

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF MILWAUKEE  
AND  
THE ASSOCIATION OF MUNICIPAL ATTORNEYS

Effective January 1, 2010 thru December 31, 2011

**PREAMBLE**

This Agreement, is made at Milwaukee, Wisconsin, pursuant to and in discharge of the obligations under Section 111.70, Wisconsin Statutes, of the City of Milwaukee, hereinafter referred to as the "City" and the Association of Municipal Attorneys, hereinafter referred to as the "Union."

The parties are desirous of reaching an amicable understanding governing the employer-employee relationship and entering into a complete agreement covering rates of pay, hours of work and conditions of employment of members of the bargaining unit.

Each of the parties has had an unlimited right and opportunity in meetings which the parties have held, to make any and all demands and proposals with respect to rates of pay, hours of work, and conditions of employment and all incidental matters pertaining thereto.

The parties intend that this agreement is to be consistent with the legislative authority of the City's Common Council, with state statutes, and insofar as applicable, the rules and regulations of the City Service Commission.

The parties intend that there be no abrogation of the duties, obligations or responsibilities of the City, its agencies or departments, except as expressly limited herein.

## **ARTICLE 1**

### **DURATION**

- 1.1. This Agreement shall commence on January 1, 2010, and shall terminate at midnight on December 31, 2011.
- 1.2. Either party may reopen the contract by notice served upon the other not earlier than July 1, 2011, nor later than August 1, 2011, indicating areas in a succeeding contract in which changes are requested. Negotiations shall begin promptly thereafter and the parties pledge their earnest efforts to achieve agreement on or before December 31, 2011.
- 1.3. Either party to this Agreement may select a negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of Section 111.70, Wisconsin Statutes. No consent from either party shall be required in order to name a negotiator or negotiators.

## **ARTICLE 2**

### **SUBORDINATE TO CHARTER**

- 2.1. This Agreement shall, in all respects, be subject and subordinate to the provisions of the Milwaukee City Charter in effect at the time of execution of the Agreement; to the provisions of the rules and regulations of the City Service Commission of City, within its statutory jurisdiction; and to the Statutes of the State of Wisconsin.

### **ARTICLE 3**

#### **ORDINANCE AND RESOLUTION REFERENCES**

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

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

- 4.1. The Union and the members of the bargaining unit recognize and acknowledge the character of the Office of City Attorney as the Office of an elected official of the City possessing the powers and charged with responsibility prescribed by Charter Ordinances and Ordinances of the City of Milwaukee, and further recognize that it is staffed by Assistants uniquely responsible to the City Attorney for the expeditious and satisfactory performance of their assigned duties in the accomplishment of the City Attorney's responsibilities.
- 4.2. The Union recognizes the right of the City and the City Attorney to operate and manage their affairs, in accordance with all applicable laws, ordinances, resolutions and executive orders. Any power or authority which the City has not officially abrogated, delegated or modified by this Agreement is retained by the City.
- 4.3. The Union recognizes the exclusive right of the City to determine the number, structure and location of departments and divisions; the kinds and number of services to be performed; the right to determine the number of positions and the classifications thereof to perform such service; the right to direct the work force; the right to assign work; the right to schedule employees; the right to subcontract work; the right to establish qualifications for hire, promotion and demotion; the right to test and to hire, promote, retain, to transfer and make assignments, subject to City Service procedures and the terms of this contract related thereto; the right to suspend, discharge, terminate, demote or take other disciplinary action for cause; the right to lay off employees; the right to maintain efficiency of operations by determining the method, the means and the personnel by which such operations are conducted; and to take whatever other actions are deemed by the City and/or the City Attorney reasonable or necessary to carry out the duties of the City Attorney.
- 4.4. The City and City Attorney reserve the right to make reasonable work regulations.
- 4.5. The City and City Attorney reserve total discretion with respect to the function or

mission of the department, its budget, organization, and the technology employed in performing the work.

## **ARTICLE 5**

### **SPECIAL COUNSEL**

- 5.1. Nothing in this Agreement shall abridge or diminish the powers of the City or City Attorney to retain special counsel; or to contract with non-employees of the City for performance of legal services.

## **ARTICLE 6**

### **UNION RECOGNITION**

- 6.1. The City recognizes Union as the exclusive collective bargaining agent for Assistant City Attorneys.
- 6.2. This article is intended to describe the bargaining representative and bargaining unit covered by this agreement and is not intended for any other purpose.



## **ARTICLE 7**

### **PROBATIONARY EMPLOYEES**

- 7.1. An individual appointed to an Assistant City Attorney position shall serve a twelve-month probation period, which may be extended by the City Service Commission.

## **ARTICLE 8**

### **UNION SECURITY**

- 8.1. An employee may authorize the City to deduct Union dues from his/her paycheck by executing an authorization card and submitting it to the City Labor Negotiator. The check-off shall become effective two (2) pay periods after filing.
- 8.2. For those employees who do not authorize Union dues deduction, the City will deduct a fair share amount which is the uniform amount certified by the Union as the proportionate share of dues for non-members.
- 8.3. Union dues and the fair share amount shall be remitted to the Treasurer of the Union within ten (10) days after the payday upon which such deduction was made.
- 8.4. The Union shall file a report with the City Labor Negotiator certifying the amount of the employee dues deduction that is uniformly required of all employees represented by the Union. Changes in uniform employee dues or fair share amounts to be deducted shall be certified by the Union and filed with the City Labor Negotiator at least four (4) weeks before the start of the pay period the changed deduction is to be effective.
- 8.5. The City will provide the Union with a list of employees from whom dues or fair share deductions were made with each biweekly remittance to the Union.
- 8.6. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reasons of action taken or not taken by the City for the purpose of complying with the provisions of this Article.

## **ARTICLE 9**

### **UNION NEGOTIATING COMMITTEE**

- 9.1. The Union shall advise the City of the names of its negotiators. The provisions of this Article shall be limited to negotiations during normal work hours with respect to wages, hours and conditions of employment. One or more representatives from the Union shall be paid regular base salary up to a combined maximum of forty-eight hours for time spent in negotiation of a successor contract. No payment will be made for time in excess of eight hours per day. Reasonable travel time to and from site of meeting will be allowed.
- 9.2. The name of the duly chosen representatives of the bargaining unit attending a meeting shall be submitted to the City Labor Negotiator sufficiently in advance of scheduled meetings so as to permit notification of the City Attorney.
- 9.3. The City Labor Negotiator shall administer the provisions of this section.

## **ARTICLE 10**

### **UNION RESPONSIBILITIES**

- 10.1. Except as specifically provided herein, no Union member or officer shall conduct or engage in any Union business on City time or premises, nor shall Union meetings be held on City time or premises.
- 10.2. The City will furnish for the Union two bulletin boards, one shall be located in the main City Attorney office and the other shall be located in the prosecution offices of the City Attorney. The boards shall be used only for the following notices and announcements:
  - (a) Recreational and social affairs of the Union.
  - (b) Union meetings.
  - (c) Union elections.
  - (d) Reports of Union committees.
- 10.3. Notices and announcements shall not contain anything political or controversial or any thing reflecting upon the City, any of its officers or employees, or any labor organization among its employees. No material, notices, or announcements which violate the provisions of this section shall be posted.
- 10.4. Any violations of this section shall entitle the City to cancel immediately the provisions of this section and remove the bulletin board.

## **ARTICLE 11**

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

- 11.1. The Union shall neither cause, condone, nor counsel any members of the bargaining unit to strike, nor shall it in any manner cause said members either directly or indirectly to commit any concerted acts of work stoppage, slowdown, or refusal to perform any customarily assigned duties for the City.
- 11.2. Whether or not the Union is liable for such acts or actions of any employee, any employee who commits an act prohibited in this Article shall be subject to disciplinary action including discharge, and/or loss of compensation, vacation benefits and holiday pay as determined by the City Labor Negotiator.
- 11.3. Upon notification from the City Labor Negotiator, to the Union that certain members of the bargaining unit are engaged in a strike, the Union shall immediately order, in writing, those members to return to work at once and shall provide the City with a copy of that order. A responsible official of the Union shall publicly order the members to return to work. Such characterization of the strike by the City shall not establish the nature of the strike. Such notification by the Union shall not constitute an admission by it that a strike is in progress or has taken place, or that any particular member is or has engaged in a strike. The notification shall be made solely on the representations of the City. In the event that a strike occurs, the Union agrees to take all reasonable, effective, and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue such orders and/or to take such action shall be considered in determining whether or not the Union caused, condoned, counseled or authorized the strike, directly or indirectly.
- 11.4. There shall be no lockout by the City during the term of this Agreement.

## **ARTICLE 12**

### **SALARY**

12.1.

Effective Pay Period 1, 2010 thru Pay Period 26, 2011, the biweekly base salary paid to employees shall be those rates that became effective Pay Period 14, 2009. This provision shall expire at the end of Pay Period 26, 2011.

12.2 Effective Pay Period 14, 2009, after the adjustment in 12.1 above, the Assistant City Attorney's open pay range shall be as follows:

Minimum biweekly pay rate: \$2,076.77

Maximum biweekly pay rate: \$4,915.76

12.3. The City Attorney has sole discretion to hire an Assistant City Attorney at any point in the established pay range.

