pay Range 732

Official Biweekly Rate

\$1,526.58	1,620.17	1,733.48	1,789.86	1,866.77
------------	----------	----------	----------	----------

Monthly Rate

\$3,307.59	3,510.37	3,755.87	3,878.03	4,044.67
------------	----------	----------	----------	----------

Annual Rate

\$39,691.08	42,124.42	45,070.48	46,536.36	48,536.02
-------------	-----------	-----------	-----------	-----------

Fire Equipment Repairer II ^{3/}

Pay Range 733

Official Biweekly Rate

\$1,551.74	1,646.39	1,761.54	1,820.61	1,884.50
1,914.57				

Monthly Rate

\$3,362.10	3,567.18	3,816.67	3,944.66	4,083.08
4,148.24				

Annual Rate

\$40,345.24	42,806.14	45,800.04	47,335.86	48,997.00
49,778.82				

Fire Equipment Machinist
 Fire Equipment Compressed Air Technician
 Fire Building and Equipment Maintenance Specialist

Pay Range 734

Official Biweekly Rate

\$1,551.74	1,646.39	1,761.54	1,820.61	1,884.50
1,933.45				

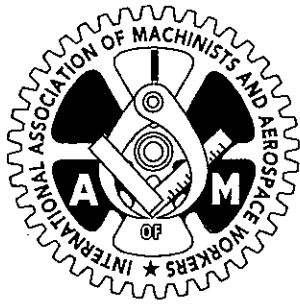
Monthly Rate

\$3,362.10	3,567.18	3,816.67	3,944.66	4,083.08
4,189.14				

Annual Rate

\$40,345.24	42,806.14	45,800.04	47,335.86	48,997.00
50,269.70				
Fire Equipment Mechanic ^{4/} <u>5/</u>				
Fire Equipment Welder ^{4/} <u>5/</u>				

Effective



District No. 10
International Association of Machinists and
Aerospace Workers

1650 South 38th Street
Milwaukee, WI 53215 1726
email: iamawd10@sbcglobal.net

414-643-4334
877-235-6853
FAX: 414-643-4715

February 16, 2010

MICHAEL H. HORNBY
DIRECTOR

KEITH C. SMITH, SR.
ASSISTANT DIRECTOR

BUSINESS REPRESENTATIVES
WILLIAM F. CHRISTIANSON
BENITO J. ELIZONDO
DONALD L. GRIFFIN
ALEX HOEKSTRA
RUSSELL D. KRINGS
PATRICK T. O'CONNOR
SCOTT PARR
JOHN ROLBIECKI

ADMINISTRATIVE ASSISTANT
DENISE L. WERLEIN

STAFF ASSISTANT
REYNE KASTEN

Mr. Joe Alvarado
Labor Relations Officer
City of Milwaukee
200 E. Wells St., Room 706
Milwaukee, WI 53202

RE: Collective Bargaining Agreement

Dear Mr. Alvarado:

This letter is to inform you, per my email to you dated January 26, 2010, that at a meeting held on Tuesday, January 26, 2010, the members in attendance had ratified a three (3) year agreement effective January 1, 2007 which expires on December 31, 2009. Also at this same meeting, the members in attendance voted to accept the 2010-2011 agreement which is scheduled to expire on December 31, 2011.

It shall also be duly noted that the Union agrees to withdraw the 2009 grievances regarding the July 2, 2009 and September 8, 2009 furlough days without setting precedent or prejudice in the event this situation would arise in the future.

If you should have any questions regarding this letter, please contact me at my office.

Sincerely,

Donald L. Griffin
Business Representative

DLG:lkw
opeiu#9, afl-cio

cc: Rick Gadzalinski, Chairperson
Local Lodge 510

10 FEB 19 AM 7:31

AFFILIATED LOCAL LODGES

Numbers 66, 78, 140, 510, 516, 873, 1061, 1260, 1266, 1367, 1377, 1406, 1516, 1564, 1845, 1855, 1862, 1916, 1947, 2052, 2053, 2054, 2073, 2110, 2180, 2269, 2560





City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master With Text

File Number: 091308

File ID: 091308

Type: Charter Ordinance

Status: In Committee

Version: 1

Reference:

Controlling Body: FINANCE &
PERSONNEL
COMMITTEE

Requester: COMMON COUNCIL

Cost:

File Created: 01/20/2010

File Name:

Final Action:

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

Notes:

Code Sections:

Indexes: CHARTER ORDINANCES, RETIREMENT
BENEFITS

Sponsors: THE CHAIR

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

Drafter: bjz

Contact:

Agenda Date:

Agenda Number:

Enactment Date:

Enactment Number:

Effective Date:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	01/20/2010	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	Action Text:	This Charter Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE					
0	FINANCE & PERSONNEL COMMITTEE	02/19/2010	HEARING NOTICES SENT		02/25/2010		
1	CITY CLERK	02/23/2010	DRAFT SUBMITTED				
	Action Text:	This Charter Ordinance was DRAFT SUBMITTED					
0	FINANCE & PERSONNEL COMMITTEE	02/25/2010					

Text of Legislative File 091308

..Number
091308
..Version
SUBSTITUTE 1

..Reference

091214

..Sponsor

THE CHAIR

..Title

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

..Sections

36-04-1-c am

36-04-1-f am

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

36-08-7-a-2 am

36-08-7-m am

..Analysis

This charter ordinance changes retirement benefits for employees represented by District 10, IAMAW, AFL-CIO as follows:

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

..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 091214, passed January 20, 2010, is amended to read:

36-04. Creditable Service.

1. SERVICE CREDITED. c.

NOTE: The foregoing amendment to s. 36-04-1-c shall apply only to policemen represented by the MPA and firemen represented by Local 215, IAFF, who participate in the combined fund and who retire on a service retirement allowance between January 1, 1998 and December 31, 2002; policemen represented by the MPSO, and general city employees, who participate in the combined fund and who retire on a service retirement allowance between January 1, 1999 and December 31, 2002; non-represented firemen or policemen who participate in the combined fund and who retire on a service retirement allowance between January 1, 2000 and December 31, 2002; policemen represented by the MPA, firemen represented by Local 215, IAFF, nonrepresented firemen, and general city management and nonrepresented employees, who participate in the combined fund and who retire on a service retirement allowance on or after January 1, 2003; city of Milwaukee employees who participate in the combined fund and who retire on a service retirement allowance between January 1, 2003 and December 31, 2006, and who are represented by the Public Employees' Union 61, LIUNA, AFL-CIO; Joint Bargaining Unit Local 139, IUOE, AFL-CIO/Milwaukee District Council 48, AFSCME, AFL-CIO; the Association of Law Enforcement Allied Services Personnel; or Local #218, I.U.P.A., AFL-CIO (Police Support Service Personnel); Local 494, IBEW, AFL-CIO, Fire Equipment Dispatchers; city of Milwaukee employees who participate in the combined fund and who retire on a service retirement allowance on or after January 1, 2003, and who are represented by Milwaukee District Council 48, AFSCME, AFL-CIO; city of Milwaukee employees represented by the Milwaukee Building and Construction Trades Council who participate in the combined fund and who retire on a service retirement allowance on or after August 1, 2007; city of Milwaukee employees represented by the Technicians, Engineers and Architects of Milwaukee, the Association of Scientific Personnel, and the Association of Municipal Attorneys, SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council, Local 195, IBEW, AFL-CIO, Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO [[and]] >>, << Local 494, IBEW, AFL-CIO, Machine Shop >>, and District 10, IAMAW, AFL-CIO<< who participate in the combined fund and who retire on a service retirement or allowance on or after January 1, 2007; city of Milwaukee employees represented by the International Association of Machinists and Aerospace Workers who participate in the combined fund and who retire on a service retirement allowance between January 1, 2003 and December 31, 2006; and city of Milwaukee employees represented by Local 494, IBEW, AFL-CIO, Electrical Group, who participate in the combined

fund and who retire on a service retirement allowance on or after June 1, 2007; and members represented by the Administrators and Supervisors Council who participate in the combined fund and retire on a service retirement allowance between January 1, 2003 and June 30, 2007; and Milwaukee public schools employees represented by Local 150, FSA/SNA/HCA; Local 150, BSH; Local 1053, District Council 48; Local 950, International Union of Operating Engineers; Local 1616, District Council 48 and Milwaukee Building and Construction Trades Council who participate in the combined fund and who retire on a service retirement between January 1, 2004 and June 30, 2007; and employees of Veolia Water Milwaukee, LLC., represented by District Council 48, AFSCME, AFL-CIO, Local 366, or IBEW, Local 494, or Steamfitters, Local 601, or International Union of Operating Engineers, Local 317, or District No. 10, I.A.M.A.W., Lodge 66, who participate in the combined fund and retire on a service retirement allowance on or after March 1, 2008.

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

f. City employees represented by Milwaukee District Council 48, AFSCME, AFL-CIO, the Technicians, Engineers and Architects of Milwaukee, the Association of Scientific Personnel, [[and]] the Association of Municipal Attorneys, SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council, Local 195, IBEW, AFL-CIO, Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO, Local 494, IBEW, AFL-CIO, Machine Shop >>, District 10, IAMAW, AFL-CIO<< and nonmanagement/nonrepresented employees who during the calendar year 2010 retire from active service on a normal service retirement allowance, including allowances under s. 36-05-1-d-3, or on an immediate retirement allowance under s. 36-05-6-c, shall be eligible for a bonus year. At the member's discretion, the bonus year may be added either to the member's age for purposes of retirement eligibility, or to creditable service. The bonus year may be divided into one month increments and used for a combination of additions to age and creditable service, not to exceed a total of 12 months. All or part of the bonus year cannot be applied to earn more than 35 years of creditable service or to exceed the 70% of final average salary limitation stated in s. 36-06-10-f. In order to be eligible for the bonus year provided in this paragraph, a nonrepresented/nonmanagement employee must provide notice of his or her intent to retire to his or her department head or designee by August 31, 2010.

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

36-05. Benefits.

1. SERVICE RETIREMENT ALLOWANCE.

h-5-b. City employees represented by Milwaukee District Council 48, AFSCME, AFL-CIO, the Technicians, Engineers and Architects of Milwaukee, the Association of Scientific Personnel, and the Association of Municipal Attorneys, SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council, Local 195, IBEW, AFL-CIO, Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO, Local 494, IBEW, AFL-CIO, Machine Shop >>, District 10, IAMAW, AFL-CIO<< and nonmanagement/nonrepresented employees who during the calendar years 2010 and 2011 retire from active service on a normal service retirement allowance, including allowances under par. d-3, or on an immediate retirement allowance under par. 6-c, and their surviving spouses, shall receive a 2% pension escalator effective with the installment next following the first anniversary of their retirement.

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

36-08. Method of Financing.

7. MEMBER CONTRIBUTIONS

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

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

m. During the 8-year period immediately following their enrollment, general city employees who are enrolled as members on or after January 1, 2000 shall contribute to the combined fund a sum expressed as 1.60% of the member's pensionable earnings if they participate in the combined fund. If a member who makes contributions under this par. separates from service without a vested pension or withdraws his

or her accumulated contributions, amounts contributed under this par. shall be returned to the contributor without interest. This subsection shall not apply to city employees hired on or after January 1, 2010 who are represented by Milwaukee District Council 48, AFSCME, AFL-CIO, the Technicians, Engineers and Architects of Milwaukee, the Association of Scientific Personnel, the Association of Municipal Attorneys, SEIU Healthcare District 1199 Wisconsin/Staff Nurses Council, Local 195, IBEW, AFL-CIO, Local 75, Journeyman Plumbers and Gasfitters Union, AFL-CIO, Local 494, IBEW, AFL-CIO, Machine Shop >>, District 10, IAMAW, AFL-CIO<< and management and nonmanagement/nonrepresented employees .

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

..LRB

APPROVED AS TO FORM

Legislative Reference Bureau

Date: _____

..Attorney

IT IS OUR OPINION THAT THE ORDINANCE
IS LEGAL AND ENFORCEABLE

Office of the City Attorney

Date: _____

..Requestor

..Drafter

Department - Employee Relations

LRB10031-2

MET

2/22/2010



Department of Employee Relations

Tom Barrett
Mayor

Maria Monteagudo
Director

Michael Brady
Employee Benefits Director

Troy M. Hamblin
Labor Negotiator

February 15, 2010

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

RE: File No. 091308

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 International Association of Machinists and Aerospace Workers District No. 10, AFL-CIO.

Costs associated with this ordinance were reported on the Fiscal Notes attached to Common Council File No. 070016.

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

Sincerely,



Troy M. Hamblin
Labor Negotiator

JJA
091214 ChOrd F&P ltr
labr\IAMA\2007-2009 Implementation

CITY OF MILWAUKEE FISCAL NOTE

A) Date: 1-7-10

File Number:
Original Fiscal Note ☒ Substitute ☐

Subject: A charter ordinance relating to retirement benefits for certain City employees.

B) Submitted By (name/title/dept/ext.): Joe Alvarado/Labor Relations Officer./Employee Relations/x2105

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

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

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

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

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

G) List any anticipated future costs this project will require for completion:
 Costs for this file were included in the fiscal note for Common Council file #070016.

