Summary of Wage and Fringe Benefit Modifications in the Tentative Agreement Between the City of Milwaukee and The Association of Municipal Attorneys Three-year Agreement CC# 070024

1. <u>Duration, Article 1:</u> Three year: January 1, 2007 through December 31, 2009.

2. Base Salary, Article 12:

- a. Effective Pay Period 1, 2007, a 2% across the board increase over Pay Period 26, 2006 wage rates.
- b. Effective Pay Period 1, 2008, a 1% across the board increase over Pay Period 26, 2007 wage rates.
- c. Effective Pay Period 14, 2008, a 1% across the board increase over Pay Period 13, 2008 wage rates.
- d. Effective Pay Period 1, 2009, a 1% across the board increase over Pay Period 26, 2008 wage rates.
- e. Effective Pay Period 14, 2009, a 1% across the board increase over Pay Period 13, 2009 wage rates.
- f. Within 60 days following the execution date of the 2007-2009 Agreement, all employees who are capable of maintaining a financial relationship with a banking institution shall participate in direct deposit of pay checks.

3. Health Insurance, Article 13:

- a. <u>Basic Plan</u>: Effective the first full calendar month following implementation of a Health Risk Assessment (HRA), including basic biometrics and a blood draw, but not sooner than December 1, 2009, increase the monthly employee contribution to \$85 single/\$170 family. The monthly employee contribution shall increase \$20 per month for each adult (maximum of two, not including dependent children) who does not participate fully in the HRA. For employees with single coverage and for employees and their spouse (if applicable) with family coverage who fully participate in the HRA and who do not smoke (as determined by the HRA), the monthly contribution shall be \$75 per month for single coverage and \$150 per month for family coverage.
- b. <u>HMO</u>: Effective upon execution of the Agreement, eliminate requirement to offer an HMO. City may offer an exclusive provider organization with a South Eastern Wisconsin network and no coverage outside of network. Effective the first full calendar month following the execution of this

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

- c. Wellness and Prevention Program and Committee shall be established to promote wellness and prevention of illness among employees and their families. The City shall not spend more than two million dollars, annually, Citywide, including the cost of conducting the HRA, on the Wellness and Prevention Program.
- d. For a limited benefit employee in active service, or who retires, or receives a duty disability retirement allowance during the term of this Agreement effective the first full calendar month following implementation of the annual HRA but not sooner than December 1, 2009, in addition to the employee contribution specified in subsections 13.3.a.(1) and (2) of this Agreement for active employees, such employees shall also contribute the amount toward meeting the subscriber cost in the Plan elected as specified in subsections 13.5 of this Agreement

4. Pension Benefits, Article 15:

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

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

5. Parking and Mileage Allowance, Article 17:

The first full month following the execution date of this Agreement, the City shall reimburse an eligible Assistant City Attorney for each mile driven on authorized official City business at the IRS standard mileage rate (On 1/1/09, the IRS standard mileage rate is \$0.55 cents per mile) subject to the following conditions:

- a. An eligible employee is an Assistant City Attorney assigned to the Community Prosecution Unit who is required to use their private automobile for authorized official City business related to his/her Community Prosecution Unit assignments, except that an eligible employee is not entitled to any mileage reimbursement for travel to any Court in the City of Milwaukee.
- b. An eligible employee shall submit a record of mileage incurred on City business during the month and attest to the accuracy of such mileage on a form approved by the Comptroller. All private automobile reimbursement payments to employees exceeding 1,000 miles monthly shall be concurred by the Finance and Personnel Committee before payment is made.
- c. Reimbursement forms shall be submitted on a monthly basis no later than on or before the last workday of the following month.
- d. Reimbursements shall be made as soon as administratively practicable after the completed forms have been submitted.
- e. An employee who is required to have a private automobile available for use on City business shall have at least the minimum insurance coverage prescribed by state law and shall have declared the use of his/her automobile on City business to his/her insurance company to protect the City's interests. It shall be the responsibility of the department head to see that the employee is adequately covered by such insurance before he/she approves the use of a private vehicle on City business and reimbursement for such use.

5. <u>Tuition Reimbursement, Bar Dues Payment and Educational Expense, Article 16:</u>

Assistant City Attorneys may use any amount of the combined maximum tuition reimbursement to pay for membership in job related professional organizations according to the guidelines established by the Department of Employee Relations.

6. Sick Leave Control Incentive Leave, Article 20:

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

7. <u>Layoffs:</u>

The City agrees that there will be no layoffs of Association employees from October 15, 2009 through December 31, 2009 with the exception of seasonal layoffs and loss of grant funding.

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

8. Furlough:

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

9. <u>City Letter:</u>

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

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

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