12.4. For purposes of merit salary adjustment only, Pay Period 01 will be the salary anniversary date for all employees.

12.5. Merit Generation and Distribution

- a. As soon as administratively practicable after Pay Period 01, each eligible employee will be considered for an annual merit increase, based upon the employee's performance the previous fiscal year as evaluated by the City Attorney. The merit increases are subject to terms and conditions as specified in Sections 12.5.b. through 12.5.e., below.
- b. Definitions: For purposes of this Article, the following definitions shall apply:
  - (1) An "eligible" employee shall be defined as an employee in the City Attorney's office in the classification of Assistant City Attorney who meets the following conditions as of Pay Period 01 in the fiscal year that the merit step is granted:
    - (a) is on the payroll or on authorized unpaid medical or military leave of absence or a Family Medical Leave of Absence; and
    - (b) is not at the maximum of his/her pay range; and

- (c) has worked at least 6 months as an Assistant City Attorney in the preceding fiscal year.
- (2) Fiscal year shall be defined as Pay Periods 1 to 26 or Pay Periods 1 to 27, whichever is applicable.
- c. Effective Date: Merit increases shall be effective the first pay period of the fiscal year following the fiscal year in which the performance has been evaluated.
- d. Effective Pay Period 1, 2010, there shall be no merit increases for the term of the Agreement. This provision shall expire at the end of Pay Period 26, 2011.
- e. Eligible employees will generate merit steps for distribution as merit increases as follows:
  - (1) The merit step will be generated by dividing the difference between the Pay Period 01 maximum and minimum biweekly rates of the Assistant City Attorney pay range by 17. The amount of monies for merit distribution will be determined by multiplying the number of eligible employees times the biweekly merit step. For purposes of determining the amount of monies available for merit generation, an eligible employee who works less than eighty hours in a pay period will count as one employee.
  - (2) Neither the amount of the merit increase nor the evaluation is grievable except under the following conditions
    - (a) An eligible employee who prior to the merit increase has a biweekly rate less than 93% of the maximum biweekly rate and who receives a merit increase of less than one-half of the biweekly merit step generated, may grieve the reasonableness of the amount of the merit increase granted.
    - (b) An eligible employee who prior to the merit increase has a biweekly rate at or greater than 93% of the maximum biweekly rate and who receives a merit increase of less than one-quarter of the biweekly merit step generated, may grieve the reasonableness of the amount of

merit increase granted.

- (3) The City Attorney shall distribute all monies generated for merit increases. For purposes of determining if all monies generated for merit increases has been distributed, the merit increase of an eligible employee who works less than eighty hours in a pay period will count as if the employee worked eighty hours in the pay period. In implementing the merit distribution, the City Attorney will exercise reasonable discretion
- (4) Once per year, the City Attorney may reduce the employee's base salary by up to one generated merit step for performance lacking merit. The reduction shall not place the base salary below the pay range. To effectuate a reduction, the City Attorney shall, ninety (90) calendar days prior to taking action, give the employee written notice, with reasons for such proposed reduction, and a statement indicating what the employee must do to avoid the action.
- (5) Merit increases shall be construed as being part of an employee's base salary and shall be included in the computation of fringe benefits.

12.6. Retroactive wage payments. The parties elect not to be bound by the required frequency of wage payment provision of 109.03, Wisconsin State Statutes in respect to retroactive wages payable under the terms of the Agreement. Retroactive wage payments under the terms of this Agreement shall be paid no later than 60 days from the execution date of this Agreement. For purposes of this provision, the execution of this Agreement shall be defined as the date the resolution approving this agreement has been approved by the Mayor.

12.7 All employees who are capable of maintaining a financial relationship with a banking institution shall participate in direct deposit of paychecks.

12.8 During the term of the Agreement, there shall be no more than four furlough days during calendar year 2010 and no more than four furlough days during calendar year 2011. The policies as set forth in the Department of Employee Relations Mandatory Furlough and Administrative Guidelines policy dated June 19, 2009 regarding benefits



during furlough days shall apply in calendar years 2010 and 2011. The agreement between the City and the Union regarding furlough days shall be without precedent or prejudice, and the Union agrees it will not file a prohibited practice complaint or any other legal action regarding the 2010-2011 furlough days. This provision shall expire December 31, 2011.

## **ARTICLE 13**

### **HEALTH INSURANCE**

#### 13.1. Benefits

##### a. Basic Plan

Basic Plan health insurance benefits shall be the same as the Basic Plan benefits provided in the 2007-2009 City/Union Agreement.

##### b. Health Maintenance Organization (HMO) Plans

- (1) Except as provided in subsection 13.1.b.(2), hereunder, an employee shall have the right to select coverage under a Health Maintenance Organization (HMO) Plan approved by the City in lieu of coverage provided by the Basic Plan. Except as provided in subsection 13.1.b.(3), hereunder, the benefits for employees enrolled in an HMO plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee Request for Proposals from Health Maintenance Organizations.
- (2) The City may offer employees an Exclusive Provider Organization (EPO) Plan instead of or in addition to a Health Maintenance Organization (HMO) Plan. An EPO Plan offered by the City shall use a Southeastern Wisconsin network and shall only include in-network benefits. There shall be no coverage for services obtained outside of the EPO Plan network. The benefits for employees enrolled in an EPO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations. In the event that the City offers an EPO Plan instead of or in addition to an HMO Plan, any references to "Health Maintenance Organization" or "HMO" in this Agreement shall be understood to also refer to an "Exclusive Provider Organization", "EPO", or to a combination of Health Maintenance Organizations and Exclusive Provider Organizations.
- (3) Employees shall be responsible for the following co-payments:
  - (a) An employee shall pay a \$10.00 office visit co-payment (OVCP) for all

office or urgent care visits due to illness or injury, except as noted in subsections 13.1.b.(3)(b) and (c), hereunder.

- (b) The OVCP shall be waived for preventive exams, tests, and other age-appropriate procedures as determined by the plan for screening, pre-natal and baby wellness.
- (c) The OVCP shall be waived for on-going disease management office visits as determined by the plan.
- (d) An employee shall pay a \$50.00 emergency room co-payment for each emergency room visit, except this co-payment shall be waived if admitted directly to the hospital from the emergency room.
- (e) The prescription drug card plan under the uniform benefits shall be replaced with a three-tier drug card plan. The designation of legend drugs and the assignment of drugs to the following tiers shall be determined by the plan:
  - i. Tier 1 co-payment equal to \$5.00;
  - ii. Tier 2 co-payment equal to \$17.00;
  - iii. Tier 3 co-payment equal to \$25.00;
  - iv. Legend Drugs co-payment equal to \$5.00;
  - v. Mail Order Drug co-payment amount for a three-month or 90-day supply shall be equal to the co-payment amount for a two-month or 60-day supply.

c. Basic Dental Plan

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

d. Prepaid Dental Plans (PDP)

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

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

e. Cost Containment Provisions Applicable to All Plans:

- (1) The City will not pay for any services or supplies that are unnecessary according to acceptable medical procedures.
- (2) The City shall have the right to require an employee to execute a medical authorization to the applicable Group to examine employee medical and/or dental records for auditing purposes.
- (3) The City shall have the right to establish the methods, measures and procedures it deems necessary to restrict excessive costs in the application of the benefits provided under subsections 13.1.a. through 13.1.d.
- (4) The City, in conjunction with its insurance administrator, carrier, or provider, shall have the right to develop and implement any other cost containment measure it deems necessary.
- (5) An annual Health Risk Assessment (HRA), which shall include basic biometrics, a written health risk assessment questionnaire and a blood draw, shall be implemented as soon as practicable following execution of this Agreement
- (6) Both a Wellness and Prevention Program and Committee shall be implemented. A description of both the program and the committee is appended hereto as Appendix A.

13.2. Eligibility for Benefits

- a. An employee in active service whose normal hours of work average more than twenty (20) hours per week or whose normal hours of work average twenty (20) hours per week on a year-round basis in a position which is budgeted as half-time, shall be entitled to health insurance and dental insurance benefits provided in subsections 13.1.a. through 13.1.d., subject to conditions specified in this Article.

- b. An employee in active service shall be entitled to Dental Plan benefits provided in subsection 13.1.c. or 13.1.d., above, so long as he/she remains in active service. All employees, while in active service, may participate in a City Dental Plan as described in subsections 13.1.c. and 13.1.d., above, with the same enrollment status that they maintain for their health insurance benefits. Individuals not in active service shall not be entitled to Dental Plan benefits.
- c. An employee in active service who commences receiving a duty disability retirement allowance during the term of this Agreement shall be entitled to the benefits provided in subsections 13.1.a. or 13.1.b., for the term of this Agreement.
- d. An employee who retires on normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) during the term of this Agreement, with at least 15 years of creditable service, shall be entitled to the benefits provided in subsections 13.1.a. or 13.1.b., during the term of this Agreement, so long as they are at least 60 and less than age 65. Thereafter, such individuals shall be entitled to the same health insurance benefits concurrently provided employees in active service covered by the effective agreement between the City and the Union as is in effect from time to time, so long as they are at least age 60 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 13.2.b., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have obtained age 65.
- e. Commencing January 1, 1996, an employee in active service who retires having attained age 55 with 30 years of creditable service shall between the ages of 55 and 65 be entitled to the benefits provided in subsections 13.1.a. or 13.1.b. during the term of this Agreement. Thereafter, such individual shall be entitled to the same health insurance benefits concurrently provided employees in active

service covered by the effective agreement between the City and the Union as is in effect from time to time, so long as he/she is at least age 55 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 13.2.b., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have obtained age 65.