H) Computations used in arriving at fiscal estimate:

Please list any comments on reverse side and check here ☐



Legislation Details (With Text)

File #: 091322 **Version:** 1

Type: Resolution **Status:** In Committee

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

On agenda: **Final action:**

Effective date:

Title: Substitute resolution authorizing \$14,360,000 of contingent borrowing for school purposes.

Sponsors: THE CHAIR

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

Attachments: Cover Letter, Fiscal Note

Date	Ver.	Action By	Action	Result	Tally
2/9/2010	0	COMMON COUNCIL	ASSIGNED TO		
2/18/2010	1	CITY CLERK	DRAFT SUBMITTED		
2/19/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number
091322

Version
Substitute 1

Reference
091023, 091024, 090555, 091323

Sponsor
THE CHAIR

Title
Substitute resolution authorizing \$14,360,000 of contingent borrowing for school purposes.

Analysis
In 1993, the Redevelopment Authority of the City of Milwaukee (RACM) issued bonds to finance the construction of two schools for Milwaukee Public Schools (MPS). The 1993 Bonds were refinanced by RACM in 2003. The 2003 Bonds have a final maturity in 2014, and are callable in 2010. MPS has requested that the City issue GO Debt, reimbursed by MPS, to refinance the remaining \$14,360,000 of RACM 2003 Bonds. MPS would reimburse the City for the debt service on the GO Debt.

The refunding was not contemplated in the 2010 Budget of the City, so an allocation of Contingent Borrowing would be needed for the refunding.

Body
Whereas, in 1990, the Redevelopment Authority of the City of Milwaukee (the “RACM”) issued debt (the “1990 Bonds”) to finance for the Milwaukee Public Schools (the “MPS”) the construction of the Grand Avenue School and the Milwaukee Education Center, and the 1990 Bonds were refinanced by RACM in 1993 and 2003 (the 2003 refunding being the “2003 Bonds”); and

Whereas, the 2003 Bonds have a final maturity in 2014, are callable on March 1, 2010, and can be refinanced at a lower interest cost; and

Whereas, MPS has requested that the City issue General Obligation Bonds for school purposes in order to lower the interest rate on the 2003 Bonds, and has agreed to reimburse the City for debt service on the refunding bonds; and

Whereas, the 2010 Budget of the City includes \$150,000,000 of Contingent Borrowing for purposes not contemplated at the time of the adoption of the 2010 Budget, and desires to use \$14,360,000 of Contingent Borrowing for school purposes in order to refinance the 2003 Bonds;

Whereas, resolution 090555 has authorized the issuance of Bonds for School Purposes, and if needed, the City desires to use a portion of that authority for this refunding purpose; now therefore be it

Resolved by the Common Council of the City of Milwaukee that it hereby authorizes up to \$14,360,000 of Contingent Borrowing for school purposes in order to refinance the 2003 Bonds; and be it

Further Resolved, that the debt may be issued as Notes pursuant to Resolution Number 091023 (including commercial paper notes) and/or as Bonds pursuant to Resolution Number 091024, and such debt (the “Refunding Debt”) shall be an additional purpose for Exhibit A of those resolutions, including refunding of

commercial paper if the Refunding Debt is temporarily issued as commercial paper; and be it

Further Resolved, that the proper City Officials, as agent for MPS, are authorized to direct RACM to cause the 2003 Bonds to be refunded and redeemed as soon as practical, and that upon issuance of the Refunding Debt, such redemption shall be irrevocable; and be it

Further Resolved, if General Obligation Bonds are issued pursuant to this resolution, such bonds may be issued pursuant to the initial borrowing resolution 090555 for school purposes, and the amount of such initial borrowing resolution used shall be replaced by initial borrowing resolution 091323 for school purposes; and be it

Further Resolved, that the proper City Officials are authorized to enter into an agreement, or amend an existing agreement, with MPS regarding reimbursement to the City for the debt service on the Refunding Debt; and be it

Further Resolved, the Refunding Debt shall be issued by September 1, 2010, and any amount not issued by that date shall be deemed dropped borrowing authority.

Requestor
Comptroller

Drafter
RSL
PD-7649a2W.rtf



Office of the Comptroller

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

Michael J. Daun
Deputy Comptroller

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

Craig D. Kammholz
Special Deputy Comptroller

January 25, 2010

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

Dear Council Members:

I would like to request the introduction of the attached resolutions relating to refinancing debt of the Redevelopment Authority of the City of Milwaukee (RACM).

The tax-payers of the City are obligated on the repayment of certain debt of RACM. The City has the opportunity to use General Obligation debt to refinance the RACM debt and save tax-payers interest expense. The refinancing would have no impact on future City Budgets because the debt service would be reimbursed.

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

Very truly yours,

W. MARTIN MORICS
Comptroller

WMM:RL
REF: PD-7649W.DOC

CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV.6/86)
Ref: GENFISCALNT.MST

A) DATE: February 18, 2010

FILE NUMBER: 091322

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution authorizing \$14,360,000 of contingent borrowing for school purposes.

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

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
OTHER:					
OTHER:	Proceeds from Sale of Debt			14,360,000	
	Redeem RACM Bonds issued for MPS		14,360,000		
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.

<input checked="" type="checkbox"/> 1-3 YEARS	<input checked="" type="checkbox"/> 3-5 YEARS	Debt Service expense \$5,000,000/yr
<input checked="" type="checkbox"/> 1-3 YEARS	<input checked="" type="checkbox"/> 3-5 YEARS	Reimbursement from MPS \$5,000,000/yr
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

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

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

Known as "PD-7649af.doc"

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE



Legislation Details (With Text)

File #: 091323 **Version:** 0

Type: Resolution **Status:** In Committee

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

On agenda: **Final action:**

Effective date:

Title: Resolution authorizing the sale and issuance of general obligation bonds in the aggregate amount of \$14,360,000 for school purposes.

Sponsors: THE CHAIR

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

Attachments: Cover Letter, Fiscal Note

Date	Ver.	Action By	Action	Result	Tally
2/9/2010	0	COMMON COUNCIL	ASSIGNED TO		
2/19/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

Version
ORIGINAL

Reference

Sponsor
THE CHAIR

Title
Resolution authorizing the sale and issuance of general obligation bonds in the aggregate amount of \$14,360,000 for school purposes.

Analysis
In 1993, the Redevelopment Authority of the City of Milwaukee (RACM) issued bonds to finance the construction of two schools for Milwaukee Public Schools (MPS). The 1993 Bonds were refinanced by RACM in 2003. The 2003 Bonds have a final maturity in 2014, and are callable in 2010. MPS has requested that the City issue GO Debt, reimbursed by MPS, to refinance the remaining \$14,360,000 of RACM 2003 Bonds. MPS would reimburse the City for the debt service on the GO Debt.

Body
Whereas, the Milwaukee Board of School Directors has requested the issuance of general obligation bonds in the aggregate amount of \$14,360,000 for school purposes; now, therefore, be

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 \$14,360,000 for school purposes.

Requestor
Comptroller

Drafter
RSL
PD-7649bW.rtf



Office of the Comptroller

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

Michael J. Daun
Deputy Comptroller

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

Craig D. Kammholz
Special Deputy Comptroller

January 25, 2010

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

Dear Council Members:

I would like to request the introduction of the attached resolutions relating to refinancing debt of the Redevelopment Authority of the City of Milwaukee (RACM).

The tax-payers of the City are obligated on the repayment of certain debt of RACM. The City has the opportunity to use General Obligation debt to refinance the RACM debt and save tax-payers interest expense. The refinancing would have no impact on future City Budgets because the debt service would be reimbursed.

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

Very truly yours,

W. MARTIN MORICS
Comptroller

WMM:RL
REF: PD-7649W.DOC

CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV.6/86)
Ref: GENFISCALNT.MST

A) DATE: January 25, 2010

FILE NUMBER:

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution authorizing the sale and issuance of general obligation bonds in the aggregate amount of \$14,360,000 for school purposes.

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

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

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

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 BOXBELOW 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☐ 1-3 YEARS ☐ 3-5 YEARS☐ 1-3 YEARS ☐ 3-5 YEARS

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

\$14,360,000 of debt that will be reimbursed by MPS.

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

Known as "PD-7649bf.doc"

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master With Text

File Number: 091397

File ID: 091397

Type: Resolution

Status: In Council-Adoption

Version: 2

Reference:

Controlling Body: FINANCE &
PERSONNEL
COMMITTEE

Requester: CITY COMPTROLLER

Cost:

File Created: 02/09/2010

File Name:

Final Action:

Title: Substitute resolution authorizing \$16,805,000 of contingent borrowing for Redevelopment Purposes.

Notes:

Code Sections:

Agenda Date:

Indexes: CONTINGENT FUND, GENERAL OBLIGATION
BONDS, MUNICIPAL BORROWING,
REDEVELOPMENT AUTHORITY

Agenda Number:

Sponsors: Ald. Murphy

Enactment Date:

Attachments: Proposed Substitute A, Cover Letter, Fiscal Note,
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	02/09/2010	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	Action Text:	This Resolution was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE					
1	CITY CLERK	02/18/2010	DRAFT SUBMITTED				
	Action Text:	This Resolution was DRAFT SUBMITTED					
0	FINANCE & PERSONNEL COMMITTEE	02/19/2010	HEARING NOTICES SENT		02/25/2010		
1	FINANCE & PERSONNEL COMMITTEE	02/25/2010	SUBSTITUTED				Pass
	Action Text:	A motion was made by ALD. COGGS that this Resolution be SUBSTITUTED. The motion PREVAILED by the following vote:					
	Notes:	Proposed Substitute A offered.					
Mover:	ALD. COGGS	Aye:5 - Murphy, Bauman, Dudzik, Coggs, and Kovac No:0					5-0

2	FINANCE & PERSONNEL COMMITTEE	02/25/2010	RECOMMENDED FOR ADOPTION	Pass
	Action Text: A motion was made by ALD. COGGS that this Resolution be RECOMMENDED FOR ADOPTION. The motion PREVAILED by the following vote:			
Mover:	ALD. COGGS	Aye:5 - Murphy, Bauman, Dudzik, Coggs, and Kovac No:0		5-0
2	CITY CLERK	02/25/2010	DRAFT SUBMITTED	
	Action Text: This Resolution was DRAFT SUBMITTED			
2	COMMON COUNCIL	03/02/2010		

Text of Legislative File 091397

..Number

091397

..Version

Substitute 2

..Reference

091023, 091024, 091398

..Sponsor

ALD. MURPHY

..Title

Substitute resolution authorizing \$16,805,000 of contingent borrowing for Redevelopment Purposes.

..Analysis

In 2002, the Redevelopment Authority of the City of Milwaukee (RACM) issued bonds to build a parking garage for Cathedral Place. The RACM Bonds are secured by a Letter of Credit. Due to the financial turmoil, the Letter of Credit is no longer available. The RACM Bonds have a moral obligation pledge of the City. This file would allow the RACM Bonds to be refunded by City General Obligation Debt.

..Body

Whereas, in 2002, the Redevelopment Authority of the City of Milwaukee (the "RACM") issued debt (the "2002 Bonds") to finance the Cathedral Place Parking Facility Project for Tax Incremental District #49 of the City;; and

Whereas, the City has provided a Moral Obligation Pledge for the 2002 Bonds to replenish the Debt Service Reserve Fund securing the 2002 Bonds; and

Whereas, the 2002 Bonds are currently outstanding as variable rate bonds secured by a Letter of Credit provided JPMorgan Chase Bank, N.A. (the "Bank") that expires in May, 2010, and the Bank has informed RACM that they will not be renewing the Letter of Credit pursuant to the existing terms; and

Whereas, the Bank has offered a Letter of Credit at a substantially higher cost if the City provides a legally enforceable full reimbursement of draws under the Letter of Credit, not just a moral obligation pledge to replenish the Debt Service Reserve Fund; and

Whereas, it is desirous for the City to provide additional security for the Letter of Credit by authorizing general obligation borrowing to provide funding for a legally enforceable obligation of the City to reimburse, in full, draws under the Letter of Credit; and

Whereas, the 2010 Budget of the City includes \$150,000,000 of Contingent Borrowing for purposes not contemplated at the time of the adoption of the 2010 Budget, and desires to use \$16,805,000 of Contingent Borrowing for redevelopment purposes in order to refinance the 2002 Bonds;

Whereas, prior initial resolutions have been adopted that authorize the issuance of Bonds for providing financial assistance to blight elimination, slum clearance, community development, redevelopment and urban renewal programs and projects under ss. 66.1105, 66.1301 to 66.1329 and 66.1331 to 66.1337,

and if needed, the City desires to use a portion of that authority for this refunding purpose; now therefore be it

Resolved by the Common Council of the City of Milwaukee that it hereby authorizes up to \$16,805,000 of Contingent Borrowing for providing financial assistance to blight elimination, slum clearance, community development, redevelopment and urban renewal programs and projects under ss. 66.1105, 66.1301 to 66.1329 and 66.1331 to 66.1337 in order to refinance the 2002 Bonds; and be it

Further Resolved, that the debt may be issued as Notes pursuant to Resolution Number 091023 (including commercial paper notes) and/or as Bonds pursuant to Resolution Number 091024, and such debt (the "Refunding Debt") shall be an additional purpose for Exhibit A of those resolutions, including refunding of commercial paper if the Refunding Debt is temporarily issued as commercial paper; and be it

Further Resolved, if General Obligation Bonds are issued pursuant to this resolution, such bonds may be issued pursuant to prior initial borrowing resolution for providing financial assistance to blight elimination, slum clearance, community development, redevelopment and urban renewal programs and projects under ss. 66.1105, 66.1301 to 66.1329 and 66.1331 to 66.1337, and the amount of such initial borrowing resolution used shall be replaced by initial borrowing resolution 091398.

