

AGREEMENT
Between
CITY OF MILWAUKEE
and
FIRE EQUIPMENT DISPATCHERS
LOCAL #494, INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO

January 1, 2010- December 31, 2011

AGREEMENT
BETWEEN
CITY OF MILWAUKEE
AND
FIRE EQUIPMENT DISPATCHERS
LOCAL #494, AFL-CIO

PREAMBLE

1. THIS AGREEMENT is made and entered into at Milwaukee, Wisconsin between the CITY OF MILWAUKEE, a municipal corporation, as municipal employer, hereinafter referred to as "City," and Fire Equipment Dispatchers, Local #494, International Brotherhood of Electrical Workers, AFL-CIO, as the representative of certain employees who are employed by the City of Milwaukee in the Fire Department hereinafter referred to as "Union."
2. The parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into a complete agreement covering rates of pay, hours of work and conditions of employment.
3. The parties do hereby acknowledge that this Agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work and conditions of employment and incidental matters respecting thereto.
4. This Agreement is an implementation of the provisions of Section 111.70, Wisconsin Statutes, consistent with the legislative authority in effect on the execution date of this Agreement that is delegated to the City Common Council relating to: The Fire Chief and the Fire and Police Commission (as set forth in Section 62.50, Wisconsin Statutes), the Municipal Budget Law (as set forth in Chapter 65 of the Wisconsin Statutes), and any other statutes and laws applicable to the City.
5. It is intended by the provisions of this Agreement that there be no abrogation of the duties,

obligations or responsibilities of any agency or department of City government which is now expressly provided for respectively either by State Statute or Charter Ordinances of the City of Milwaukee except as expressly limited herein.

ARTICLE 1

DURATION OF AGREEMENT AND TIMETABLE

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

ARTICLE 2

RECOGNITION

1. The Union is recognized as the exclusive bargaining agent for employees in active service and in the following classification:

Fire Equipment Dispatcher
2. All new appointments to the Fire Communications Bureau shall be made to the Fire Equipment Dispatcher position classification.
3. Civilian clerical personnel assigned by the Fire Chief to the Fire Communications Bureau for the purpose of receiving and processing alarm reports from field companies in accordance with Departmental procedures established for this purpose by the Chief, shall not be covered by this Agreement and nothing in respect to their duties and responsibilities shall diminish the exclusive right of the Chief to establish work assignments for employees covered by this Agreement.
4. The Union recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consistent with its obligations to the employees it represents.
5. In the event a consolidation occurs in any City department, between City Departments or units thereof, whose employees, in part or in whole, are within a recognized bargaining unit and such consolidation results in a combining of the employees in the department who were members of more than one bargaining unit, then a new election shall be requested of the Wisconsin Employment Relations Commission. The certified representative, as determined by the WERC pursuant to the election, shall assume the contractual obligations of each and every consolidated unit as if no consolidation had occurred until the expiration of existing contract terms.
6. In the event new positions not now covered by the recognition provisions of this

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

ARTICLE 3

ORDINANCE AND RESOLUTION REFERENCES

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

SUBORDINATE TO LEGISLATIVE AUTHORITY

In the event that the provisions of this Agreement or its application conflicts with the legislative authority delegated to the City Common Council, the Fire Chief and the Fire and Police Commission (which authority being set forth more fully by: The Milwaukee City Charter; the statutory duties, responsibilities and obligations of the Fire Chief and the Fire and Police Commission as they are provided for in Section 62.50 of the Wisconsin Statutes; The Municipal Budget Law, which is set forth in Chapter 65 of the Wisconsin Statutes; or other applicable laws or statutes), then this Agreement shall be subordinate to such authority.

ARTICLE 5

MANAGEMENT RIGHTS

1. The Union recognizes the right of the City and Fire Chief to operate and manage its affairs in all respects. The Union recognizes the exclusive right of the Fire Chief to establish and maintain departmental rules and procedures for the administration of the Fire Department during the term of this Agreement provided that such rules and procedures do not violate any of the provisions of this Agreement.
2. The City and the Fire Chief have the exclusive right and authority to schedule overtime work as required in the manner most advantageous to the City.
3. The Fire Chief shall establish a vacation days off schedule, holidays off schedule and, if applicable, a work reduction days off schedule. In establishing these schedules the Fire Chief shall determine the maximum number of employees to be off on paid leave at any given time and scheduling of vacation days off, holidays off and, if applicable, work reduction days off shall be subject to this requirement.
4. Please note: The provisions of subsection 4 of this Article are in dispute and will be the subject of an interest arbitration between the parties. The parties agree to abide by the decision of the arbitrator with respect to subsection 4 of this Article. Effective upon execution of the 2001-2002 City-Union Agreement, trading practices as set forth in Fire Department Order C#99-1 shall be modified as needed to include the following provisions:
 - a. Only two trades per slot per shift shall be allowed. No employee shall make more than two trades per shift.
 - b. After successfully completing the initial four-month training period, an employee on probation shall make no more than 30 trades during the remainder of his or her probation.