- f. Effective January 1, 2010 through December 31, 2010, an employee in active service who retires during 2010 on a normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) including an allowance under sec. 36-05-1-d-3 of the City Charter, and elects to use the Bonus Year, as provided in sec. 36-04-1-f of the City Charter, to meet the minimum age for retirement eligibility or to add to the employee's creditable service, shall be entitled, if the employee has at least 15 years of creditable service, which may include the Bonus Year, to the benefits referenced in subsection 13.2.d, subject to the provisions of that section, or if the employee has at least 30 creditable years of service, which may include the Bonus Year, to the benefits referenced in subsection 13.2.e, subject to the provisions of that section, and shall be subject to the cost of coverage provisions under Article 13.3.c.(1) or (2). Thereafter, such employees who retire on a normal pension during 2010 shall, subject to the provisions of those sections, be eligible for the benefits referenced in subsection 13.2.d or e and shall be subject to the cost of coverage provisions under Article 13.3.c.(1) or (2).
- g. Registered domestic partners of eligible City employees, if registered as such by the City Clerk as provided under Chapter 111 of the Milwaukee Code of Ordinances, shall be eligible to be covered under the employee's health and dental insurance. An employee who elects coverage for his or her domestic partner must be enrolled in the same plan.

### 13.3. Cost of Coverage - Basic Plan or HMO Plan Only

- a. For Employees in Active Service
  - (1) For Employees Enrolled in the Basic Plan for calendar years 2010 and 2011.
    - (a) Except as provided in subsection 13.5., below, prior to the implementation of a Health Risk Assessment (HRA), an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$75.00 per month for single enrollment when such employee's enrollment status is single and \$150.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.
    - (b) Except as provided in subsections 13.5. below, effective the first full calendar month following implementation of the annual HRA for active employees enrolled in the Basic Plan, the employee contributions shall be as follows:
      - i. The employee contribution shall increase to \$85.00 per month for single enrollment when an employee's enrollment status is single and to \$170.00 per month for family enrollment when an employee's enrollment status is family.
      - ii. The employee contributions shall also increase \$20.00 per month over the amounts specified in subsection 13.3.a.(1)(b)i., above, for each adult covered by the plan (maximum of two, excluding dependent children) who choose not to fully participate in and complete the HRA.
      - iii. For an employee in the single plan and for an employee and his or her spouse (if applicable) in the family plan who

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

(2) For Employees Enrolled in a Health Maintenance Organization Plan for calendar years 2010 and 2011.

- (a) Except as provided in subsection 13.5., below, for employees' enrolled in a HMO during calendar years 2010 and 2011, the City will contribute an amount towards meeting the subscriber cost for enrollment in the HMO Plan elected of 100% of the monthly subscriber cost of enrollment in the HMO offered by the City pursuant to subsection 13.1.b., above, having the lowest single enrollment subscriber cost to the City when an employee's enrollment status is single or up to 100% of the monthly subscriber cost of family enrollment in the HMO offered by the City pursuant to subsection 13.1.b., above, having the lowest family enrollment subscriber cost to the City when an employee's enrollment status is family. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her paycheck on a monthly basis.
- (b) Except as provided in subsection 13.5, below, an employee enrolled in an HMO plan shall contribute \$20.00 per month toward the



monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$40.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.

- (c) Except as provided in subsections 13.5, below, effective the first full calendar month following implementation of the annual HRA an employee enrolled in an HMO plan shall contribute the following amounts:
  - i. An employee shall contribute \$30.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$60.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.
  - ii. An employee shall also contribute an additional \$20.00 per month over and above the amount specified in 13.3.a.(2)(c)i., above, for each adult (maximum of two, excluding dependent children) who choose not to fully participate in and complete the HRA.
  - iii. For an employee in a single HMO plan and for an employee and his or her spouse (if applicable) in a family HMO plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be reduced to \$20.00 per month for single enrollment when an employee's enrollment status is single and \$40.00 per month for family enrollment when an employee's enrollment status is family.
- (d) In addition to the amounts specified in subsections 13.3.a.(2)(b) and (c), above, an employee who enrolls in an HMO plan whose monthly subscriber cost exceeds that of the lowest cost HMO

plan shall also contribute a monthly amount equal to the difference between the monthly subscriber cost of the plan selected and the monthly subscriber cost of the lowest cost HMO plan.

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

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

(4) An employee who exhausts his/her sick leave during the term of this Agreement shall be permitted to maintain the benefits for the plan he/she was covered under on the date his/her sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. For calendar years 2010 and 2011, the City's contribution towards the cost of maintaining the benefits shall be as provided for in subsection 13.3.a. of this Article, above. The provisions of this subsection shall not cover retirees (including disability retirements).

b. Duty Disability

For Calendar Years 2010 and 2011.

Depending on the individual's single/family enrollment status, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection 13.3.a.(1) of this Article, above.

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

(1) .Except as noted below, eligible employees under subsections 13.2.d. or 13.2.e., who retire between January 1, 2010 and December 31, 2011 and

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

- (2) Except as noted below, for eligible employees under subsections 13.2.d. or 13.2.e., who retire between January 1, 2010 and December 31, 2011 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for single enrollment for retirees in the HMO plan elected of 100% of the monthly subscriber cost of single enrollment in the Plan offered by the City pursuant to subsection 13.1.a. or b, above, having the lowest single enrollment subscriber cost for retirees to the City. For eligible employees under subsections 13.2.d. or 13.2.e., who retire between January 1, 2010 and December 31, 2011 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for family enrollment in the HMO plan elected of 100% of the monthly subscriber cost of family enrollment for retirees in the Plan offered by the City pursuant to subsection 13.1.a. or b, above, having the lowest family enrollment subscriber cost for retirees to the City. If the per capita subscriber cost for enrollment in the

plan elected exceeds the maximum City contribution provided, the retiree shall have the amount of excess cost deducted from his/her pension check.

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

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

(4) Surviving Spouse

The provisions of subsection 13.3.c. shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsection 13.2.d. or 13.2.e. of this Article.

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

In calendar years 2010 and 2011, the City shall contribute an amount up to \$13.00 per month for single enrollment and an amount up to \$37.50 per month for family enrollment towards meeting the subscriber cost of the dental plan elected. If the subscriber cost for single or family enrollment in the Dental Plan exceeds the maximum City contribution provided, the employee shall have the amount of such excess cost deducted from his/her paycheck on a monthly basis.

#### 13.5. Prorata Credit for Half-Time Employees

The City's contribution for an eligible employee whose normal hours of work average twenty (20) hours per week on a year-round basis in a position which is budgeted as half-time shall not exceed 50% of the maximum City contributions required under subsections 13.3. or 13.4. of this Article, above. 13.6. Self-Administration Offset

The per capita subscriber costs associated with the health or dental insurance coverage provided by each of the plans listed in subsection 13.1., above, includes amounts allocable to the administrative costs of the carriers providing such coverage. If the City elects to self-administer the Basic Health Insurance Plan and/or the Basic Dental Plan, then effective with the calendar month during which this election becomes effective, and so long as it continues in effect, the maximum City contributions provided in subsections 13.3., 13.4., and 13.5., above, for employees covered by such a self-administered plan shall be reduced by an amount equal to 100% of the difference between the monthly administrative costs associated with such plan prior to the effective date it became self-administered and the monthly administrative costs associated with the plan when it is self-administered, capitated for each subscriber in the plans on the basis of single or family enrollment status. While in effect, this provision shall not increase an employee's payroll deductions required to meet the costs of his/her health/dental insurance benefits beyond the deductions that would be required under subsections 13.3., 13.4., and 13.5., of this Article, if the provision was not in effect.

13.7. Non-Duplication

- a. If more than one City employee is a member of the same family, as that term is defined in provisions of the Plans defined in subsections 13.1.a. or 13.1.b., above, the coverage shall be limited to one family plan.
- b. In the event a program of health insurance is adopted by the federal or state government and the City is required to, or elects to participate in it, benefits under the City Plan shall be coordinated with such systems but shall not operate to increase or diminish the extent of the coverage.
- c. A retiree shall be ineligible to receive the retiree health insurance benefits

provided hereunder when receiving health insurance benefits from other employment or from the employment of the retiree's spouse if the benefits received by the spouse cover the retiree.

- d. City health insurance cost contributions provided hereunder to retirees shall be in lieu of any other City retiree health insurance contributions provided by ordinance, resolution or by other means, while retirees are receiving the benefits hereunder.
- e. After the deductible is paid, the employee's share of the cost for claims made under the Major Medical co-insurance provisions shall not be less than 20%.
- f. In the event an employee or eligible dependent becomes eligible for Medicare benefits prior to attaining age 65, the City will contribute an amount up to the City's maximum contribution provided in subsection 13.3.c. of this Article toward the cost of coverage for the City's Medicare Supplemental Plan.
- g. When a member of the employee's family, as the term "family" is defined in the provisions of the Plans defined in subsections 13.1.a. or 13.1.b., is a City retiree receiving City health insurance benefits, the coverage shall be limited to one family plan.
- h. If more than one City retiree is a member of the same family, as the term "family" is defined in the provisions of the Plans defined in subsections 13.1.a. or 13.1.b., hereof, the retiree coverage provided by the City shall be limited to one family plan.