..Requestor
Comptroller

..Drafter
RSL
PD-7656a2bW.rtf
2/25/10



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

February 5, 2010

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

Dear Council Members:

I would like to request the introduction of the attached resolutions relating to refinancing debt of the Redevelopment Authority of the City of Milwaukee (RACM). The debt for Cathedral Place has a moral obligation pledge of the City.

Due to the credit market issues of the past year, the RACM debt is no longer viable. The City has the opportunity to use General Obligation debt to refinance the RACM debt and fulfill the City's moral obligation pledge. The refinancing would have no additional impact on future City Budgets because the City's moral obligation pledge. However, the financing would elevate the pledge to a General Obligation pledge.

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

Very truly yours,

W. MARTIN MORICS
Comptroller

WMM:RL
REF: PD-7656W.DOC

CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV.6/86)
Ref: GENFISCALNT.MST

A) DATE: February 18, 2010

FILE NUMBER: 091397

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution authorizing \$16,805,000 of contingent borrowing for Redevelopment Purposes.

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

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
OTHER:					
OTHER:	Proceeds from Sale of Debt			16,805,000	
	Redeem RACM Bonds		16,805,000		
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.

<input checked="" type="checkbox"/> 1-3 YEARS	<input checked="" type="checkbox"/> 3-5 YEARS	Debt Service expense \$2,000,000/yr
<input checked="" type="checkbox"/> 1-3 YEARS	<input checked="" type="checkbox"/> 3-5 YEARS	Parking and TID Revenues \$2,000,000/yr
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

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

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

Known as "PD-7656af.doc"

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE



Legislation Details (With Text)

File #: 091398 **Version:** 0

Type: Resolution **Status:** In Committee

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

On agenda: **Final action:**

Effective date:

Title: Resolution relating to issuance and sale of general obligation bonds in the aggregate amount of \$16,805,000 for providing financial assistance to blight elimination, slum clearance, community development, redevelopment and urban renewal programs and projects.

Sponsors: ALD. MURPHY

Indexes: COMMUNITY DEVELOPMENT, GENERAL OBLIGATION BONDS, REDEVELOPMENT, URBAN DEVELOPMENT

Attachments: Cover Letter, Fiscal Note

Date	Ver.	Action By	Action	Result	Tally
2/9/2010	0	COMMON COUNCIL	ASSIGNED TO		
2/19/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

091398

Version

ORIGINAL

Reference

Sponsor

ALD. MURPHY

Title

Resolution relating to issuance and sale of general obligation bonds in the aggregate amount of \$16,805,000 for providing financial assistance to blight elimination, slum clearance, community development, redevelopment and urban renewal programs and projects.

Analysis

In 2002, the Redevelopment Authority of the City of Milwaukee (RACM) issued bonds to build a parking garage for Cathedral Place. The RACM Bonds are secured by a Letter of Credit. Due to the financial turmoil, the Letter of Credit is no longer available. The RACM Bonds have a moral obligation pledge of the City. This file would allow the RACM Bonds to be refunded by City General Obligation Debt.

Body

Whereas, The City desires to refinance debt of the Redevelopment Authority of the City of Milwaukee originally issued for development purposes; now, therefore, be

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 \$16,805,000 for providing financial assistance to blight elimination, slum clearance, community development, redevelopment and urban renewal programs and projects under ss. 66.1105, 66.1301 to 66.1329 and 66.1331 to 66.1337.

Requestor

Comptroller

Drafter

RSL

PD-7656bW.rtf



Office of the Comptroller

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

Michael J. Daun
Deputy Comptroller

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

Craig D. Kammholz
Special Deputy Comptroller

February 5, 2010

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

Dear Council Members:

I would like to request the introduction of the attached resolutions relating to refinancing debt of the Redevelopment Authority of the City of Milwaukee (RACM). The debt for Cathedral Place has a moral obligation pledge of the City.

Due to the credit market issues of the past year, the RACM debt is no longer viable. The City has the opportunity to use General Obligation debt to refinance the RACM debt and fulfill the City's moral obligation pledge. The refinancing would have no additional impact on future City Budgets because the City's moral obligation pledge. However, the financing would elevate the pledge to a General Obligation pledge.

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

Very truly yours,

W. MARTIN MORICS
Comptroller

WMM:RL
REF: PD-7656W.DOC

CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV.6/86)
Ref: GENFISCALNT.MST

A) DATE: February 5, 2010

FILE NUMBER:

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution relating to issuance and sale of general obligation bonds in the aggregate amount of \$16,805,000 for providing financial assistance to blight elimination, slum clearance, community development, redevelopment and urban renewal programs and projects under ss. 66.1105, 66.1301 to 66.1329 and 66.1331 to 66.1337.

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

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

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

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**. This resolution consolidates various prior and current year initial borrowing authorizations and delegates the sale of the debt to the Public Debt Commission.

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

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

\$16,805,000 of debt that will be primarily paid by parking revenues.

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE



Legislation Details (With Text)

File #: 091404 **Version:** 0

Type: Resolution **Status:** In Committee

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

On agenda: **Final action:**

Effective date:

Title: Resolution relating to the inclusion of the City of Milwaukee Housing Trust Fund as a participating recipient of donations in future City UPAF/Visions and Combined Giving campaigns.

Sponsors: ALD. MURPHY

Indexes: DONATIONS, HOUSING TRUST FUND

Attachments:

Date	Ver.	Action By	Action	Result	Tally
2/9/2010	0	COMMON COUNCIL	ASSIGNED TO		
2/19/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
2/19/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
2/19/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
2/19/2010	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		

Number

091404

Version

ORIGINAL

Reference

Sponsor

ALD. MURPHY

Title

Resolution relating to the inclusion of the City of Milwaukee Housing Trust Fund as a participating recipient of donations in future City UPAF/Visions and Combined Giving campaigns.

Analysis

This resolution adds the City's Housing Trust Fund to the list of organizations and funds that are participating recipients of donations in the City's future UPAF/Visions and Combined Giving campaigns.

Body

Whereas, The United Performing Arts Fund(UPAF) raises and allocates funds to 36 member and affiliate performing arts grounds through an annual, community-wide fundraising campaign; and

Whereas, The UPAF/Visions campaign is a workplace-giving program that raises funds from City of Milwaukee employees for both UPAF and various other non-profit entities (Visions organizations) that work to improve the quality of life in the Milwaukee community in such areas as education, culture, recreation and the environment; and

Whereas, The City's Combined Giving Campaign is an annual fund drive in which City employees pool their resources to improve the quality of life in the Milwaukee community by contributing to umbrella groups of local nonprofit agencies, individual agencies within those umbrella groups, various designated unaffiliated agencies or other qualified 501(c)(3) nonprofit organizations that provide health or human services in Wisconsin; and

Whereas, The City's Housing Trust Fund was created in 2006 to provide financial support to developers and governmental entities in the acquisition, construction, rehabilitation and modification of affordable and accessible housing for low-income households, including households that are homeless or at risk of becoming homeless, and to finance support services that assist low-income households in obtaining and maintaining affordable housing; and

Whereas, Since its creation, the Housing Trust Fund has awarded funding for the construction or rehabilitation of over 270 affordable housing units in Milwaukee; and

Whereas, To date, the Housing Trust Fund has been funded by allocations of capital borrowing or general tax levy funding in the annual City budget, thereby subjecting the Fund to the City's increasingly tight fiscal constraints and limited financial resources; and

Whereas, The inclusion of the Housing Trust Fund as a participating recipient in the UPAF/Visions and Combined Giving campaigns would create new funding sources for the much-needed affordable housing projects supported by the Fund; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the proper City officials are directed to take the actions necessary to ensure that the City of Milwaukee Housing Trust Fund is included as

a participating recipient of donations in future UPAF/Visions campaigns; and, be it

Further Resolved, That the second "Further Resolved" clause of Common Council Resolution File Number 090393 is repealed and recreated to read:

"Further Resolved, That the Police Officers Support Team, Inc., the United Negro College Fund and the City of Milwaukee Housing Trust Fund are also eligible for donations through the City of Milwaukee Combined Giving Campaign; and, be it"

Requestor

Drafter

LRB10053-1

JDO

02/05/2010



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master With Text

File Number: 091253

File ID: 091253

Type: Ordinance

Status: In Committee

Version: 1

Reference: 090457

Controlling Body: FINANCE &
PERSONNEL
COMMITTEE

Requester:

Cost:

File Created: 01/20/2010

File Name:

Final Action:

Title: A substitute ordinance to further amend the 2010 rates of pay of offices and positions in the City Service.

Notes: See files 070016, 070020 and 091383 for attachments.

Code Sections:

Indexes: SALARY ORDINANCE

Sponsors: THE CHAIR

Attachments: Administrative Correction for Salary Ordinance

Drafter: tjm

Contact:

Agenda Date:

Agenda Number:

Enactment Date:

Enactment Number:

Effective Date:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	01/20/2010	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	Action Text:	This Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE					
0	FINANCE & PERSONNEL COMMITTEE	02/19/2010	HEARING NOTICES SENT		02/25/2010		
1	CITY CLERK	02/23/2010	DRAFT SUBMITTED				
	Action Text:	This Ordinance was DRAFT SUBMITTED					
0	FINANCE & PERSONNEL COMMITTEE	02/25/2010					

Text of Legislative File 091253

..Number
091253
..Version
Substitute 1
..Reference

080521

..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:

Department of Administration, Budget & Management Division, Port of Milwaukee and Plumbers' Local 75, AFL-CIO employees and International Association of Machinists and Aerospace Workers, Dist. No. 10, AFL-CIO employees

..Body

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

Part 1. Section 2 of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 14, 2010 - June 27, 2010):

Under Salary Grade 008, add the title "Project Manager - Milwaukee Shines."

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 012, add the title "Deputy Port Director."

Part 3. Section 15 of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 1, 2007 - December 31, 2006):

Delete Pay Ranges 722 through 734 and recreate them as follows:

Pay Range 722

Official Biweekly Rate

1,275.44	1,349.11	1,442.19	1,478.03	1,530.54
----------	----------	----------	----------	----------

Fire Mechanic Helper 1/

1/ An employee hired after January 1, 1988, shall not be eligible to attain step 5 of this pay range. Step 4 shall be the highest step attainable by employees hired after January 1, 1988.

Pay Range 724

Official Biweekly Rate

1,256.44	1,330.64	1,423.68	1,459.39	1,606.05
----------	----------	----------	----------	----------

Fire Stores Clerk 1/

1/ Current incumbent, Andrew Pozorski, to retain the title of Fire Stores Clerk until he vacates his current position, at which time the title shall revert to Inventory Control Assistant III in Pay Range 340.

Pay Range 726

Official Biweekly Rate

1,345.33	1,421.22	1,518.03	1,553.69	1,593.74	1,656.58
----------	----------	----------	----------	----------	----------

Fire Equipment Repairer I 1/

1/ An employee may be eligible to attain step 6 of this pay range after completing one year of service in step 5 and after meeting established requirements for attaining step 6. The requirements for attaining step 6 shall be established by agreement between labor and management.

Pay Range 732

Official Biweekly Rate

1,481.68	1572.52	1,682.50	1,737.22	1,811.87
----------	---------	----------	----------	----------

Fire Equipment Repairer II 1/

1/ Employees occupying this position classification on August 21, 1988, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW Agreement. Mark Madritsch, if promoted to this classification, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW Agreement. Any other individual entering this position classification shall not be eligible to be paid at step 5 of this pay range. Step 4 shall be the highest step attainable by other individuals in this classification.

Pay Range 733

Official Biweekly Rate

1,506.11	1,597.97	1,709.73	1,767.06	1,829.08	1,858.26
----------	----------	----------	----------	----------	----------

Fire Equipment Machinist
Fire Equipment Compressed Air Technician
Fire Building and Equipment Maintenance Specialist

Pay Range 734

Official Biweekly Rate

1,506.11	1,597.97	1709.73	1,767.06	1,829.08	1,876.59
----------	----------	---------	----------	----------	----------

Fire Equipment Mechanic 1/ 2/

1/ Requirement for advancement to the sixth step of Pay Range 734 shall be employment by the City of Milwaukee as a Fire Mechanic as of June 1, 1989. Employees entering this classification after June 1, 1989, must maintain the appropriate current ASE certifications in order to attain the sixth step.

2/ Employees occupying the position of Fire Equipment Mechanic shall be eligible to receive, for all hours of active service, an additional fifteen cents per hour per level for the attainment and maintenance of the Emergency Vehicle Technician (EVT), Fire Apparatus Technician Level I, II and Master Level III certifications.