Nothing herein shall be construed as requiring the Department to continue this practice after January 1, 2010.

5. It is understood by the parties that every duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.
6. The Fire Chief and the Fire and Police Commission reserve the right to discipline or discharge for cause; except that discipline or discharge of a new City employee during his/her probationary period shall not have to be for cause. The City reserves the right to lay off personnel of the Department. The City and the Fire Chief shall determine work schedules and establish methods and processes by which such work is performed. The City and the Fire Chief shall have the right to transfer employees within the Fire Department in a manner most advantageous to the City.
7. Except as otherwise specifically provided in this Agreement, the City, the Fire Chief and the Fire and Police Commission shall retain all rights and authority to which by law they deem it their responsibility to enforce.
8. The City shall have exclusive authority to transfer any governmental operation now conducted by it to another unit of government, and such transfer shall not require any prior negotiations or the consent of any group, organization, union or labor organization whatsoever. It is understood that in the event of transfer of this function to another unit of government that the Agreement shall remain in effect until its termination date except that either party may terminate such Agreement upon 90 days' notification after the date that such transfer shall occur.
9. The City shall have the authority to consolidate the operations of two or more departments and to reorganize the operations within a department. The City agrees, however, that in the event of consolidation of two or more departments that it shall notify the Union 90 calendar days in advance and discuss such consolidation with the Union.

10. The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City.
11. The Union pledges cooperation to increasing departmental efficiency and effectiveness. Any and all rights concerning the management and direction of the Fire Department and the employees employed therein and covered by this Agreement shall be exclusively the right of the City and the Fire Chief unless otherwise provided by the terms of this Agreement as permitted by law.

ARTICLE 6

PROBATIONARY EMPLOYEES

1. A new City employee appointed to a classification covered by this Agreement shall not be covered by the Grievance and Arbitration Procedure Article of this Agreement in differences involving matters of Departmental discipline or discharge during his/her probationary period for such classification.
2. The duration of employee probationary periods shall be prescribed by the Fire and Police Commission.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

I. GRIEVANCE PROCEDURE

A. GRIEVANCES

1. Each employee grievance filed hereunder shall be filed separately; there shall be no group grievances. By their mutual consent, the parties may waive this requirement.
2. Only differences involving the interpretation, application or enforcement of the provisions of this Agreement or the application of a rule or regulation of the Fire Chief affecting wages, hours or conditions of employment and not inconsistent with Section 62.50, Wisconsin Statutes, and amendments thereto, shall constitute a grievance under the provisions set forth below.

Matters involving approval of medical (or dental) insurance claims filed by an employee, or medical (or dental) insurance claims filed by an employee on behalf of his/her dependents, shall not constitute a grievance under the aforementioned provisions. Obligations of the City under Chapter 65, Wisconsin Statutes, and any pension matter under the exclusive jurisdiction or control of any duly constituted pension board shall not constitute a grievance under the provisions aforementioned.
3. Grievances over discipline shall be initiated at the level of the Grievance Procedure immediately above the level of the chain of command at which the discipline was administered, except that in cases of discipline administered by the Fire Chief, the grievance shall be initiated at step 3 of the Grievance Procedure and be reviewed by the Fire Chief.
4. Grievances concerning life insurance or health insurance benefits, other

than claims, shall be initiated at Step 4 of the Grievance Procedure and be reviewed by the City Labor Negotiator.