#### 13.8. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in subsections 13.1.a. or 13.1.b., above, while on an authorized leave of absence, layoff or suspension. Individuals on an authorized leave of absence, layoff or suspension, shall pay 100% of the cost associated with their coverage. The rates for such coverage shall be determined by the City and may be adjusted from time to time. This provision shall be applicable only during the first twelve (12) months of an employee's authorized leave of absence.

13.9. Right of City to Select Carrier

It shall be the right of the City to select and, from time to time, to change any of its carriers that provide the benefits set forth in subsection 13.1., above; at its sole option, the City shall have the right to provide any or all of these benefits on a self-insured basis and/or to self-administer them (in this circumstance the term "carrier", as used in this Article shall also mean self-insurer and/or self-administrator).

13.10. An employee shall have a 270-day waiting period for a pre-existing condition for the benefits provided in subsection 13.1.a., above.

13.12. Effective Date

Except where specifically provided otherwise herein, the provisions of this Article shall be effective from January 1, 2010, through December 31, 2011.

## **ARTICLE 14**

### **LIFE INSURANCE**

#### 14.1. Amount of Life Insurance Coverage

- a. Base Coverage. The amount of base coverage to which an employee under age 65 is eligible shall be equal to the employee's annual base salary rounded to the next higher thousand dollars of earnings.
- b. Optional Coverage.
  - (1) During an annual open enrollment period established by the City, an employee in active service or who after that date retires on disability and under the age of 65 eligible for and taking base coverage, shall be eligible to apply for supplemental coverage at his/her option in increments of \$1,000 to a maximum of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings.
  - (2) An employee in active service or who after that date retires on disability and under the age of 65 eligible for and taking base coverage, shall be eligible to apply for supplemental coverage effective the first day of the next month following the next open enrollment (as determined by the City) for supplemental life insurance following the execution date of this Agreement at his/her option in increments of \$1,000 to a maximum of either 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings or \$100,000, whichever is greater.
- c. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for 100% of annual base salary on the day immediately preceding his/her sixty-fifth (65th) birthday is entitled shall be reduced by 33-1/3% on his/her sixty-fifth (65th) birthday and by an additional 16-2/3% on his/her seventieth (70th) birthday. "Employee" shall have the meaning given in s. 350-25(3) of the Milwaukee Code of Ordinances.
- d. Upon attaining age 65, the amount of life insurance coverage to which an



employee who was insured for more than 100% of annual base salary on the day immediately preceding his/her sixty-fifth (65th) birthday is entitled shall be reduced by 33-1/3% on his/her sixty-fifth (65th) birthday and by an additional 16-2/3% on his/her seventieth (70th) birthday and by an additional 16-2/3% on his/her seventy-fifth (75th) birthday but in no event to less than 50% of annual base salary. "Employee" shall have the meaning given in S350-25(3) of the Milwaukee Code of Ordinance.

#### 14.2. Adjustment of Coverage

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

#### 14.3. Conditions and Eligibility for Election of Coverage

- a. Subject to the terms and conditions provided under 14.3.b. through 14.3.f., below, an employee shall be entitled to elect the amount of life insurance coverage provided under 14.1., above, upon completion of 180 consecutive (consecutive means without a break of more than five consecutive days) calendar days of active service as a full-time (40-hour per week) employee following his/her initial date of employment with the City.
- b. The election of life insurance coverage shall be in a manner prescribed by the City.
- c. An employee meeting the eligibility requirements for election of life insurance coverage must make such election prior to the date his/her eligibility is first established. If the employee fails to make such election within this time limit, the election shall be made only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.

- d. An employee shall become entitled to the life insurance coverage provided under 14.1., above, the first of the month following his/her eligibility date.
- e. An employee re-employed subsequent to a separation from active service, for whatever reason, must re-establish his/her eligibility for life insurance coverage on the same basis that would be applicable to a new employee having the same starting date that the re-employed employee had following re-employment.
- f. An employee who has previously waived life insurance coverage provided by the City, either hereunder or otherwise, while employed with the City or a City Agency (the term, "City Agency" being as defined in subsection 36.02(8) of the Milwaukee City Charter, 1971 compilation, as amended), shall be permitted to elect life insurance coverage only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.

#### 14.4. Cost of Life Insurance Coverage

Eligible employees who elect such coverage, described under section 14.1, above, shall pay the following amount to the City for calendar years 2010 and 2011: an amount equal to \$0.21 per month for each \$1,000 of coverage in excess of \$50,000 but not greater than 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings and an amount equal to the full premium per month for each \$1,000 of coverage in excess of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars. These payments shall be accomplished by periodic deductions from employees' biweekly paychecks. The City shall make all other necessary payments for the life insurance coverage described under 14.1, above.

#### 14.5. Conditions and Limitations on Benefits

- a. An employee eligible to elect life insurance coverage must elect the maximum amount to which he/she is entitled to under 14.1., above.
- b. The life insurance benefits provided hereunder shall only cover employees while they are in active service.
- c. The terms and conditions for receipt of the life insurance benefits provided hereunder shall be as provided for either in the contract between the City and the

carrier providing the benefits or, if the City elects to provide these benefits on a self-insured basis, by the City.

14.6. Right of City to Change Carrier

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

## **ARTICLE 15**

### **PENSION BENEFITS**

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

- (a) Creditable service for active military service, as provided in 36-04-1-c, shall be extended to employees represented by the Union who participate in the combined fund and who retire on a service retirement on or after January 1, 2007.
- (b) Employees hired on or after January 1, 2010 shall contribute 5.5% of their earnable compensation in accordance with sec. 36-08-7-a-2 of the City Charter. The provisions of sec. 36-08-7-m of the City Charter shall not apply to such employees.
- (c) Employees who retire during calendar year 2010 or 2011 from active service on a normal service retirement allowance, including an allowance under sec. 36-05-1-d-3 of the City Charter, or from active service on an immediate retirement allowance under sec. 36-05-6-c of the City Charter, shall receive a 2% pension escalator effective with the installment next following the first anniversary of their retirement.
- (d) Employees who during calendar year 2010 only retire from active service on a normal service retirement, including an allowance under sec. 36-05-1-d-3 of the City Charter, or from active service on an immediate retirement allowance under sec. 36-05-6-c of the City Charter, shall be eligible for a bonus year in accordance with sec. 36-04-1-f of the City Charter. At such employee's discretion, the bonus year may be added either to the employee's age for purposes of retirement eligibility, or to creditable service. The bonus year may be divided into one month increments and used for a combination of additions to age and creditable service, not to exceed a total of twelve months. All or part of

the bonus year cannot be applied to earn more than 35 years of creditable service or to exceed the 70% of final average salary limitation stated in sec. 36-07-10-f of the City Charter. This provision shall expire December 31, 2010.

## **ARTICLE 16**

### **TUITION REIMBURSEMENT, BAR DUES PAYMENT and**

### **EDUCATIONAL EXPENSE**

- 16.1. The full cost of tuition up to a combined maximum of \$2,200 in calendar years 2009 and 2010 and a combined maximum of \$2,200 in calendar years 2011 and 2012, per employee shall be paid by the City for courses qualifying for tuition reimbursement, subject to the conditions and standards established by the City. Assistant City Attorneys may use any amount of the combined maximum tuition reimbursement to pay for membership in job-related professional organizations according to the guidelines established by the Department of Employee Relations.
- 16.2. The City shall administer this program in accordance with practices established for the City's general reimbursement program.
- 16.3. During the term of this Agreement, the City shall continue to pay the cost of the employee's basic bar association dues to the State Bar of Wisconsin.
- 16.4. The City Attorney must approve all time off to attend courses, seminars or workshops.
- 16.5. An employee may be granted time off without loss of pay to attend courses, seminars or workshops approved by the City Attorney.

## **ARTICLE 17**

### **PARKING AND MILEAGE ALLOWANCE**

17.1. An Assistant City Attorney who is authorized by the City Attorney and who makes his/her private automobile available for official City business shall be reimbursed once per month for the actual cost of the monthly permit or parking receipts up to a maximum of seventy (\$70) dollars per month subject to the following terms and conditions:

- a. An eligible employee must purchase a monthly parking permit for that month from a parking facility within the vicinity of his/her primary work location and submit an acceptable permit/stub receipt to the City Attorney no later than the 15th day of the calendar month covered by the monthly permit (e.g. the 15th of April for the month of April). During a calendar month when no monthly parking permit is available to an employee, because no space is available, the City will honor acceptable daily parking receipts, so long as the receipts are submitted to the City Attorney within five consecutive calendar days following the close of the calendar month.
- b. Payments provided hereunder shall be made as soon as administratively practicable after the close of the calendar month covered by the monthly permit or daily receipts.
- c. Payments made under the provisions of this Article shall not be construed as being part of an employee's base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement. Any payment made under the provision of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.
- d. An employee who has a City provided parking permit or space shall not be eligible for a parking allowance. The parking allowance shall not be paid to any employee who is offered a parking permit which denotes the same type of

privileges afforded employees who had permits during the 1984 Agreement or as provided in section 17.2, below.