Part 4. Section 15 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):

Delete Pay Ranges 722 through 734 and recreate them as follows:

Pay Range 722

Official Biweekly Rate

1,288.19	1,362.60	1,456.61	1,492.81	1,545.85
----------	----------	----------	----------	----------

Fire Mechanic Helper 1/

1/ An employee hired after January 1, 1988, shall not be eligible to attain step 5 of this pay range. Step 4 shall be the highest step attainable by employees hired after January 1, 1988.

Pay Range 724

Official Biweekly Rate

1,269.00	1,343.95	1,437.92	1,473.98	1,622.11
----------	----------	----------	----------	----------

Fire Stores Clerk 1/

1/ Current incumbent, Andrew Pozorski, to retain the title of Fire Stores Clerk until he vacates his current position, at which time the title shall revert to Inventory Control Assistant III in Pay Range 340.

Pay Range 726

Official Biweekly Rate

1,358.78	1,435.43	1,533.21	1,569.23	1,609.68	1,673.15
----------	----------	----------	----------	----------	----------

Fire Equipment Repairer I 1/

1/ An employee may be eligible to attain step 6 of this pay range after completing one year of service in step 5 and after meeting established requirements for attaining step 6. The requirements for attaining step 6 shall be established by agreement between labor and management.

Pay Range 732

Official Biweekly Rate

1,496.50	1,588.25	1,699.33	1,754.59	1,829.99
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Fire Equipment Repairer II 1/

1/ Employees occupying this position classification on August 21, 1988, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW Agreement. Mark Madritsch, if promoted to this classification, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW Agreement. Any other individual entering this position classification shall not be eligible to be paid at step 5 of this pay range. Step 4 shall be the highest step attainable by other individuals in this classification.

Pay Range 733

Official Biweekly Rate

1,521.17	1,613.95	1,726.83	1,784.73	1,847.37	1,876.84
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Fire Equipment Machinist
Fire Equipment Compressed Air Technician
Fire Building and Equipment Maintenance Specialist

Pay Range 734

Official Biweekly Rate

1,521.17	1,613.95	1,726.83	1,784.73	1,847.37	1,895.36
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Fire Equipment Welder 1/ 2/
Fire Equipment Mechanic 1/ 2/

- 1/ Requirement for advancement to the sixth step of Pay Range 734 shall be employment by the City of Milwaukee as a Fire Mechanic as of June 1, 1989. Employees entering this classification after June 1, 1989, must maintain the appropriate current ASE certifications in order to attain the sixth step.
- 2/ Employees occupying the position of Fire Equipment Mechanic or, effective Pay Period 1, 2008, Fire Equipment Welder, shall be eligible to receive, for all hours of active service, an additional fifteen cents per hour per level for the attainment and maintenance of the Emergency Vehicle Technician (EVT), Fire Apparatus Technician Level I, II and Master Level III certifications.

Part 5. Section 15 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):

Delete Pay Ranges 722 through 734 and recreate them as follows:

Pay Range 722

Official Biweekly Rate

1,301.07	1,376.23	1,471.18	1,507.74	1,561.31
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Fire Mechanic Helper 1/

- 1/ An employee hired after January 1, 1988, shall not be eligible to attain step 5 of this pay range. Step 4 shall be the highest step attainable by employees hired after January 1, 1988.

Pay Range 724

Official Biweekly Rate

1,281.69	1,357.39	1,452.30	1,488.72	1,638.33
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Fire Stores Clerk 1/

- 1/ Current incumbent, Andrew Pozorski, to retain the title of Fire Stores Clerk until he vacates his current position, at which time the title shall revert to Inventory Control Assistant III in Pay Range 340.

Pay Range 726

Official Biweekly Rate

1,372.37	1,449.78	1,548.54	1,584.92	1,625.78	1,689.88
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Fire Equipment Repairer I 1/

- 1/ An employee may be eligible to attain step 6 of this pay range after completing one year of service in step 5 and after meeting established requirements for attaining step 6. The requirements for attaining step 6 shall be established by agreement between labor and management.

Pay Range 732

Official Biweekly Rate

1,511.47	1,604.13	1,716.32	1,772.14	1,848.29
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Fire Equipment Repairer II 1/

1/ Employees occupying this position classification on August 21, 1988, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW Agreement. Mark Madritsch, if promoted to this classification, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW Agreement. Any other individual entering this position classification shall not be eligible to be paid at step 5 of this pay range. Step 4 shall be the highest step attainable by other individuals in this classification.

Pay Range 733

Official Biweekly Rate

1,536.38	1,630.09	1,744.10	1,802.58	1,865.84	1,895.61
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Fire Equipment Machinist
Fire Equipment Compressed Air Technician
Fire Building and Equipment Maintenance Specialist

Pay Range 734

Official Biweekly Rate

1,536.38	1,630.09	1,744.10	1,802.58	1,865.84	1,914.31
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Fire Equipment Welder 1/ 2/
Fire Equipment Mechanic 1/ 2/

1/ Requirement for advancement to the sixth step of Pay Range 734 shall be employment by the City of Milwaukee as a Fire Mechanic as of June 1, 1989. Employees entering this classification after June 1, 1989, must maintain the appropriate current ASE certifications in order to attain the sixth step.

2/ Employees occupying the position of Fire Equipment Mechanic or, effective Pay Period 1, 2008, Fire Equipment Welder, shall be eligible to receive, for all hours of active service, an additional fifteen cents per hour per level for the attainment and maintenance of the Emergency Vehicle Technician (EVT), Fire Apparatus Technician Level I, II and Master Level III certifications. Effective pay period 11, 2005, the pay for EVT Level I Certification shall be increased to twenty-five cents per hour, the pay for EVT Level II Certification shall be increased to fifty cents per hour, and the pay for EVT Master Level III Certification shall be increased to seventy-five cents per hour. EVT payments continue to be payable to employees who have advanced to Step 6 of Pay Range 734 and who have attained and maintained an EVT Level I, an EVT Level II or an EVT Master Level III certification.

Part 6. Section 15 of ordinance File Number 090457 relative to rates of pay of offices and positions in the City Service is hereby amended as follows (Effective Pay Period 1, 2009 - December 28, 2008):

Delete Pay Ranges 722 through 734 and recreate them as follows:

Pay Range 722

Official Biweekly Rate

1,314.08	1,389.99	1,485.89	1,522.82	1,576.92
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Fire Mechanic Helper 1/

1/ An employee hired after January 1, 1988, shall not be eligible to attain step 5 of this pay range. Step

4 shall be the highest step attainable by employees hired after January 1, 1988.

Pay Range 724

Official Biweekly Rate

1,294.51	1,370.96	1,466.82	1,503.61	1,654.71
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Fire Stores Clerk 1/

1/ Current incumbent, Andrew Pozorski, to retain the title of Fire Stores Clerk until he vacates his current position, at which time the title shall revert to Inventory Control Assistant III in Pay Range 340.

Pay Range 726

Official Biweekly Rate

1,386.09	1,464.28	1,564.03	1,600.77	1,642.04	1,706.78
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Fire Equipment Repairer I 1/

1/ An employee may be eligible to attain step 6 of this pay range after completing one year of service in step 5 and after meeting established requirements for attaining step 6. The requirements for attaining step 6 shall be established by agreement between labor and management.

Pay Range 732

Official Biweekly Rate

1,526.58	1,620.17	1,733.48	1,789.86	1,866.77
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Fire Equipment Repairer II 1/

1/ Employees occupying this position classification on August 21, 1988, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW Agreement. Mark Madritsch, if promoted to this classification, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW Agreement. Any other individual entering this position classification shall not be eligible to be paid at step 5 of this pay range. Step 4 shall be the highest step attainable by other individuals in this classification.

Pay Range 733

Official Biweekly Rate

1,551.74	1,646.39	1,761.54	1,820.61	1,884.50	1,914.57
----------	----------	----------	----------	----------	----------

Fire Equipment Machinist
Fire Equipment Compressed Air Technician
Fire Building and Equipment Maintenance Specialist

Pay Range 734

Official Biweekly Rate

1,551.74	1,646.39	1,761.54	1,820.61	1,884.50	1,933.45
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Fire Equipment Welder 1/ 2/
Fire Equipment Mechanic 1/ 2/

1/ Requirement for advancement to the sixth step of Pay Range 734 shall be employment by the City of Milwaukee as a Fire Mechanic as of June 1, 1989. Employees entering this classification after June 1, 1989, must maintain the appropriate current ASE certifications in order to attain the sixth step.

2/ Employees occupying the position of Fire Equipment Mechanic or, effective Pay Period 1, 2008, Fire Equipment Welder, shall be eligible to receive, for all hours of active service, an additional fifteen cents per hour per level for the attainment and maintenance of the Emergency Vehicle Technician (EVT), Fire Apparatus Technician Level I, II and Master Level III certifications. Effective pay period 11, 2005, the pay for EVT Level I Certification shall be increased to twenty-five cents per hour, the pay for EVT Level II Certification shall be increased to fifty cents per hour, and the pay for EVT Master Level III Certification shall be increased to seventy-five cents per hour. EVT payments continue to be payable to employees who have advanced to Step 6 of Pay Range 734 and who have attained and maintained an EVT Level I, an EVT Level II or an EVT Master Level III certification.

Part 7. Section 15 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):

Delete Pay Ranges 722 through 734 and recreate them as follows:

Pay Range 722

Official Biweekly Rate

1,327.22	1,403.89	1,500.75	1,538.05	1,592.69
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Fire Mechanic Helper 1/

1/ An employee hired after January 1, 1988, shall not be eligible to attain step 5 of this pay range. Step 4 shall be the highest step attainable by employees hired after January 1, 1988.

Pay Range 724

Official Biweekly Rate

1,307.46	1,384.67	1,481.49	1,518.65	1,671.26
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Fire Stores Clerk 1/

1/ Current incumbent, Andrew Pozorski, to retain the title of Fire Stores Clerk until he vacates his current position, at which time the title shall revert to Inventory Control Assistant III in Pay Range 340.

Pay Range 726

Official Biweekly Rate

1,399.95	1,478.92	1,579.67	1,616.78	1,658.46	1,723.85
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Fire Equipment Repairer I 1/

1/ An employee may be eligible to attain step 6 of this pay range after completing one year of service in step 5 and after meeting established requirements for attaining step 6. The requirements for attaining step 6 shall be established by agreement between labor and management.

Pay Range 732

Official Biweekly Rate

1,541.85	1,636.37	1,750.81	1,807.76	1,885.44
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Fire Equipment Repairer II 1/

1/ Employees occupying this position classification on August 21, 1988, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW Agreement. Mark Madritsch, if promoted to this classification, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW Agreement. Any other individual entering this position classification shall not be eligible to be paid at step 5 of this pay range. Step 4 shall be the highest step attainable by other individuals in this classification.

Pay Range 733

Official Biweekly Rate

1,567.26	1,662.85	1,779.16	1,838.82	1,903.35	1,933.72
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Fire Equipment Machinist
Fire Equipment Compressed Air Technician
Fire Building and Equipment Maintenance Specialist

Pay Range 734

Official Biweekly Rate

1,567.26	1,662.85	1,779.16	1,838.82	1,903.35	1,952.78
----------	----------	----------	----------	----------	----------

Fire Equipment Welder 1/ 2/
Fire Equipment Mechanic 1/ 2/

1/ Requirement for advancement to the sixth step of Pay Range 734 shall be employment by the City of Milwaukee as a Fire Mechanic as of June 1, 1989. Employees entering this classification after June 1, 1989, must maintain the appropriate current ASE certifications in order to attain the sixth step.

2/ Employees occupying the position of Fire Equipment Mechanic or, effective Pay Period 1, 2008, Fire Equipment Welder, shall be eligible to receive, for all hours of active service, an additional fifteen cents per hour per level for the attainment and maintenance of the Emergency Vehicle Technician (EVT), Fire Apparatus Technician Level I, II and Master Level III certifications. Effective pay period 11, 2005, the pay for EVT Level I Certification shall be increased to twenty-five cents per hour, the pay for EVT Level II Certification shall be increased to fifty cents per hour, and the pay for EVT Master Level III Certification shall be increased to seventy-five cents per hour. EVT payments continue to be payable to employees who have advanced to Step 6 of Pay Range 734 and who have attained and maintained an EVT Level I, an EVT Level II or an EVT Master Level III certification.

Part 8. Section 15 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):

The biweekly rates of pay effective Pay Period 14, 2009 shall remain in effect from Pay Period 1, 2010 (December 27, 2009) for Pay Ranges 722, 724, 726, 732, 733 and 734 through Pay Period 26, 2011. There shall be no pay step advancement from Pay Period 1, 2010 through Pay Period 26, 2011.

Pay Range 722

Official Biweekly Rate

1,327.22	1,403.89	1,500.75	1,538.05	1,592.69
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Fire Mechanic Helper 1/

1/ An employee hired after January 1, 1988, shall not be eligible to attain step 5 of this pay range. Step 4 shall be the highest step attainable by employees hired after January 1, 1988.