5. A Union initiated grievance filed hereunder shall be filed by a Union Steward and shall only pertain to differences involving the interpretation, application or enforcement of the "Information" and "Notice" provisions of the Agreement, Articles 39 and 42. The general steps described in I.B., below, which apply to an individual employee grievance shall apply to Union initiated grievances, as defined herein, except that Step 4 shall be the final step. The decision of the Chief Labor Negotiator shall be final.
6. All grievances and grievance appeals shall be submitted on a form provided by the City. On this form, the Union shall provide the grievant's name, payroll number, job classification and the date, time, location, nature of grievance, the specific provisions of this Agreement and/or rule and regulation of the Fire Chief allegedly violated, description of the incident(s) which gave rise to the grievance and the relief requested.
7. All appeals of duly filed grievances not submitted by the Union or employee (hereinafter referred to as "member") within the time limit specified shall be termed abandoned grievances and as such shall be considered as being resolved in favor of the City and not subject to further consideration under the provisions of this GRIEVANCE AND ARBITRATION PROCEDURE. Abandoned grievances shall not be considered precedent for future cases. Properly prepared and filed grievances shall be answered on behalf of the City within the time limits specified. In the event the City does not answer a properly filed grievance within the time limits specified and in the event such grievances are not so answered, the grievance will be forwarded to the next step in the grievance

process. By mutual agreement, the parties may waive any of the steps contained in this GRIEVANCE AND ARBITRATION PROCEDURE.

8. Newly appointed City employees shall not be covered by this Grievance and Arbitration Procedure during their probationary periods.

B. STEPS IN THE GRIEVANCE PROCEDURE

STEP 1:

The aggrieved member shall reduce his/her grievance to writing on a provided numbered form and shall present such written grievance to his Union designated representative. The Union designated representative, (the term, "Union designated representative," as used in this Grievance and Arbitration Procedure, shall refer to any one of the following Union representatives: Union Business Manager, Union Business Representative, or Union Steward; it shall be the responsibility of the Union to notify the Fire Department Administration of which such representative it designates to represent the grievant.), shall meet with the grievant; and if the grievant so desires and the Union designated representative so determines, the Union designated representative shall present the written grievance to the Fire Dispatch Manager (or in his/her absence the Fire Dispatch Supervisor) within ten (10) days of the occurrence of the incident leading to the grievance. Thereafter, the grievant, his/her Union designated representative, and the Fire Dispatch Manager of Fire Alarm and Telegraph shall meet and discuss the grievance and shall make every effort to resolve the grievance. Following said meeting, the Fire Dispatch Manager shall answer the grievance in writing, setting forth the reasons for his decision and submit same to the Union designated representative and the aggrieved within five (5) days of receipt of the written grievance.

STEP 2:

If the grievance is not resolved in step 1 above, the Union designated

representative may, within ten (10) days of the receipt of the decision of the Fire Dispatch Manager, appeal said decision to a Board of Investigation of not more than three designated by the Fire Chief. Said appeal shall be in writing and shall be submitted to the individual in the Fire Department Administration designated by the Fire Chief, and therein a request shall be made for a meeting with said Board of Investigation to consider the decision of the Fire Dispatch Manager. The Board of Investigation and the Union designated representative shall meet at a mutually agreeable time within ten (10) days of receipt of said written appeal to the Board of Investigation. The grievant shall be entitled to be present at such appeal meeting and shall have the right to be represented by the Union-designated representative and the parties shall discuss the decision of the Fire Dispatch Manager in good faith and attempt to resolve the matter. Within ten (10) days of this meeting, the Board of Investigation shall, in writing, advise the Union designated representative and the Grievant of its determination with respect to the grievance, setting forth the reasons for its decision.

STEP 3:

If the grievance is not resolved in Step 2 above, the Union designated representative may, within ten (10) days of receipt of the answer from the Board of Investigation, appeal the grievance to the Fire Chief. Such appeal shall be in writing, and therein a request should be made for a meeting between the Fire Chief, the grievant, and the Union designated representative. At the meeting, to be held at a mutually agreeable time within ten (10) days of receipt of said written appeal to the Fire Chief, the parties shall discuss the grievance and the various answers and decisions in good faith in an attempt to resolve the grievance. Within ten (10) days of such meeting, unless the time period is mutually extended by the parties, the Fire Chief shall in writing advise the Union designated representative

and the grievant as to the Chief's decision with respect to the grievance. If a Union grievance involving a matter of Departmental discipline is not settled at the third step, the Union may proceed to final and binding arbitration as hereinafter provided.

STEP 4:

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

II. GRIEVANCE ARBITRATION

- A. Final and binding arbitration may be initiated by serving upon the employer a notice in writing of an intent to proceed to final and binding arbitration within 30 days of receipt of the third step answer. Said notice shall identify the grievance and the employees involved.