- 17.2 The City Attorney's office will secure up to six parking spaces or permits within the vicinity of the Prosecution Division for Assistant City Attorneys assigned to the Prosecution Division. At the City Attorney's discretion, upon thirty days written notice to the Union and individuals involved, the City Attorney's office may discontinue securing these spaces or permits.
- 17.3 The City shall reimburse an eligible Assistant City Attorney for each mile driven on authorized official City business at the IRS standard mileage rate (On 1/1/09, the IRS standard mileage rate is \$0.55 cents per mile) subject to the following conditions:
- a. An eligible employee is an Assistant City Attorney assigned to the Community Prosecution Unit who is required to use their private automobile for authorized official City business related to his/her Community Prosecution Unit assignments, except that an eligible employee is not entitled to any mileage reimbursement for travel to any Court in the City of Milwaukee.
  - b. An eligible employee shall submit a record of mileage incurred on City business during the month and attest to the accuracy of such mileage on a form approved by the Comptroller. All private automobile reimbursement payments to employees exceeding 1,000 miles monthly shall be concurred by the Finance and Personnel Committee before payment is made.
  - c. Reimbursement forms shall be submitted on a monthly basis no later than on or before the last workday of the following month.
  - d. Reimbursements shall be made as soon as administratively practicable after the completed forms have been submitted.
  - e. An employee who is required to have a private automobile available for use on City business shall have at least the minimum insurance coverage prescribed by state law and shall have declared the use of his/her automobile on City business to his/her insurance company to protect the City's interests. It shall be the responsibility of the department head to see that the employee is adequately



covered by such insurance before he/she approves the use of a private vehicle on City business and reimbursement for such use.

## **ARTICLE 18**

### **VACATIONS**

- 18.1 An employee shall earn vacation time in the following manner:
- a. 3.7 hours per pay period for employees who have completed less than 4 years creditable service;
  - b. 5.3 hours per pay period for employees who have completed at least 4 years but less than 9 years creditable service;
  - c. 6.8 hours per pay period for employees who have completed at least 9 years but less than 14 years creditable service;
  - d. 8.4 hours per pay period for employees who have completed at least 14 years creditable service;
  - e. 9.9 hours per pay period for employees who have completed at least 21 years creditable service.
- 18.2. An employee on the payroll for at least eighty (80) hours in a pay period shall be allowed to accumulate vacation time at the rate prescribed for under 18.1. An employee on the payroll less than eighty (80) hours in a pay period will earn vacation on a pro rata basis. Hours on the payroll in excess of eighty (80) in a pay period shall not count toward vacation accrual.
- 18.3. Eligibility for and accumulation of initial vacation shall begin upon appointment to a position eligible for vacation. A department head may allow an employee whose service is expected to continue so as to complete a year's actual service, to use vacation within the first 12 months of employment if the convenience of the service would be promoted. If the employee leaves the service of the City before the completion of the initial 12-month period, that vacation shall be deemed unearned, and payments made during the vacation period shall be deducted from his/her paycheck upon termination of employment. Employees who are not expected by the department head to work 12 consecutive months shall be eligible for vacation only after completing twelve (12) months of service.
- 18.4. The City will schedule vacations in accordance with departmental requirements. It will

make every reasonable effort to avoid changes in an employee's work schedule which would require an employee to work during a previously scheduled vacation of five (5) days or more duration.

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

- a. 176 hours for employees who have completed less than 4 years of service.
- b. 216 hours for employees who have completed at least 4 years but less than 9 years of service.
- c. 256 hours for employees who have completed at least 9 years but less than 14 years of service.
- d. 296 hours for employees who have completed at least 14 years of service.
- e. 336 hours for employees who have completed at least 21 years of service.

18.6. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. With department head approval, an employee who has completed one year of vacation eligible service may borrow up to 80 hours of vacation before it is earned. In no case may an employee's vacation account balance be less than negative eighty (80) hours. Any employee who leaves the service of the City due to resignation, retirement, termination, discharge, layoff, or death will have the compensation for vacation time owed the City deducted from his/her paycheck. Any employee who leaves the service of the City due to resignation, retirement, layoff, or death, or who takes military leave, will be paid for earned vacation time that has accumulated. A discharged employee is not entitled to pay for accumulated vacation time.

18.7. Transitional Vacation Account

Effective Pay Period 1, 1996, the amount of vacation earned by an employee in 1995 for use in 1996 shall be placed in a Transitional Vacation Account (TVA). TVA hours may be scheduled and used as vacation hours with the approval of the Department Head. Employees may not borrow vacation hours unless and until TVA hours have been exhausted.

- 18.8. Upon written request, the City Attorney may credit vacation accounts to compensate employees who take an approved leave of absence of five days or less.

## **ARTICLE 19**

### **SICK LEAVE**

- 19.1. "Sick Leave" shall mean all necessary absence from duty because of illness, bodily injury, or exclusion from employment because of exposure to contagious disease. Sick leave benefits shall be limited to the period of time the employee's regular work schedule.
- 19.2. Eligibility
- a. An employee shall earn sick leave allowance from date of hire, but shall not be eligible to use sick leave until the completion of six months of service.
  - b. Whenever an employee eligible for sick leave allowance leaves the service of one employing unit of the City government and accepts, by certification of transfer, service in a position in another employing unit of City government, obligations for any accumulated sick leave allowance shall be assumed by the new employing unit.
  - c. Separation from service by resignation or for cause shall cancel all unused accumulated sick leave allowances. Whenever a permanent employee is laid off due to lack of work or lack of funds, any unused accumulated sick leave shall continue in effect if he/she is rehired by any City department within one year.
  - d. Sick leave shall automatically terminate on the date of retirement of the employee.
- 19.3. Full-time employees shall earn sick leave with pay at the rate of one working day for each month of active service.
- 19.4. Sick leave allowance which accumulates up to 120 working days shall be credited to employees' "normal sick leave account" from which sick leave shall be granted with full pay. Sick leave allowance accumulated in excess of 120 working days shall be termed the "special sick leave account" from which sick leave shall be granted with half pay. Effective August 1, 1998, the date of implementation of the Long Term Disability Program, the "special sick leave account" shall be frozen and no further sick

leave shall be accrued in the "special sick leave" account. Effective August 1, 1998, the maximum sick leave accrual for all employees is capped at 120 days, except as specified in Article 19.5., below.

- 19.5. For those employees who have a frozen "special sick leave" account, effective August 1, 1998, the frozen "special sick leave account" shall not be charged until the "normal sick leave account" has been exhausted. When the balance in the "normal sick leave account" falls below 120 working days, additional days of unused sick leave shall be accumulated in the "normal sick leave account" until the balance again reaches 120 working days.
- 19.6. The City shall maintain and verify the official sick leave records. The City may require employees to provide acceptable medical substantiation from a private physician for each use of sick leave, regardless of duration. When acceptable medical substantiation from an employee's private physician is required, the failure of the employee to comply with this requirement shall permit the City to deny that employee the sick leave benefits provided herein until he/she is in compliance with such requirement.
- 19.7. When sick leave extends beyond three (3) consecutive work days, acceptable medical substantiation from the employee's private physician certifying the nature and seriousness of the sickness or disability shall be furnished to the department head.

## **ARTICLE 20**

### **SICK LEAVE CONTROL INCENTIVE LEAVE**

- 20.1. The Sick Leave Control Incentive Program shall continue to be in effect beginning January 1, 2010, and ending December 31, 2011. Nothing herein shall be construed as requiring the City to continue the program for time periods after December 31, 2011.
- 20.2. The trimester periods are defined as follows:
- Trimester 1 - Pay Period 1-9
  - Trimester 2 - Pay Period 10-18
  - Trimester 3 - Pay Period 19-26 or 19-27, whichever is applicable
- 20.3. An employee shall be eligible for a sick leave incentive benefit only if:
- (a) During the full term of the trimester, the employee did not use any sick leave, did not receive injury pay, was not on an unpaid leave of absence and was not suspended from duty for disciplinary reasons; and
  - (b) The employee was in active service for the full term of the trimester; and
  - (c) At the end of the trimester, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 12 days.
- 20.4. Except as provided in subsection 20.5, below, in a trimester period set forth in subsection 20.1 and 20.2, above, that an employee is eligible for a sick leave control incentive program (SLIP) benefit, the City Attorney shall determine which one of the two types of SLIP benefits listed below the eligible employee shall receive (at the City Attorney's discretion, the employee may make this determination in accordance with procedures established for that purpose by the City Attorney):
- (a) A special sick leave incentive payment
- An employee receiving a special sick leave incentive payment, shall be entitled to receive a lump-sum cash payment equivalent to eight hours of his/her base salary computed on the basis of his/her hourly base salary rate in effect on the last day of the trimester for which the payment was earned. Such payment shall

not be deemed part of the employee's base salary and shall not have any sum deducted for pension benefits nor shall it be included in determination of pension benefits or any other benefits and/or compensation provided by the City. Sick leave control incentive payments provided hereunder shall be made as soon as is administratively practicable following the close of the Trimester Period in which they were earned.