Pay Range 724

Official Biweekly Rate

1,307.46	1,384.67	1,481.49	1,518.65	1,671.26
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Fire Stores Clerk 1/

1/ Current incumbent, Andrew Pozorski, to retain the title of Fire Stores Clerk until he vacates his current position, at which time the title shall revert to Inventory Control Assistant III in Pay Range 340.

Pay Range 726

Official Biweekly Rate

1,399.95	1,478.92	1,579.67	1,616.78	1,658.46	1,723.85
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Fire Equipment Repairer I 1/

1/ An employee may be eligible to attain step 6 of this pay range after completing one year of service in step 5 and after meeting established requirements for attaining step 6. The requirements for attaining step 6 shall be established by agreement between labor and management. There shall be no pay step advancement from Pay Period 1, 2010 through Pay Period 26, 2011.

Pay Range 732

Official Biweekly Rate

1,541.85	1,636.37	1,750.81	1,807.76	1,885.44
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Fire Equipment Repairer II 1/

1/ Employees occupying this position classification on August 21, 1988, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW Agreement. Mark Madritsch, if promoted to this classification, may attain the fifth step of this pay range through the process described in Article 10, paragraphs 3 and 4 of the City/IAMAW Agreement. Any other individual entering this position classification shall not be eligible to be paid at step 5 of this pay range. Step 4 shall be the highest step attainable by other individuals in this classification.

Pay Range 733

Official Biweekly Rate

1,567.26	1,662.85	1,779.16	1,838.82	1,903.35	1,933.72
----------	----------	----------	----------	----------	----------

Fire Equipment Machinist
Fire Equipment Compressed Air Technician
Fire Building and Equipment Maintenance Specialist

Pay Range 734

Official Biweekly Rate

1,567.26	1,662.85	1,779.16	1,838.82	1,903.35	1,952.78
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Fire Equipment Welder 1/ 2/
Fire Equipment Mechanic 1/ 2/

1/ Requirement for advancement to the sixth step of Pay Range 734 shall be employment by the City of Milwaukee as a Fire Mechanic as of June 1, 1989. Employees entering this classification after June 1, 1989, must maintain the appropriate current ASE certifications in order to attain the sixth step. There shall be no pay step advancement from Pay Period 1, 2010 through Pay Period 26, 2011.

2/ Employees occupying the position of Fire Equipment Mechanic or, effective Pay Period 1, 2008, Fire Equipment Welder, shall be eligible to receive, for all hours of active service, an additional fifteen cents per hour per level for the attainment and maintenance of the Emergency Vehicle Technician (EVT), Fire Apparatus Technician Level I, II and Master Level III certifications. Effective pay period 11, 2005, the pay for EVT Level I Certification shall be increased to twenty-five cents per hour, the pay for EVT Level II Certification shall be increased to fifty cents per hour, and the pay for EVT Master Level III Certification shall be increased to seventy-five cents per hour. EVT payments continue to be payable to employees who have advanced to Step 6 of Pay Range 734 and who have attained and maintained an EVT Level I, an EVT Level II or an EVT Master Level III certification.

Part 9. 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 13, 2007 - June 17, 2007):

Pay Range 786

Official Rate-Biweekly (2007)

2,476.80

Under Pay Range 786, in footnote "1/" delete the sentence in parentheses and substitute the following: ("Effective P.P. 13, 2007 (June 17, 2007) the hourly rate is \$30.96 (\$2,476.80 biweekly) 92% of the outside rate of \$33.65 per hour.)

In footnote "2/" delete the sentence in parentheses and substitute the following: ("Effective P.P. 13, 2007 (June 17, 2007) the hourly rate is \$31.97 (\$2,557.60 biweekly) 95% of the outside rate of \$33.65 per hour.)

Part 10. 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 13, 2008 - June 15, 2008):

Pay Range 786

Official Rate-Biweekly (2008)

2,589.60

Under Pay Range 786, in footnote "1/" delete the sentence in parentheses and substitute the following: ("Effective P.P. 13, 2008 (June 15, 2008) the hourly rate is \$32.37 (\$2,589.60 biweekly) 92% of the outside rate of \$35.18.)

In footnote "2/" delete the sentence in parentheses and substitute the following: ("Effective P.P. 13, 2008 (June 15, 2008) the hourly rate is \$33.42 (\$2,673.60 biweekly) 95% of the outside rate of \$35.18 per hour.)

Part 11. 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 13, 2009 - June 14, 2009):

Pay Range 786

Official Rate-Biweekly (PP 13, 2009)

2,596.80

Under Pay Range 786, in footnote "1/" delete the sentence in parentheses and substitute the following: ("Effective P.P. 13, 2009 (June 14, 2009) the hourly rate is \$32.46 (\$2,596.80 biweekly) 92% of the outside rate of \$35.28.)

In footnote "2/" delete the sentence in parentheses and substitute the following: ("Effective P.P. 13, 2009 (June 14, 2009) the hourly rate is \$33.52 (\$2,681.60 biweekly) 95% of the outside rate of \$35.28 per hour.)

Part 12. 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 25, 2009 - November 29, 2009):

Pay Range 786

Official Rate-Biweekly (PP 25, 2009)

2,644.80

Under Pay Range 786, in footnote "1/" delete the sentence in parentheses and substitute the following: ("Effective P.P. 25, 2009 (November 29, 2009) the hourly rate is \$33.06 (\$2,644.80 biweekly) 92% of the outside rate of \$35.93 per hour.)

In footnote "2/" delete the sentence in parentheses and substitute the following: ("Effective P.P. 25, 2009 (November 29, 2009) the hourly rate is \$34.13 (\$2,730.40 biweekly) 95% of the outside rate of \$35.93 per hour.)

Part 13. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Part 14. The provisions of Section 3 of this ordinance are deemed to be in force and effect from and after Pay Period 1, 2007 (December 31, 2006).

The provisions of Section 9 of this ordinance are deemed to be in force and effect from and after Pay Period 13, 2007 (June 17, 2007).

The provisions of Section 4 of this ordinance are deemed to be in force and effect from and after Pay Period 1, 2008 (December 30, 2007).

The provisions of Section 10 of this ordinance are deemed to be in force and effect from and after Pay Period 13, 2008 - June 15, 2008).

The provisions of Section 5 of this ordinance are deemed to be in force and effect from and after Pay Period 14, 2008 (June 29, 2008).

The provisions of Section 6 of this ordinance are deemed to be in force and effect from and after Pay Period 1, 2009 (December 28, 2008).

The provisions of Section 11 of this ordinance are deemed to be in force and effect from and after Pay Period 13, 2009 (June 14, 2009).

The provisions of Section 7 of this ordinance are deemed to be in force and effect from and after Pay Period 14, 2009 (June 28, 2009).

The provisions of Section 12 of this ordinance are deemed to be in force and effect from and after Pay Period 25, 2009 (November 29, 2009).

The provisions of Section 8 of this ordinance are deemed to be in force and effect from and after Pay Period 1, 2010 (December 27, 2010).

The provisions of Section 1 of this ordinance are deemed to be in force and effect from and after Pay Period 14, 2010 (June 27, 2010).

The provisions of all other parts of this ordinance are deemed to be in force and effect from and after its passage and publication.

Part 15. This ordinance will take effect and be in force from and after its passage and publication.

..Drafter
City Clerk's Office
TJM
2/23/10

From: Wragg, Faranda

Sent: Tuesday, February 16, 2010 3:07 PM

To: MacDonald, Terry

Cc: Fleck, Nicole; Schumacher, Chuck

Subject: Administrative Correction for Salary Ordinance

On December 22, 2009, the City of Milwaukee Common Council adopted File #070020 - Substitute resolution to ratify and confirm the final agreements between the City of Milwaukee and Plumbers' Local 75, AFL-CIO for the period of 2007-2009 and 2010-2011. The pay rates for Pay Range 786 were inadvertently left out.

Please make the following amendments to the Salary Ordinance: **See the attachment for corrections.**

Faranda

X3143

**SALARY ORDINANCE CHANGES FOR
PAY RANGE 786 OF THE PLUMBERS' LOCAL 75, AFL-CIO**

Effective June 17, 2007 (PP 13, 2007)

Pay Range 786

Official Rate-Biweekly (2007)

2,476.80

Under Pay Range 786, in footnote "1" delete the sentence in parentheses and substitute the following: ("Effective P.P. 13, 2007 (June 17, 2007) the hourly rate is \$30.96 (\$2,476.80 biweekly) 92% of the outside rate of \$33.65 per hour.)

In footnote "2" delete the sentence in parentheses and substitute the following: ("Effective P.P. 13, 2007 (June 17, 2007) the hourly rate is \$31.97 (\$2,557.60 biweekly) 95% of the outside rate of \$33.65 per hour.)

Effective June 15, 2008 (PP 13, 2008)

Pay Range 786

Official Rate-Biweekly (2008)

2,589.60

Under Pay Range 786, in footnote "1" delete the sentence in parentheses and substitute the following: ("Effective P.P. 13, 2008 (June 15, 2008) the hourly rate is \$32.37 (\$2,589.60 biweekly) 92% of the outside rate of \$35.18.)

In footnote "2" delete the sentence in parentheses and substitute the following: ("Effective P.P. 13, 2008 (June 15, 2008) the hourly rate is \$33.42 (\$2,673.60 biweekly) 95% of the outside rate of \$35.18 per hour.)

Effective June 14, 2009 (PP 13, 2009)

Pay Range 786

Official Rate-Biweekly (PP 13, 2009)

2,596.80

Under Pay Range 786, in footnote "1" delete the sentence in parentheses and substitute the following: ("Effective P.P. 13, 2009 (June 14, 2009) the hourly rate is \$32.46 (\$2,596.80 biweekly) 92% of the outside rate of \$35.28.)

In footnote “2” delete the sentence in parentheses and substitute the following: (“Effective P.P. 13, 2009 (June 14, 2009) the hourly rate is \$33.52 (\$2,681.60 biweekly) 95% of the outside rate of \$35.28 per hour.)

Effective November 29, 2009 (PP 25, 2009)

Pay Range 786

Official Rate-Biweekly (PP 25, 2009)

2,644.80

Under Pay Range 786, in footnote “1” delete the sentence in parentheses and substitute the following: (“Effective P.P. 25, 2009 (November 29, 2009) the hourly rate is \$33.06 (\$2,644.80 biweekly) 92% of the outside rate of \$35.93 per hour.)

In footnote “2” delete the sentence in parentheses and substitute the following: (“Effective P.P. 25, 2009 (November 29, 2009) the hourly rate is \$34.13 (\$2,730.40 biweekly) 95% of the outside rate of \$35.93 per hour.)



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master With Text

File Number: 091254

File ID: 091254

Type: Ordinance

Status: In Committee

Version: 1

Reference: 090458

Controlling Body: FINANCE &
PERSONNEL
COMMITTEE

Requester:

Cost:

File Created: 01/20/2010

File Name:

Final Action:

Title: A substitute ordinance to further amend the 2010 offices and positions in the City Service.

Notes: See file #091383 for attachments.

Code Sections:

Indexes: POSITIONS ORDINANCE

Sponsors: THE CHAIR

Attachments:

Drafter: tjm

Contact:

Agenda Date:

Agenda Number:

Enactment Date:

Enactment Number:

Effective Date:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	01/20/2010	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	Action Text:	This Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE					
0	FINANCE & PERSONNEL COMMITTEE	02/19/2010	HEARING NOTICES SENT		02/25/2010		
1	CITY CLERK	02/23/2010	DRAFT SUBMITTED				
	Action Text:	This Ordinance was DRAFT SUBMITTED					
0	FINANCE & PERSONNEL COMMITTEE	02/25/2010					

Text of Legislative File 091254

..Number
091254
..Version
Substitute 1
..Reference

090458

..Sponsor

THE CHAIR

..Title

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

..Analysis

This substitute ordinance changes positions in the following departments:

Department of Administration, Budget & Management Division and the Port of Milwaukee

..Body

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

Part 1. Section 1 of ordinance File Number 090458 relative to offices and positions in the City Service is hereby amended as follows (Effective Pay Period 14, 2010 - June 27, 2010):

Under "Department of Administration, Budget & Management Division", delete one position of "Project Manager (C)(X)(Y)"; Under "Office of the Director", add one position of "Project Manager - Milwaukee Shines (C)(X)(Y)."

Part 2. Section 1 of ordinance File Number 090458 relative to offices and positions in the City Service is hereby amended as follows:

Under "Port of Milwaukee", add one position of "Deputy Port Director."

Part 3. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Part 4. The provisions of Part and of this ordinance are deemed to be in force and effect from and after Pay Period 14, 2010 (June 27, 2010).

The provisions of all other parts of this ordinance are deemed to be in force and effect from and after the first day of the first pay period following passage and publication.

Part 5. This ordinance will take effect and be in force from and after its passage and publication.

..Drafter

City Clerk's Office

TJM

2/23/10



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master With Text

File Number: 091274

File ID: 091274

Type: Charter Ordinance

Status: In Council-Passage

Version: 1

Reference:

Controlling Body: FINANCE &
PERSONNEL
COMMITTEE

Requester: COMMON COUNCIL

Cost:

File Created: 01/20/2010

File Name:

Final Action:

Title: A substitute charter ordinance relating to annual valuations of the assets and liabilities of the employees' retirement system.

Notes:

Code Sections:

Indexes: ANNUITY AND BENEFIT FUND, CHARTER
ORDINANCES, EMPLOYES RETIREMENT
SYSTEM

Sponsors: THE CHAIR

Attachments: 2/23/10 City Attorney opinion, Fiscal note, Proposed
Substitute A, Letter to Buck Consultants from Budget
Office re funding policy, Letter from Buck
Consultants to Budget Office Director, Memo from
Budget & Management Div., Letter from Milw Retiree
Association, Letter from Milw Retired Police
Association, Memo from Legislative Reference
Bureau, Letter from Mayor Barrett, Hearing Notice
List, Letter from William C Carey, Statement of
Reasons

Drafter: bjz

Contact:

Agenda Date:

Agenda Number:

Enactment Date:

Enactment Number:

Effective Date:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	01/20/2010	ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			
	Action Text:	This Charter Ordinance was ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE					
0	FINANCE & PERSONNEL COMMITTEE	02/19/2010	HEARING NOTICES SENT		02/25/2010		
0	FINANCE & PERSONNEL COMMITTEE	02/19/2010	HEARING NOTICES SENT		02/25/2010		

0	FINANCE & PERSONNEL COMMITTEE	02/19/2010	HEARING NOTICES SENT	02/25/2010	
0	FINANCE & PERSONNEL COMMITTEE	02/25/2010	SUBSTITUTED		Pass
Action Text: A motion was made by ALD. BAUMAN that this Charter Ordinance be SUBSTITUTED. This motion PREVAILED by the following vote:					
Notes: <i>Individuals present:</i> <i>Patick Curley, Mayor's Chief Staff</i> <i>Mark Nicolini, Budget & Management Director</i> <i>Rudy Konrad, Deputy City Attorney</i> <i>Patty Yunk, Dist. Council 48</i> <i>Carol Graham, President, Milw. Retiree Association</i> <i>Jerry Allen, Executive Director, Employees Retirement System</i> <i>Tom Hayes, Vice President, Milw. Retiree Association</i> <i>John Barmore, Fire Fighter and Annuity & Pension Board member</i> <i>Gust Petropoulos, Annuity & Pension Board member</i> <i>Russell Hershey, 1983 N. Summitt Ave., Retiree</i> <i>Bill Carey, Annuity & Pension Board member, Vice Chairman</i> <i>Wray Young, President, Milw. Retired Police Association</i>					
 <i>Ald. Murphy offered a proposed substitute B.</i>					
 <i>Ald. Bauman made the petition submitted by Ms. Graham and letter to City Attorney from Mr. Carey a part of the file. There were no objections.</i>					
Mover:	ALD. BAUMAN	Aye:5 - Murphy, Bauman, Dudzik, Coggs, and Kovac No:0			5-0
1	FINANCE & PERSONNEL COMMITTEE	02/25/2010	HELD TO CALL OF THE CHAIR		Fail
Action Text: A motion was made by ALD. DUDZIK that this Charter Ordinance be HELD TO CALL OF THE CHAIR. The motion FAILED by the following vote:					
Mover:	ALD. DUDZIK	Aye:2 - Dudzik, and Coggs No:3 - Murphy, Bauman, and Kovac			2-3
1	FINANCE & PERSONNEL COMMITTEE	02/25/2010	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:4 - Murphy, Bauman, Coggs, and Kovac No:1 - Dudzik			4-1
1	CITY CLERK	02/25/2010	DRAFT SUBMITTED		
Action Text: This Charter Ordinance was DRAFT SUBMITTED					
1	COMMON COUNCIL	03/02/2010			

Text of Legislative File 091274

..Number
091274
..Version
SUBSTITUTE 1
..Reference

..Sponsor

THE CHAIR

..Title

A substitute charter ordinance relating to annual valuations of the assets and liabilities of the employees' retirement system.

..Sections

36-02-3.2 cr
36-02-3.5 cr
36-02-3.7 cr
36-02-8.2 cr
36-02-17.5 cr
36-08-6-h-2 am
36-15-15 ra
36-15-15-b cr

..Analysis

This charter ordinance provides that, beginning with the valuation of the assets and liabilities of the employees' retirement system that determines employer contributions due and payable January 31, 2011, the system's actuary shall employ a 5-year asset smoothing period and an asset valuation corridor that allows for a variation between the market value and actuarial value of assets of 20%. The actuary shall calculate amortization of the unfunded liability based on a level percent of payroll amortization. The actuary shall apply a closed amortization method to a 24-year amortization period until the amortization period is reduced to the expected future working lifetime of the active system's population, calculated separately for police, fire and general city members.

The charter ordinance also provides that no changes will be made to the amortization and smoothing methods described in the preceding paragraph without written certification from the annuity and pension board's actuary "that any such changes comply with Actuarial Standards of Practice."

..Body

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

Part 1. Section 36-02-3.2, 3.5, 3.7, 8.2 and 17.5 of the city charter is created to read:

36.02 Definitions.

3.2. AMORTIZATION PERIOD shall mean the period of time over which unfunded liability, if any, is amortized.

3.5 ASSET SMOOTHING PERIOD shall mean the length of time over which changes in the market value of assets are converted to actuarial values.

3.7 ASSET VALUATION CORRIDOR shall mean the maximum variance between the market value of assets and the actuarial value of assets that may be used in the annual valuation.

8.2 CLOSED AMORTIZATION PERIOD shall mean a schedule for amortizing unfunded liability that decreases by one year annually.

17.5 LEVEL PERCENT OF PAYROLL AMORTIZATION shall mean a trend in the amortization payments needed, if any, to eliminate unfunded liability, expressed as a constant percentage of projected payroll.

Part 2. Section 36-08-6-h-2 of the code is amended to read:

36-08. Method of Financing.

6. CITY CONTRIBUTIONS.

h. Combined Fund.

h-2. Any difference between the actuarial accrued liability as defined in subd. 1, and the sum of the actuarially determined value of the assets of the combined fund plus any unamortized bases established under this par. in prior valuations, shall be amortized [[over a period which will not exceed 30 years from the valuation date on which such difference is established]] >>as directed in s. 36-15-15-b<<; provided that as part of the valuation next following a fiscal year in which the city and city agency contributions are zero due to application of the 100% funded status limitation of this par. the actuary may eliminate any previously established amortization schedules and bases and shall recalculate a new "fresh-start" amortization schedule. Future payroll growth may be taken into account in the amortization process.

Part 3. Section 36-15-15 of the city charter is renumbered 36-15-15-a and amended to read:

36-15. Administration.

15. ANNUAL VALUATIONS. a. On the basis of such tables as the board shall adopt, the actuary shall

make an annual valuation of the assets and liabilities of the funds of the retirement system. >> This annual valuation shall comply with Actuarial Standards of Practice and shall contain a certification from the board's actuary to that effect. For the purposes of the annual valuation, the actuary shall employ the projected unit credit actuarial cost method.<<.

Part 4. Section 36-15-15-b of the city charter is created to read:

b. Beginning with the valuation that determines employer contributions due and payable January 31, 2011, the actuary shall employ a 5-year asset smoothing period and an asset valuation corridor that allows for a variation between the market value and actuarial value of assets of 20%. The actuary shall calculate amortization of unfunded liability based on a level percentage of payroll amortization. The actuary shall apply a closed amortization method to a 24-year amortization period, until the amortization period is reduced to the expected future working lifetime of the active population, calculated separately for police, fire and general city members. Beginning with the valuation that determines employer contributions due and payable January 31, 2011, the board shall provide a copy of the final annual valuation, as certified by the board, to the mayor and the common council no later than August 15. No changes shall be made to this paragraph without written certification from the board's actuary that such changes comply with Actuarial Standards of Practice.

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

..LRB

APPROVED AS TO FORM

Legislative Reference Bureau

Date: _____

..Attorney

IT IS OUR OPINION THAT THE ORDINANCE
IS LEGAL AND ENFORCEABLE

Office of the City Attorney

Date: _____

..Requestor

..Drafter

LRB09339-4

BJZ:lp

2/19/10

GRANT F. LANGLEY
City Attorney

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



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

February 23, 2010

Alderman Michael Murphy
Alderman, 10th District
Room 205 – City Hall

Re: Charter Ordinance Relating to Annual Valuations of the
Assets and Liabilities of the Employees' Retirement System

Dear Alderman Murphy:

Common Council File 091274, proposed substitute B, contains a charter ordinance amendment relating to annual valuations of the assets and liabilities of the Employees' Retirement System (ERS). You ask whether the Common Council may legally adopt this file. For the reasons stated below, we conclude that it may.

The Annuity and Pension Board's actuary is required by sec. 36-15-15 of the Charter to make an annual valuation of assets and liabilities of the pension fund. The annual valuation determines the City's and city agencies' annual contributions to the fund. Section 36-08-6 specifies that the actuary is required to use the projected unit credit method to make the valuation. The board's actuary has used the projected unit credit method annually since 1995, when the method was adopted by the Common Council in Charter Ordinance file #942017.

That Charter Ordinance, however, does not state all of the assumptions the actuary does make to apply the method. Those assumptions concern averaging periods (smoothing) and financing (amortization) methods generally referred to as the "funding policy." The board annually approves the actuary's valuation and certifies the contributions due from the City and the city agencies. Sec. 36-08-6-e. In approving the actuary's valuation report, the board adopts the funding policy applied by the actuary in the report.

In August of 2009, the Annuity and Pension Board (board), with the approval of its actuary, adopted a new funding policy that governed the 2009 valuation. Prior

to its adoption, the board's actuary informed the board in writing that the proposed funding policy is "reasonable," and "within the bounds of responsible actuarial practice." The actuary explained that the new policy modifies certain policy components "within actuarially sound parameters." (Letter of August 14, 2009, attached hereto.)

The new funding policy provides as follows:

1. The actuary shall employ a 5-year asset smoothing period and an asset valuation corridor that allows for a variation between the market value and actuarial value of assets of 20%.
2. The actuary shall calculate amortization of the unfunded liability based on a level percent of payroll amortization.
3. The actuary shall apply a closed amortization method to a 24-year amortization period until the amortization period is reduced to the expected future working lifetime of the active system's population, calculated separately for police, fire and general city members.

By adopting the proposed amendment, the funding policy, which was approved by the board's actuary and adopted by the board, will be codified as part of Chapter 36. The charter ordinance also provides that the board's actuary must certify that the annual valuation conforms to Actuarial Standards of Practice and that no changes will be made to the funding policy described in the amendment without written certification from the board's actuary that the changes comply with Actuarial Standards of Practice.

The effect of this change is that any future changes to the funding policy, which would require "written certification from the board's actuary that such changes comply with Actuarial Standards of Practice," would have to be made by the Common Council via an amendment to the charter ordinance. The board would no longer have authority to change those parts of the funding policy specifically addressed in Chapter 36 by majority vote; instead, a change in those funding policies, because they are in a charter ordinance, would require a two-thirds vote of the Common Council.

The Wisconsin Legislature, in granting the City home-rule authority over its pension plan, empowered the City to amend the law governing the pension system, provided no amendment “shall modify the annuities, benefits, or other rights of any persons who are members of the system prior to the effective date of such amendment.” Sec. 36-14. Although the proposed amendment does not change the benefits of any member, it raises the question whether a change in the funding policy could in some cases violate the participants’ property rights to their benefits by undermining the financial stability of the pension fund.

In *Wisconsin Professional Police Association v. Lightbourn*, 2001 WI 59, 243 Wis. 2d 512, 627 N.W.2d 807, the court, in an exhaustive opinion concerning the state’s pension plan reviewed all prior applicable Wisconsin cases. The court held that participants in a public pension plan have contractual rights to their benefits, but the participants do not have “a property right to determine exactly how employers fulfill their benefit commitments . . . without showing some tangible injury.” *Id.* Par. 179. The court also held the participants have no “right in a particular regimen of employer funding . . . or the timing of employer required contributions” unless the changes threaten “the security of the trust fund.” *Id.* Par. 176.

The *Lightbourn* case does not identify what kind of changes to a funding policy would constitute a tangible injury. Nevertheless, the case supports the conclusion that a change to a public pension funding policy that is reasonable, that is within the bounds of responsible actuarial practice, and that modifies certain policy components within actuarially sound parameters, is a lawful change because it does not deprive participants of their contractual rights to benefits or cause tangibly injure to their property rights.

The Employees’ Retirement System is, for the most part, not governed by the Employees’ Retirement Income Security Act (ERISA). Nevertheless, courts often look to ERISA for guidance to resolve questions concerning public pension plans. A number of cases filed under ERISA have held that when an employer exercises discretionary authority and control over an activity covered by the statute, the employer becomes a fiduciary for purposes of those acts only. *Siskind v. Sperry*

Alderman Michael Murphy
February 23, 2010
Page 4

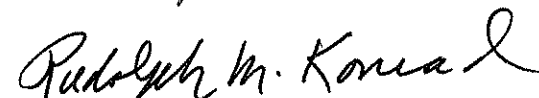
Retirement Program, Unisys, 47 F.3d 498, 505 (2d Cir. 1995); *Amato v. Western Union International*, 773 F.2d 1402, 1416 (2d Cir. 1985). There is, therefore, support for the conclusion that the Common Council acts as a fiduciary when it adopts a funding policy.