(b) A special incentive leave

An employee receiving a special incentive leave, shall earn one eight-hour day off with pay. Effective the next Trimester following the execution date of this Agreement, such day off with pay earned in Trimester 1 or 2 must be used by the employee in the remainder of the fiscal year. A day off with pay earned in Trimester 3 may be used any time in the following fiscal year. Prior to that date such day off must be used by the employee in the next succeeding trimester. Such day off shall be scheduled in accordance with department operations. For purposes of this Article, fiscal year shall be defined as Pay Periods 1 through 26 or 27, whichever is appropriate.

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

(a) A special sick leave incentive payment

An employee receiving a special sick leave incentive payment, shall be entitled to receive a lump-sum cash payment equivalent to four hours of his/her base salary computed on the basis of his/her hourly base salary rate in effect on the last day of the trimester for which the payment was earned. Such payment shall not be deemed part of the employee's base salary and shall not have any sum deducted for pension benefits nor shall it be included in determination of pension



benefits or any other benefits and/or compensation provided by the City. Sick leave control incentive payments provided hereunder shall be made as soon as is administratively practicable following the close of the Trimester Period in which they were earned.

(b) A special incentive leave

An employee receiving a special incentive leave, shall earn one four-hour day off with pay. Effective the next Trimester following the execution date of this Agreement, such day off with pay earned in Trimester 1 or 2 must be used by the employee in the remainder of the fiscal year. A day off with pay earned in Trimester 3 may be used any time in the following fiscal year. Prior to that date such day off must be used by the employee in the next succeeding trimester. Such day off shall be scheduled in accordance with department operations. For purposes of this Article, fiscal year shall be defined as Pay Periods 1 through 26 or 27, whichever is appropriate.

## **ARTICLE 21**

### **HOLIDAYS**

- 21.1. Eligible employees covered by this Agreement will receive the following holidays with pay:
- a. New Year's Day (January 1)
  - b. Memorial Day (Last Monday in May)
  - c. Independence Day (July 4)
  - d. Labor Day (First Monday in September)
  - e. Thanksgiving Day (the fourth Thursday in November or the day appointed by the Governor of Wisconsin as a day of public Thanksgiving in each year.)
  - f. The day after Thanksgiving.
  - g. The last normal workday before Christmas Day
  - h. Christmas Day (December 25)
  - i. The last normal work day before New Year's Day.
  - j. Good Friday
  - k. Martin Luther King Day (Third Monday of January)
- 21.2. Whenever Independence Day falls on a Saturday, the preceding Friday shall be observed as a holiday.
- 21.3. Whenever New Year's Day, Independence Day or Christmas Day falls on a Sunday, the following Monday shall be observed as a holiday.
- 21.4. Whenever New Year's Day or Christmas falls on a Saturday, the following Monday shall be observed as a holiday.
- 21.5. In order to qualify for holiday pay, the eligible employee must work the workday normally scheduled preceding the holiday and following the holiday.
- 21.6. If the State of Wisconsin adopts a statute under which some or all of the above enumerated holidays are established or observed as so-called "Monday" holidays, the City will move to observe the law but the operation of the law shall not increase or diminish the number of holidays with pay granted annually.
- 21.7. The provisions of this Article shall not in any way abridge the City's right to schedule an employee to work on recognized holidays.

## **ARTICLE 22**

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

- 22.1. If an employee covered by this Agreement sustains an injury which meets the requirements of Chapter 102, Wisconsin Statutes, (the Worker's Compensation Act), within the scope of their employment, the City undertakes to protect the employee's after tax take-home pay for a maximum of two hundred fifty (250) working days during the course of the employee's lifetime work career with the City.
- 22.2. The City shall pay a disabled employee whose injury meets statutory standards an amount equal to seventy (70) percent of the salary he/she would have earned as regular gross pay during the period in question.
- 22.3. If the employee who has been paid duty-incurred disability leave benefits effects a recovery from a third party, the City shall have the right to recoup from the employee payments the City has made; and, upon recovery of such sums, it shall restore to the account of the employee the days which were charged as duty-incurred disability.

## **ARTICLE 23**

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

- 23.1. A member of the bargaining unit who is called for training or duty with a reserve component of the United States Armed Forces or the National Guard is entitled to an equivalent reimbursement of base pay for up to ten working days leave for such duty or training per calendar year. The member of the bargaining unit shall receive the equivalent of his or her pay for such period reduced by the amount of base pay received for such duty or training for each day the employee would have worked for the City. In the event of a riot, civil disturbance or other call to duty by the Governor for state duty, members of the National Guard shall have their regular pay continued with no deduction for pay received from the National Guard as a result of such state duty.

## **ARTICLE 24**

### **FUNERAL LEAVE**

#### 24.1. DEFINITIONS:

- a. "Funeral Leave" is defined as absence from duty because of either a death in the employee's immediate family (as the term "immediate family" is hereinafter defined), or because of the death of the employee's grandparent.
- b. "Immediate family" is defined as the husband or wife, child, brother, sister, parent, mother-in-law, father-in-law, brother-in-law, sister-in-law or grandchild of the employee, whether or not such persons resided with the employee. The definition of "immediate family" shall include the employee's step-father, step-mother and step-children by virtue of his/her current spouse; during his/her lifetime, an employee's eligibility to use step-parent funeral leave benefits shall be limited to one step-father and one step-mother, regardless of the number of his/her step-parents. For purposes of this Article only, the definition of "immediate family" shall include registered domestic partners of City employees if registered as such by the City Clerk as provided under Chapter 111 of the Milwaukee Code of Ordinances. For purposes of this Article only, include spouse's sibling's spouse in definition of brother-in-law and sister-in-law.

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

24.3. In the case of a death of the employee's grandparent, the employee may use one workday with pay to attend the funeral of that grandparent.

24.4. The Director of Employee Relations is authorized and directed to administer the provisions of funeral leave and shall require a form approved by the City Service Commission to be submitted to the employee's immediate supervisor immediately after

funeral leave is taken, and a copy of the obituary notice or other evidence of death attached, and shall require that notification be given by the employee to his/her immediate supervisor prior to taking funeral leave.

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

## **ARTICLE 25**

### **TERMINAL LEAVE**

- 25.1. An employee covered by this Agreement who retires under the provisions of the Employees Retirement System of Milwaukee (but excluding retirement on deferred or actuary reduced pensions as they are defined under the System) shall, upon retirement, be entitled to a lump sum payment equivalent to thirty (30) percent of the employee's earned and unused sick leave balance in the employee's normal sick leave account as defined in 19.4. plus one-half of the sick leave days accumulated during the previous twelve (12) months of service prior to retirement, for up to six (6) additional days. For purposes of this Article only, in the event an employee is at the maximum of 960 hours of sick leave during his/her 12 months of service immediately prior to retirement, the amount of accumulated and unused sick leave will be calculated as if he/she had been eligible to accumulate sick leave during this 12 month period.
- 25.2. Terminal leave compensation shall not affect the employee's pension benefits. Any payments made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall the payments be included in establishing pension benefits or payments.
- 25.3. Terminal leave compensation benefits shall be made as soon as is administratively practicable after the employee's effective date of retirement.
- 25.4. An employee shall receive terminal leave compensation from the City only on one occasion and from one job classification.

## **ARTICLE 26**

### **LONG TERM DISABILITY PROGRAM**

- 26.1. Basic coverage featuring benefits to age 65 after an elimination period of 180 calendar days will be provided at no cost to employees who work at least 20 hours per week on a year-round basis and have completed six months of active service following a regular or exempt appointment. Shorter elimination periods will be available through payroll deductions. An employee who is or becomes in a laid off situation shall not be eligible for LTD benefits. With the exception of the frozen "special sick leave" account, described in Article 19, LTD benefits will begin only after all other temporary disability benefits, have been exhausted.
- 26.2. During a qualifying period of disability, the LTD benefit program will provide no less than 60% of monthly base earnings (excluding bonuses and overtime) as income replacement, up to a maximum of \$5,000.00 per month, reduced by all available temporary disability benefits such as sick leave benefits; amounts available from any other city, state or federal programs which may be paid on account of the same disability; and any income earned by the employee during the period of disability.
- 26.3. Benefits payable under the LTD benefit program shall be established by an LTD benefit administrator selected by the City. The LTD benefit administrator shall provide a procedure for an employee to dispute claims and claim decisions. No dispute arising under the LTD benefit program shall be subject to the grievance and arbitration procedures set forth in this Agreement, except an allegation that the City has failed to pay required payments to the LTD benefit administrator.
- 26.4. The City shall retain the right to manage, at its sole discretion, the administration and funding of the LTD benefit program, including, but not limited to selecting, changing, or terminating third party LTD benefit administrators, operating as the LTD benefit administrator, establishing and managing reserve funds in relation to the LTD benefit program, self-funding the LTD benefit program, and entering into or terminating insurance agreements in relation to the LTD benefit program.