Accordingly, the proposed ordinance contains two safeguards to ensure fiduciary standards are met when the Common Council acts. First, the charter ordinance provides that the board's actuary must certify that the annual valuation conforms to Actuarial Standards of Practice; and, second, that no changes shall be made to the funding policy described in the amendment without written certification from the board's actuary that the changes comply with Actuarial Standards of Practice.

Very truly yours,



GRANT F. LANGLEY
City Attorney



RUDOLPH M. KONRAD
Deputy City Attorney

RMK:lmb
enclosure
1033-2010-482:155367



August 14, 2009

Annuity and Pension Board
Employees' Retirement System
City of Milwaukee
Attn: Jerry Allen
789 North Water Street
Suite 300
Milwaukee, WI 53202

Re: City of Milwaukee Employees' Retirement System – Proposed Funding Policy

Board Members:

As you are aware, Buck Consultants has reviewed the proposed funding policy for the City of Milwaukee Employees' Retirement System and finds it to be a reasonable funding policy, within the bounds of responsible actuarial practice. The proposed policy modifies certain policy components within actuarially sound parameters, helps maintain funding requirements and achieves a balance between being sensitive to the current economic environment and contribution volatility.

The undersigned is a member of the American Academy of Actuaries and meets the Academy's Qualification Standards to issue this Statement of Actuarial Opinion.

The undersigned is available for the special meeting of the Board scheduled for August 27, 2009. In the interim, if you have any questions regarding funding policy, please call me at (312) 846-3669.

Sincerely,

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

LL:pl
12736/C6678RET01-Prop-Fund-Policy.doc

cc: Marco Ruffini, Buck Consultants

February 22, 2010

Common Council File 091274 contains a substitute charter ordinance relating to annual valuations of the assets and liabilities of the employees' retirement system (ERS).

Public sector defined benefit pension plans, such as the ERS, use an annual actuarial valuation to determine the plan's assets and liabilities. The results of the annual valuation determine the annual employer {plan sponsor} contribution to the plan.

The ERS has used the projected unit credit method (PUCM) since the mid-1990's. While use of the PUCM was established via charter ordinance in 1995, this proposed charter ordinance explicitly states the PUCM as the actuarial cost method for the system.

The annual valuation also uses various financial and projection techniques that collectively are referred to as the "funding policy". In August of 2009 the Annuity and Pension Board adopted a funding policy that guided the most recent annual ERS valuation. Enactment of this charter ordinance also codifies the funding policy for the ERS that the Annuity & Pension Board adopted in August, 2009.


Incorporating actuarially-sound and well-defined actuarial methods in the Charter will allow for a stable fiscal planning environment for the city as ERS plan sponsor. Currently, the Budget Office projects that the city will be responsible for at least \$245 million of employer contributions over the next five years, based on the Board's funding policy and Charter requirements. Maintaining a stable planning environment will enable the city to manage the impact of these obligations on its budget, while ensuring sound funding for pension benefits.

A June 16, 2009 letter from the Budget and Management Director to the Board's actuary, which is included in this file, describes the funding policy that the Board adopted in 2009 and which is incorporated in this proposed charter ordinance. The funding policy is well within the mainstream of actuarial practices that Public Employee Retirement Systems (PERS) use. The primary impact of the funding policy, compared to the policy previously in effect, is to reduce the potential volatility of employer contributions. A June 26, 2009 response from the Board's actuary to the Budget and Management Director, also included in this file, indicates that this funding policy is reasonable and within the bounds of responsible actuarial practice.

Adoption of this proposed charter ordinance does not diminish any benefit obligation to ERS members, nor does it alter the city's responsibility to provide for the entire contribution that the actuarial valuation determines is necessary. The proposed Substitute version also provides that the Board's actuary shall certify that the annual valuation complies with appropriate actuarial standards, and that no changes may be made to the provisions incorporated in this proposed Charter ordinance unless the Board's actuary certifies that such changes comply with actuarial standards. The City Attorney has indicated that

providing for an actuarially sound approach to funding benefit obligations through the City Charter does not diminish the benefit of any ERS member.

RECOMMENDATION: ADOPT SUBSTITUTE B TO FILE 091274

A handwritten signature in cursive script, reading "Mark Nicolini".

Mark Nicolini
Budget and Management Director

MN:dmr

FINANCE:Speedreplies:091274sr



**City
of
Milwaukee**

*INTERDEPARTMENTAL CORRESPONDENCE
LEGISLATIVE REFERENCE BUREAU
RESEARCH & ANALYSIS SECTION*

MEMO

To: Finance and Personnel Committee
From: Mary Turk, Legislative Fiscal Analyst - Lead
Date: 2/22/10
Subject: File Number 091274, Charter Ordinance Relating to Annual Valuations of the Assets and Liabilities of the Employees' Retirement System

The purpose of File Number 091274 is to codify, that is, place into Chapter 36 of the City Charter, the action taken by the Annuity and Pension Board at its August 27, 2009 meeting approving a policy modifying current policy relating to the calculation of the Board's annual request in terms of the City of Milwaukee's annual pension contribution to the pension fund. The modification was developed by the Department of Administration, Budget Division and was reviewed twice (letters of June 26 and August 14, 2009) by the Board's actuary, Buck Consultants, which stated that the proposed policy is a "reasonable funding policy, within the bounds of responsible actuarial practice. The purposed policy modifies certain policy components within actuarially sound parameters, helps maintain funding requirements and achieves a balance between being sensitive to the current economic environment and contribution volatility." The letters were signed by a member of the American Academy of Actuaries who meets the Academy's Qualification Standards to issue a Statement of Actuarial Opinion.

Furthermore, as part of this codification, Substitute B of the charter ordinance, which will be offered for consideration at the Finance Committee's meeting of February 25, 2010, specifies that any future changes to the funding of city pension contributions with respect to amortization and smoothing methods, shall not be made "without written certification from the board's [Annuity and Pension Board] actuary that any such changes comply with Actuarial Standards of Practice."

The modification of the funding policy proposed in the charter ordinance is designed to continue the financing of retirement benefits in an actuarially responsible manner, and manage the volatility of pension contributions needed from the City to finance the pension fund. The Board approved the modification by a 5-3 vote. A number of the modifications in the policy, for example, increasing the asset smoothing period from 3 to 5 years, and modifying the amortization payment from level dollar amortization to level percent of payroll amortization, are common practices for public employee retirement systems.

It should be noted that the Wisconsin Legislature created the Milwaukee Employees' Retirement System in 1937, made changes in the system until 1947, and in 1947 gave the City (Common Council) home rule power to make further changes in the system via charter ordinance. Thus, the annual funding of the City's contribution to the pension system, as part of the annual budget process, would seem to be within the scope of the Common Council's authority to amend provisions of Chapter 36 of the City Charter.

It should also be noted that whether or not the Common Council approves the Annuity and Pension Board's modification of the pension contribution funding policy and codifies the policy within the City Charter, that policy as approved by the Board on August 27, 2009 stands and will continue to govern pension contributions.

LRB10078

CITY OF MILWAUKEE FISCAL NOTE

A) DATE January 29, 2010FILE NUMBER: 091274Original Fiscal Note ☒ Substitute ☐SUBJECT: A charter ordinance relating to annual valuations of the assets and liabilities of the Employees' Retirement System.B) SUBMITTED BY (Name/title/dept./ext.): Bernard J Allen, Executive Director, Employees' Retirement System, x5454

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

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

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

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

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

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

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

This ordinance codifies the current ERS funding policy.

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

Milwaukee Retired Police Association

P.O. Box 340877
Milwaukee, WI. 53234-0877
www.milrpa.com



Finance & Personnel Committee
200 E. Wells Room 205
Milwaukee, WI 53202

February 17, 2010

Re. Common Council File 091274

To: The Finance & Personnel Committee of the Common Council of the City of Milwaukee

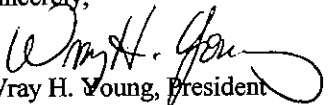
Dear Committee members,

I am writing to you on behalf of the 950 member Milwaukee Retired Police Association (MRPA), all of whom are retirees of the City of Milwaukee Employee's Retirement System (CMERS). The MRPA asks to be recorded in opposition to File 091274, and requests that the Finance Committee place this matter "on file". It is our belief that the purpose of File 091274 is to take control of the decision making process from the CMERS Pension Board Trustees, responsible under the law for certifying and collecting the annual employer contribution, and to place it into the hands of a party (the City of Milwaukee Common Council), whose principal financial interest is in minimizing that annual contribution.

The CMERS Pension Board trustees are fiduciaries, who while making financial decisions regarding the Milwaukee Pension Fund, have a fiduciary obligation imposed by law, to the beneficiaries, including all members of the MRPA. They have the express duty to act exclusively in the long term best financial interests of the beneficiaries. On the other hand, Common Council members are not CMERS trustees, and as such, do not have fiduciary obligations to the CMERS beneficiaries. If file 091274 is adopted, it is quite predictable that future funding policies for the Pension Fund will be determined by the Common Council with some degree of political considerations. CMERS retiree's long term funding interests could very well become eroded by short term political expediency. Further, since Common Council members have legislative immunity from the consequences of their legislative actions, the CMERS beneficiaries will have no legal remedy against the offenders.

On behalf of the MRPA, I am requesting that the Common Council Finance Committee take the most prudent course of action and place this matter on file.

Sincerely,


Wray H. Young, President
Milwaukee Retired Police Association
4336 W. Cleveland Ave.
Milwaukee, WI 53219
414-321-0871
wrayyoung149@yahoo.com

C: Bernard J. Allen, Executive Director CMERS
CMERS A & P Board Members

WRAY YOUNG President
TED ENGELBART 1st VP
JON JOHNSON 2nd VP
MARIANNE SWATKOWSKI Secretary
JOE SCHONER Treasurer

Trustees: DOROTHY COLBURN
BERNICE POWELSKI
JOYCE MICHALEK
MIKE STROESSNER
NEAL LEHMAN



MILWAUKEE RETIREE ASSOCIATION
AFSCME CHAPTER 48
PO BOX: 342055
MILWAUKEE, WISCONSIN 53234



OFFICERS

President
Carol Graham
Vice President
Thomas Hayes
Treasurer
Donald Donovan
Secretary
Walter Powers

414-297-9215

Email: mrac48@yahoo.com

WEB Site:

<http://www.afscme48.org/retirees.html>

EXECUTIVE BOARD

Janet Bischoff	Roger Oldenburg
Jean Burnside	Aggie Stearns
William Carey	Harry Stein
Jeanne Hartmann	

February 09, 2010

Finance & Personnel Committee
200 E Wells Room 205
Milwaukee WI 53202

Re: Common Council File 091274

To: The Finance & Personnel Committee of the Common Council of the City of Milwaukee

Dear Committee members,

I am writing at the behest of the Milwaukee Retiree Association, "MRA". The MRA has approximately 3000 dues paying members, all of whom are retirees of the City of Milwaukee Employee's Retirement System, "CMERS". The MRA asks to be recorded in opposition to File 091274. The MRA asks the Committee to recommend that the matter be placed on file.

The funding policies underlying the 2009 annual employer pension contribution were adopted by the CMERS Board of Trustees and met with the approval of the City Budget Office. File 091274, would change the process and legislatively ordain the funding policies to underlie the determination of the 2010 annual employer pension contribution.

Since the funding policies for 2010 as set forth in the File mimic the funding policies recently approved by the CMERS Trustees for 2009, I can only conclude that the sole purpose for the File is to wrest control of the decision making process from the CMERS Trustees responsible under the law for certifying and collecting the annual employer contribution and to place it in the hands of a party who has a pecuniary interest in minimizing the annual contribution. This proposed change is in direct conflict with CMERS declared responsibility to advance fund the accrued pension liability. To use the old adage, File 091274 is clearly a fox in the henhouse type of proposal. The conflict of interest inherent in the proposal alone should be enough for its rejection out of hand.

However, there is an even more compelling reason for rejection that pertains to the status of MRA members as CMERS beneficiaries. Trustees are fiduciaries. In making their decisions fiduciaries have several so called "fiduciary obligations" to the beneficiaries including the retirees represented by the MRA. Important among those are the obligations of care and loyalty. The concept of these duties is simple. Trustees as fiduciaries have the duty to use their skills, exercise a high degree of prudence and act exclusively in the long term interests of the beneficiaries. As a result, last year when the Board of Trustees of CMERS adopted funding policies to govern the determination of the 2009 employer contribution, beneficiaries of CMERS had the reasonable expectation that their long term interests were protected in the process. They

also had the comfort of knowing that they had a legal remedy for “breach of fiduciary duty” if their interests were not being protected.