## **ARTICLE 27**

### **UNPAID MATERNITY/CHILDREARING LEAVE OF ABSENCE**

#### 27.1. Female Maternity/Childrearing Leave

##### a. Unpaid Maternity Leave

###### (1) Length of Leave

Maternity leave shall be granted solely for the purposes of a medical disability associated with pregnancy. A female employee shall be entitled to an unpaid maternity leave of absence beginning on the date her attending physician determines she is no longer able to work on account of medical reasons associated with her pregnancy and ending no later than 135 consecutive calendar days following the date of delivery resulting from such pregnancy.

###### (2) Extension of Maternity Leave

At his/her discretion, the employee's attending physician may extend the term of maternity leave beyond the 135-day post-delivery maximum, described above, for medical reasons associated with such pregnancy until such time as he/she determines that the employee is fit for return to work.

##### b. Unpaid Childrearing Leave

When requested, a female employee shall be entitled to an unpaid childrearing leave of absence of not more than 130 consecutive calendar days, beginning on the date her maternity leave ends. Such leave shall be granted solely for the purpose of childrearing.

##### c. The leave provided by subsection 27.1.a and 27.1.b of this Article, above, shall be without pay except that the employee may use her accumulated sick leave during the maternity portion of such leave so long as her attending physician determines that she is unfit for work on account of medical reasons associated with her pregnancy. An employee may use the accumulated vacation, holiday time or compensatory time off, which she is entitled to receive under this

Agreement, during such leave. Except when maternity leave is extended for medical reasons, as hereinbefore provided, the unpaid portion of such leaves, together with the paid portion, shall not exceed the time limits provided for in subsection 27.1.a and 27.1.b, above. Except as required by the state and federal Family and Medical Leave Acts, an employee shall not be entitled to the benefits provided under the Sick Leave Article of this Agreement during a period of childrearing leave nor shall she be entitled to the benefits under such Injury Pay Article during a period of a maternity leave.

- d. A female employee making application for maternity or childrearing leave shall provide the City Attorney with written advance notice, in a manner prescribed by the City Attorney. This notice shall include her physician's statement of the anticipated delivery date and the employee's intended beginning and ending date for the maternity/childrearing leave.

#### 27.2. Male Childrearing Leave

- a. When requested, a male employee shall be entitled to an unpaid childrearing leave of absence for up to 130 consecutive calendar days beginning on the date the employee's spouse gave birth to a child. Such leave shall be granted solely for the purpose of childrearing.
- b. Such leave shall be without pay except that the employee may use accumulated vacation, holiday time and compensatory time off to which he is entitled under this Agreement during such leave. The unpaid portion of such leave together with the paid portion shall not exceed 130 consecutive calendar days. Except as required by the state and federal Family and Medical Leave Acts, an employee shall not be entitled to receive the benefits provided under the Sick Leave Article of this Agreement during a period of a childrearing leave.
- c. A male employee making application for a childrearing leave shall provide the City Attorney with written advance notice, in a manner prescribed by the City Attorney, and indicate thereon the starting date of such childrearing leave and the anticipated date such leave will end.

27.3. Unpaid Childrearing Leaves of Absence Involving Adopted Children

- a. When requested, an employee shall be granted an unpaid special childrearing leave of up to 130 consecutive calendar days in the event such employee legally adopts a child under age five. The employee may be required to provide documentation of such adoption to the City Attorney. Such leave shall begin on the effective date of placement of the adopted child in the employee's home.
- b. Such leave shall be without pay except that the employee may use the accumulated vacation, holiday time and compensatory time off to which he/she is entitled under this Agreement during such leave. The unpaid portion of such leave, together with the paid portion, shall not exceed 130 consecutive calendar days. Except as required by the state and federal Family and Medical Leave Acts, an employee shall not be entitled to receive the benefits provided under the Sick Leave Article of this Agreement during a period of a special childrearing leave.
- c. An employee making application for a special childrearing leave for adoption purposes shall provide the City Attorney with written advance notice, in a manner prescribed by the City Attorney and indicate thereon the starting date of such special childrearing leave and the anticipated date such leave will end.

27.4. Reinstatement

- a. Unpaid Leave of Absence Less Than 90 Days  
An employee requesting reinstatement to active service from an authorized leave of absence that is less than 90 consecutive calendar days in duration shall inform the City Attorney in writing of the date on which reinstatement is requested. If the leave of absence was a maternity leave, the employee must additionally provide the City Attorney with a doctor's statement that she is able to return to active service. An employee meeting the requirements of this Article shall be reinstated to the pay step he/she occupied immediately prior to such leave of absence.
- b. Unpaid Leave of Absence Equal to or Greater Than 90 Days

An employee requesting a return to duty from an authorized leave of absence provided hereunder that is of 90 consecutive calendar days in duration or longer shall inform the City Attorney in writing of the date on which reinstatement is requested. If the leave of absence was a maternity leave, the employee must additionally provide the City Attorney with a doctor's statement that she is able to return to active service. An employee meeting the requirements of this Article shall be reinstated to the pay step classification he/she occupied immediately prior to such leave as follows:

- (1) If a vacancy exists on the date such employee requests return to work, then the employee's reinstatement shall be effective on that date.
- (2) If no vacancy exists in such classification on the date such employee requests return to work, then the employee's reinstatement shall be effective on the first date following the requested date that such vacancy occurs.

27.5. Administration

- a. During his/her probationary period, an employee shall not be eligible for the childrearing benefits provided herein. This requirement shall not apply to the maternity portion of the leave provided in 27.1.a.
- b. No benefits, including salary step increments, shall accrue to the individual during the unpaid portion of such leave.
- c. An employee who has been reinstated to duty from an unpaid childrearing leave granted for the birth or adoption of his/her child shall not be permitted an additional period of unpaid childrearing leave for that child.

## **ARTICLE 28**

### **SENIORITY FOR LAYOFF PURPOSES**

#### 28.1 Definition

- a. Seniority for layoff purposes is defined as the relative status of an employee based upon his/her regular appointment date in the job classification of Assistant City Attorney represented by the Union within the Office of City Attorney.
- b. A bargaining unit employee who accepts a promotion into a management or supervisory position within the Office of City Attorney or who accepts an appointment under Wis. Stat. § 62.51 (1) (a) shall retain his/her classification seniority, and shall not accumulate seniority while holding a management or supervisory position within the Office of City Attorney or while holding a “public office” under Wis. Stat. § 62.51.

28.2 a. Upon a reduction in supervisory and/or managerial positions, the supervisory or managerial employee affected may be returned to a job title he/she previously held in the bargaining unit but shall not displace any employee within the bargaining unit.

- b. Subject to paragraph 5 below, upon displacement from a supervisory or managerial position, the displaced supervisory or managerial employee shall be returned to a job title he/she previously held in the bargaining unit and shall displace the least senior employee within the bargaining unit if the returning employee has more seniority.

28.3 Effective Pay Period 1, 2010 thru Pay Period 26, 2010, there shall be no layoffs of bargaining unit employees. This provision shall expire at the end of Pay Period 26, 2010.

28.4 If the City reduces its work force involving bargaining unit personnel, it shall give the Union at least four weeks notice prior to the effective date of the layoff of the initially affected employee. The City and the Union shall meet within three working days of the notice to discuss layoffs. The City, at this meeting, shall provide the Union with a current seniority list of the department.

28.5 When layoffs are occasioned by emergency or Act of God, or when the duration thereof

is not expected to exceed (30) working days, the foregoing provisions regarding notice and the rules hereinafter set forth shall not apply. In such cases, the City shall notify the Union of the situation and shall meet with the Union within three working days to fully apprise it of its reasons for layoff and the expected duration thereof.

28.6. Unless there is a written finding of necessity made by the City Attorney and delivered to the Union, the order of layoff shall be inversely related to seniority of bargaining unit members in the job classification of Assistant City Attorney. A finding of necessity shall be dated and shall identify by name not more than five members of the bargaining unit whose services are deemed by the City Attorney essential to the efficient functioning of the City Attorney's office because of their unique skills or experience or because of their critical involvement in complex ongoing assignments. Bargaining unit members identified in the finding shall be exempt from seniority-based layoff. If the City Attorney has signed and delivered to the Association more than one finding of necessity, the most recent dated finding of necessity shall control. A finding of necessity made by the City Attorney shall be entitled to substantial deference and in order to be reversed by grievance arbitration shall require the Union to demonstrate by clear and convincing evidence that the finding is not within the criteria set out above. Notwithstanding the preceding sentence, a finding of necessity made and delivered to the Union by the City Attorney holding office on January 1, 2004 shall be conclusive and shall not be subject to review in any proceeding authorized under this agreement or Chapter 111.70 of the State Statutes.

28.7. Seniority shall be broken if an employee:

- a. Retires;
- b. Resigns from City employment;
- c. Is discharged for just cause;
- d. Is terminated during his/her initial probationary period;
- e. Is not recalled from a layoff for a period of three (3) years;
- f. Is recalled from a layoff and does not report for work within three (3) calendar weeks;
- g. Does not return at the expiration of a leave of absence;
- h. Accepts a position outside the bargaining unit, except as provided in 1b, above.