The same cannot be said for Common Council legislation. Common Council members are not CMERS trustees. They do not have fiduciary obligations to the CMERS beneficiaries. If File091274 is adopted, retirees will lose their expectations and no longer have comfort of knowing there is a remedy available if CMERS doesn’t meet its funding obligations. Indeed, it seems predictable that future determinations will be governed to some degree by political considerations. If this continues, the retirees’ long term funding interests will become eroded by short term political expediency. And, because legislators have legislative immunity from the consequences of their legislative actions, beneficiaries will not have a legal remedy against the offenders.

As a signatory to the Global Pension Settlement the MRA believes the expectations beneficiaries currently have are not unilateral expectations on their part. As a signatory to the Global Pension Settlement, the City surely understands that the beneficiaries’ expectations are the mutual expectations of all parties to the Agreement. I hope members of the Committee will take the prudent course for a signatory and join the MRA in recommending that the matter be placed on file.

Sincerely,

A handwritten signature in cursive script, appearing to read "Carol M. Graham".

Carol M. Graham, President
Milwaukee Retiree Association
5163 W Jerelyn Pl
Milwaukee, WI 53219
414-321-7715
carolmitter@sbcglobal.net

C: CMERS A& P Board Members

Bernard J. Allen, Executive Director CMERS
City of Milwaukee Representative Unions
Milwaukee Retiree Associations
MRA Executive Board



Department of Administration
Budget and Policy Division

June 16, 2009

Tom Barrett
Mayor

Sharon Robinson
Administration Director

Mark Nicolini
Budget and Management Director

Ref: 09028

Mr. Larry Langer
Principal and Consulting Actuary
Buck Consultants, An ACS Company
One North Dearborn, Suite 1400
Chicago, IL 60602-4336

Subject: Proposed Funding Policy

Dear Mr. Langer:

The following describes our proposed funding policy.

Pursuant to our consulting engagement, the City Administration requests your opinion as to whether this proposal is within actuarially responsible parameters.

Thank you very much.

Please call me at 414-286-5060 if you have any questions.

Sincerely,

Mark Nicolini
Budget and Management Director

MN:cei

attachment

Budget/10Budget/I-II-policy-dr3(3).doc

Proposal

Modify certain components that are used in the annual valuation of the City of Milwaukee Employees' Retirement System

Objectives

1. Continue to finance retirement benefits in an actuarially responsible manner.
2. Manage the volatility of contributions needed from the City to finance the Plan.

Elements of Proposal

1. Increase the asset smoothing period from three to five years
 - Smoothing reduces the impact of any one year's investment return on the funded status of the Plan.
 - The majority of Public Employee Retirement Systems (PERS) use a four-year or five-year smoothing period.
 - An expanded smoothing period is consistent with the potential for greater volatility in financial markets.
2. Expand the variance between the market and actuarial value of assets (Asset Corridor) from 10% to 20%
 - A corridor of 20% is the most common corridor employed by PERS.
 - The corridor ensures that the smoothed value of assets does not deviate too far from the true market value.
3. Modify the amortization payment type from level dollar amortization to level percent of payroll amortization.
 - Level percent of payroll amortization facilitates budget planning.
 - Level percent of payroll amortization is the more common practice.

4. Modify the amortization period from "expected working lifetime of the active employees" to 25 years
 - The proposed period remains lower than the 30-year period allowed by City Charter and the recommended maximum period of the Government Accounting Standards Board (GASB).
 - The City's proposal to move from an open to closed amortization period (see below) will reduce the effective amortization period by one year with each annual valuation.
5. Modify the amortization method from open to closed until an amortization period of "expected working lifetime of the active employees" is reached.
 - The closed amortization approach decreases the payment period by one year each year until the unfunded liability is paid, similar to a traditional mortgage concept.
 - The proposed change to the amortization method serves to offset some of the impact of moving to a longer amortization period.
 - An amortization period of less than future working lifetime (which has generally been ten to fifteen years for CMERS) would result in a significant amount of contribution volatility.

June 26, 2009

Mr. Mark Nicolini
Budget and Management Director
Department of Administration
City Hall, Room 603
200 E. Wells St.
Milwaukee, WI 53202

Re: City of Milwaukee Employees' Retirement System – Proposed Funding Policy

Dear Mr. Nicolini:

As requested, we have reviewed you June 16th, 2009 letter on a proposed funding policy for the City of Milwaukee Employees' Retirement System and find it to be one of many existing options that is a reasonable funding policy, within the bounds of responsible actuarial practice.

The undersigned is a Member of the American Academy of Actuaries and meets the Academy's Qualification Standards to issue this Statement of Actuarial Opinion.

Please call me at (312) 846-3669 with any questions.

Sincerely,



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

LL:pl
12736/CxxxxRETxx-Nicolini.doc

cc: Marco Ruffini (Buck)



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master With Text

File Number: 091224

File ID: 091224

Type: Resolution

Status: In Committee

Version: 0

Reference:

Controlling Body: FINANCE &
PERSONNEL
COMMITTEE

Requester: BUDGET AND
MANAGEMENT
ANALYSIS DIVISION

Cost:

File Created: 01/20/2010

File Name:

Final Action:

Title: Resolution appropriating \$50,000 from the 2009 Common Council Contingent Fund account to the Assessor's Office to pay for legal consulting fees related to remissions cases.

Notes:

Code Sections:

Agenda Date:

Indexes: CONSULTANTS, CONTINGENT FUND, TAX
DEPARTMENT

Agenda Number:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Cover Letter, Fiscal Note, Contingent Fund Request,
Memo from Budget & Management Div., Hearing
Notice List

Enactment Number:

Drafter: jem

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	01/20/2010	ASSIGNED TO	JUDICIARY & LEGISLATION COMMITTEE			
	Action Text:	This Resolution was ASSIGNED TO to the JUDICIARY & LEGISLATION COMMITTEE					
0	JUDICIARY & LEGISLATION COMMITTEE	01/26/2010	HEARING NOTICES SENT		02/01/2010		
0	JUDICIARY & LEGISLATION COMMITTEE	01/26/2010	HEARING NOTICES SENT		02/01/2010		
0	JUDICIARY & LEGISLATION COMMITTEE	02/01/2010	RECOMMENDED FOR ADOPTION AND ASSIGNED TO	FINANCE & PERSONNEL COMMITTEE			Pass
	Action Text:	A motion was made by ALD. WITKOWSKI that this Resolution be RECOMMENDED FOR ADOPTION AND ASSIGNED TO to the FINANCE & PERSONNEL COMMITTEE . This motion PREVAILED by the following vote:					
	Notes:	Individuals present:					

Mark Nicolini - Budget Office
Mary Reavey - Assessor's Office

Mover: ALD. WITKOWSKI Aye:5 - Hamilton, Witkowski, Bohl, Davis, and Donovan
No:0

5-0

0 FINANCE &
PERSONNEL
COMMITTEE 02/25/2010

Text of Legislative File 091224

..Number
091224
..Version
ORIGINAL
..Reference

..Sponsor
THE CHAIR

..Title
Resolution appropriating \$50,000 from the 2009 Common Council Contingent Fund account to the Assessor's Office to pay for legal consulting fees related to remissions cases.

..Analysis
Resolution appropriates \$50,000 from the 2009 Common Council Contingent Fund account to the Assessor Office's 2009 Operating Expenditures account to cover funds related to expenses to legal consultants giving assistance to the City in remissions cases.

..Body
Whereas, To pay expenses to legal consultants giving assistance to the City in remissions cases, appropriating \$50,000 from the 2009 Common Council Contingent Fund account to the Assessor Office's 2009 Operating Expenditures account is necessary; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that an appropriation of \$50,000 from the 2009 Common Council Contingent Fund to the Assessor Office's 2009 Operating Expenditures account (#0001-2300-0001-R999-006300) be performed by the Comptroller.

..Requestor
Budget and Management Division
..Drafter
DOA Budget and Management Division
File Ref:09007 - finance/resolutions/contingent fund transfer to assessor
JEM:dmr
1/6/10

Reply to Common Council File No. 091224
From DOA-Budget and Management Division

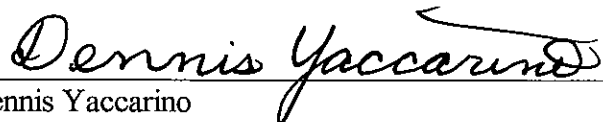
February 18, 2010

Ref: 09007

Common Council File Number 091224 contains a resolution appropriating up to \$50,000 from the 2009 Common Council Contingent Fund to the Assessor Office's Operating Expenditures. The additional costs are related to work done by a lawyer in cases involving potential remissions of taxes.

The 2009 Assessor's budget contained \$100,000 for Professional Services, including legal consultations. In early 2009, the Finance and Personnel Committee recommended that the Assessor's Office take more aggressive action against potential litigants seeking remissions against the city. Following through on the Finance and Personnel Committee recommendation resulted in a cost overrun of \$50,000. This transfer will allow the legal consultant to be paid for the work rendered for the city. The consultant efforts resulted in decisions that saved well over \$200,000 in additional potential remissions in 2009, and has allowed a reduction of \$250,000 in the Remissions of Taxes Fund in the 2010 budget. These extra legal expenses have been budgeted for in the 2010 Operating Expenditures category for the Assessor's Office.

RECOMMENDATION: ADOPT COMMON COUNCIL RESOLUTION 091224 THAT APPROPRIATES UP TO \$50,000 FROM THE 2009 COMMON COUNCIL CONTINGENT FUND TO THE ASSESSOR'S OFFICE.



Dennis Yaccarino
Budget and Policy Manager Senior

DY:dmr

FINANCE: 091224sr.doc

CITY OF MILWAUKEE FISCAL NOTE

A) DATE January 6, 2010FILE NUMBER: 091224Original Fiscal Note ☒ Substitute ☐SUBJECT: Appropriate \$50,000 from Common Council Contingent Fund to Assessor Office's Operating Expenditures.B) SUBMITTED BY (Name/title/dept./ext.): Jacob Miller, Budget and Management Analyst, DOA- Budget and Management Div. 286-5588

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Legal consulting expenses related to remissions cases.	0001-2300-R999-006300	\$50,000		
TOTALS					

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

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

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

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

FINANCE & PERSONNEL COMMITTEE

CONTINGENT FUND REQUEST INFORMATION FORM

DEPT.: Assessor CONTACT PERSON & PHONE NO.: Jacob Miller, 286-5588

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.

Request \$50,000 from the Common Council Contingent Fund to the Operating Expenses account (class 006300) for the Office of Assessor (Department 2300).

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.

The purpose is reimbursement for legal expenses related to litigation in remissions cases. This legal assistance was instrumental in victories for the Assessor's Office which resulted in significantly reduced remissions expenses in 2009. It also complements a recommended course of action from the Common Council regarding litigation actions by the City in remissions cases.

3. Describe the circumstances which prompt the request.

The charge for legal services is approximately \$89,000, above the expected amount in the 2009 budget, and above the remaining amount in the Assessor Office's Operating Expenditures account.

4. What are the consequences of not providing the program, service, or activity which is funded by this request?

The lawyers providing the legal services for the Assessor's Office will not be paid, and will go against the Common Council's stated directive.

5. Explain why funds authorized in the Budget are insufficient to provide for the program, service, or activity in question.

There are \$44,000 remaining in Operating Expenditures for the Assessor's Office as of early December, and reductions in the 2009 budget in Assessor Operating Expenditures combined with the increased needs for litigation expenses have led to there not being enough funds in this account to fully pay for the services provided.

- 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?

Part of the remaining Operating Expenditures balance will be used to pay for these expenses, and it is anticipated that a small transfer will be made from the Assessor's Office's Salary Account will also be utilized to help pay for this.

- 5b. What are the consequences of using budgeted operating funds for this request?

Using all remaining Operating Expenditures for this account will mean that the provider of legal services will not receive timely compensation for services rendered, and will hinder the ability of the Assessor's Office to pay regular, end-of-year expenses.

6. State why funding was not included in the Budget.

\$100,000 in funding was included in the Professional Services sub-account for 2009. However, there were more cases with high remissions potential litigated than anticipated in Fall 2008, when the 2009 budget was developed. This, along with the directive of the Common Council to fight for more favorable terms in these cases, led to increased litigation expenses.

7. Will the conditions prompting the request be limited to the current year, or will they continue into the following year?

It will be limited to this year, as the Professional Services sub-account was increased by \$180,000 in the 2010 Budget, and the Remission of Taxes Special Purpose Account decreased by \$250,000, to reflect the new emphasis on litigating remissions cases.

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 level of service authorized 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 level of service higher than that authorized by the Budget? ☒ YES ☐ NO

*If yes, why is a higher service level necessary?

Increased dedication to combating remissions cases than anticipated at the start of 2009, based on needs and wishes of members of the Common Council.

*What is the estimated amount of additional service units to be provided if the entire Contingent Fund request is approved?

Increased Professional Services payments of approximately \$70,000 compared to budgeted figures.

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?

Expected payments from the Remission of Taxes Fund will decrease in future years based on exhibition of willingness to litigate remissions cases.

13. What reductions to performance measures are expected if the request is not approved?

Possible increased usage of the Remission of Taxes fund and reduced ability to hire outside counsel in specialized cases.

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 (6 COPIES)
Special 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 307, City Hall (2 COPIES)