- 28.8. Recall of a laid-off employee shall be by application of seniority in the job classification of Assistant City Attorney in reverse order of layoff.
- 28.9 Employees having the same starting date shall have their seniority status determined as follows:
- a. If said employees' names appear on a single eligible list for the affected job, then their relative seniority status shall be determined by their rank on the eligible list.
  - b. If rank on an eligible list is not determinative, relative seniority status shall be determined by lot at the Division of Labor Relations with a Union member present.

## **ARTICLE 29**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **29.1. Grievances**

- a. A grievance is a difference of opinion or dispute involving the interpretation, application or enforcement of the provisions of this Agreement.
- b. The following matters shall not constitute a grievance hereunder:
  - (1) Interpretation, application, enforcement or administration of any matter involving the City pension systems, including the pension benefits provided by such systems and their administration.
  - (2) Termination or discipline of a probationary employee.
  - (3) The articles of this Agreement entitled Subordinate to Charter and Management Rights except as provided in 29.1.b.(4).
  - (4) Discipline of less than a one day suspension shall not be grievable; discipline for cause of one day or greater severity shall be grievable.
  - (5) Any matter which is not initiated within twenty (20) working days of the date upon which the employee knew or could reasonably have known of the event giving rise to the dispute.

#### **29.2. GRIEVANCE PROCEDURE**

- a. Step One. An employee who has a grievance shall first present the grievance orally to the City Attorney, either alone or accompanied by a Union representative.
- b. Step Two. If the grievance is not settled at the first step, it shall be reduced to writing and presented to the City Attorney. Within five (5) working days of receipt of the written grievance, the City Attorney shall furnish the employee and the Union with a written answer to the grievance.

#### **29.3. ARBITRATION PROCEDURE**

- a. If the City Attorney's written answer to the grievance is unsatisfactory to the Union, within ten (10) working days, the Union shall notify the City Labor



Negotiator in writing of its intention to refer the grievance to arbitration. After the notice of intent to proceed to arbitration is received, the grievance shall be reviewed at a meeting between the City Labor Negotiator and the President of the Union or their designees. The designated participants shall be empowered to settle the grievance. The grievance shall not be presented before an Arbitrator until such a meeting has occurred or been waived by mutual written agreement.

- b. If the grievance is not resolved by the procedure in 29.3.a, the matter shall go to arbitration. The parties shall first attempt to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within five (5) working days, the parties shall immediately jointly request the Wisconsin Employment Relations Commission to submit a panel of five (5) potential arbitrators. The Union president and the City Labor Negotiator or their designees shall, after the receipt of the lists, meet promptly to select an arbitrator. The arbitrator shall be selected by the parties' alternately striking names until one name remains. The parties shall notify the arbitrator in writing of his/her selection, and request that he/she set a time and place for an arbitration hearing.
- c. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue. The arbitrator shall have no authority to grant wage increases or wage decreases, or to increase the number of jobs in the City.
- d. The arbitrator shall have no authority to make a decision contrary to, inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law or any City ordinance.
- e. The arbitrator shall submit in writing his/her decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree in writing to an extension of the time.
- f. The arbitrator's decision shall be based solely upon his/her interpretation of the

meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

- g. The fee and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the City and the Union. Each party shall be responsible for compensating its own representatives and witnesses, and bearing the costs of its own copy of the written transcript.

29.4. Time Limit for Filing and Advancement:

- a. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City Attorney's last answer. If the City Attorney does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the City Attorney and the Union representative involved in each step.
- b. The term, "working days," as used in this Article shall mean the days in which regular City business is conducted, exclusive of weekends and holidays.

## **ARTICLE 30**

### **MISCELLANEOUS**

- 30.1. The City's Commuter Value Pass Program is extended to employees represented by Association of Municipal Attorneys. The Program shall be as established and administered by the Department of Employee Relations. During a calendar month in which an employee is receiving benefits contained in Article 17, Parking Allowance, he or she shall be ineligible to participate in the City's Commuter Value Pass Program.
- 30.2. An employee who is employed for an average of 20 hours per week shall be eligible for the following employment benefits on a prorata basis, but only when and to the extent provided for in this Agreement:

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

In addition, an employee shall be eligible for Health Insurance. Payment of Health Insurance premiums shall be prorated. Eligibility for the above benefits shall be confined to the actual employment period.

## **ARTICLE 31**

### **MEET AND CONFER COMMITTEE**

- 31.1. A meet and confer committee shall be established to discuss proposed changes in or additions to written work regulations before implementation.
- 31.2. The members of the committee shall be the City Attorney or his/her designee and the Union President or his/her designee.
- 31.3. Recommendations of the committee, if any, shall be advisory only and shall not be binding on the parties.

## **ARTICLE 32**

### **AMERICANS WITH DISABILITIES ACT (ADA)**

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

## **ARTICLE 33**

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

- 33.1. Any construction of the provisions of this Agreement shall be in harmony with the duties, obligations and responsibilities which by law devolve upon the Common Council and the City Attorney and the construction of these provisions shall preclude a construction which would or could result in an unlawful delegation of powers unilaterally devolving upon the Common Council and the City Attorney.
- 33.2. For purposes of construction and interpretation of the various provisions, this Agreement shall be considered to have been executed on the date of this Agreement is approved by the Common Council.

## **ARTICLE 34**

### **NOTICES**

- 34.1. Notices required by this Agreement shall be sent to the City Labor Negotiator. The City shall mail notices required of it to the Union's President.

## **ARTICLE 35**

### **WAIVER OF NEGOTIATIONS**

- 35.1. The parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Each party for the term of this Agreement specifically waives the right to demand or to petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.
- 35.2. The terms and conditions set forth in this Agreement can only be modified during its term by written consent of both parties.



## **ARTICLE 36**

### **SAVINGS CLAUSE**

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

## **ARTICLE 37**

### **ENTIRE AGREEMENT**

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

Dated at Milwaukee, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

All copies of this instrument being executed will have the same force and effect as though each were an original.

ASSOCIATION OF  
MUNICIPAL ATTORNEYS

CITY OF MILWAUKEE  
A Municipal Corporation

BY:

\_\_\_\_\_  
Gregg Hagopian  
Association President

\_\_\_\_\_  
Maria Monteagudo  
Employee Relations Director

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

\_\_\_\_\_  
Thomas Gartner  
Negotiating Committee Member

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

\_\_\_\_\_  
Miriam Horwitz  
Negotiating Committee Member

\_\_\_\_\_  
Kathryn Block  
Negotiating Committee Member

FOR THE CITY:

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

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

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

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

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

Attorneys 10-11 WC.doc

**SIGNATURES**

## **APPENDIX A**

### **Wellness and Prevention**

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

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

A Wellness and Prevention Committee shall be established to assist the consultant in the design of the Wellness and Prevention Program and to provide oversight of the program. The Wellness and Prevention Committee shall be comprised of nine union members appointed by the unions and three management representatives appointed by the Mayor. The City has agreed that two of the nine union members on the Wellness and Prevention committee shall be Milwaukee District Council 48, AFSCME members as determined by District Council 48. The City has agreed that two of the nine union members on the Wellness and Prevention Committee shall be from the Milwaukee Police Association (MPA) as determined by the MPA. The City has agreed that one of the nine members shall be from Milwaukee Professional Firefighters' Association Local 215 as determined by Local 215. The City has agreed that one of the nine members shall be a member from either the Milwaukee Building and Construction Trades Council (MBCTC) or Lo. 494, DPW-Electrical Group as determined jointly by MBCTC and Lo. 494, DPW-Electrical Group. The City has agreed that no other Union except DC 48 and MPA may have more than one voting member on the Committee. The City has also agreed to allow other union presidents and union staff representatives or business agents may attend and participate in all Committee meetings, but only the nine members of the Committee will be allowed to officially make decisions and/or vote if necessary.

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

The City shall develop a Request for Proposal (RFP) and solicit bids from third party vendors qualified to implement the Wellness and Prevention Program. Upon conclusion of the bidding

process, the City shall meet with the unions to review the results of the RFP. The Committee shall decide on the vendors giving due consideration to all City policies associated with the selection procedures. The City shall not spend more than two million dollars per year, including the cost of conducting the HRA, on the Wellness and Prevention Program.

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

**MEMORANDUM OF AGREEMENT**

**Between**

**THE CITY OF MILWAUKEE**

**And**

**THE ASSOCIATION OF MUNICIPAL ATTORNEYS**

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

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF MILWAUKEE

AND

ASSOCIATION OF MUNICIPAL ATTORNEYS

This Memorandum records the agreement reached on all items between the parties for the time period commencing January 1, 2010, and expiring December 31, 2011. The negotiating committee for the Association of Municipal Attorneys obtained a ratification vote from its members on October 27, 2009 concerning ratification and adoption of the City's October 15, 2009 Proposal and this Agreement.

In that the Association of Municipal Attorneys membership has properly ratified and adopted this Agreement, the City of Milwaukee Negotiating Team and the Union negotiating committee agree to recommend the items contained in this Agreement to the Common Council of the City of Milwaukee and support their adoption.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

<b>Representatives of the Association of Municipal Attorneys</b>	<b>Representatives of the City of Milwaukee Negotiating Team</b>

MEMORANDUM OF UNDERSTANDING  
Between  
THE CITY OF MILWAUKEE  
and  
ASSOCIATION OF MUNICIPAL ATTORNEYS  
  
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