- B. Unless the parties can, within seven (7) calendar days following the receipt of such written notice, agree upon the selection of an arbitrator, either party may in writing request the Wisconsin Employment Relations Commission to submit a list of five (5) arbitrators to both parties. The parties, shall within seven (7) calendar days of the receipt of the list, select the arbitrator by alternately striking names from the list until one name remains. Such person shall then become the arbitrator.
- C. The arbitrator so selected shall hold a hearing at a time and place convenient to the parties within fifteen (15) calendar days of notification of his/her selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall take such evidence as in his/her judgment is appropriate to the dispute. Statements of positions may be made by the parties and witnesses may be called. In disputes involving application of rules or regulations of the Fire Chief, the Chief or his designated representative shall be permitted to participate in the proceeding and to state the Chief's position on the dispute.
- D. The arbitrator shall neither add to, detract from, nor modify the language of the Agreement or of the rules and regulations in arriving at a determination of any issue presented that is proper for final and binding arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.
- E. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.
- F. In reviewing any difference over application of a departmental rule or regulation under this grievance and arbitration procedure the arbitrator shall take into account the special statutory responsibilities granted to the Fire Chief under Section 62.50,

Wisconsin Statutes, and amendments thereto. The arbitrator, shall not impair the ability of the Fire Chief to operate the department in accordance with the statutory responsibilities under Section 62.50, Wisconsin Statutes, and amendments thereto, nor shall he/she impair the authority of the Fire Chief to maintain, establish and modify rules and regulations for the operation of the Fire Department, provided such rules and regulations are not in violation of the specific provisions of this Agreement. In addition, the arbitrator shall not prohibit the Fire Chief from executing departmental rules and regulations in a fair and equitable manner.

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

ARTICLE 8

PROHIBITION OF STRIKES AND LOCKOUTS

1. The Union pledges itself to make every effort to maintain unimpaired the fire service and protection of the community. It shall not cause, condone, counsel or permit its members, or any of them, individually or in concert, to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Fire Department.
2. Should one or more members of the bargaining unit during the term of this Agreement or any extension thereof breach the obligations of subsection 1, the City Labor Negotiator shall immediately notify the officers of the Union that a prohibited action is in progress.
3. The Union shall forthwith, and in any event within twelve hours by the senior responsible officer of the Union, disavow said strike; shall order its member or members in writing to return to work or cease the prohibited activity; and provide the City Labor Negotiator with a copy of its order; or alternatively accept the responsibility for the strike.
4. If the Union disavows the prohibited activity, the City shall not hold the Union financially responsible and the Union shall interpose no defense to the City's imposition of such penalties or sanctions as the City may assess against the participants. Such penalties may include:
 - a. Discharge
 - b. Loss of compensation, vacation benefits and holiday pay
 - c. Extra tours of duty without pay
5. There shall be no lock out by the City during the term of this Agreement.

ARTICLE 9

DEFINITIONS

1. "Active Service"

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

2. "Length of Service"

"Length of Service," as used herein, shall mean the duration of time an employee was in active service, including active service while employed as a member of the Fire Department prior to the execution date of this Agreement. For purposes of interpretation and construction of the provisions of this Agreement, a new City employee appointed to a classification covered by this Agreement shall not accrue credit towards length of service during his/her probationary period; provided however, upon completion of his/her probationary period and attaining regular status in such job classification, the employee shall be entitled to retroactive credit towards his/her length of service as a probationary employee in such job classification.

3. "Employees Covered by This Agreement"

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

Fire Equipment Dispatcher

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

hereinbefore defined.

5. An individual receiving an ordinary disability retirement allowance shall be deemed a new City employee and the date of his/her appointment in the Bureau of Fire Communications shall be his/her date of employment for the purposes of this Agreement and its terms and conditions.
6. "Civilian Employees"
All Fire Equipment Dispatchers shall be deemed civilian employees.
7. "City," as used herein, shall include any person, agent or instrumentality acting on behalf of the City within the scope of its authority, express or implied.

ARTICLE 10

BASE SALARY

During the term of the 2010-2011 Agreement the bi-weekly rates of pay shall be those that became effective Pay Period 14, 2009.

1. Commencing Pay Period 14, 2009 (June 28, 2009), the biweekly base salary paid to employees in the Fire Equipment Dispatcher classification shall be as follows:

Step 1.	1,449.26	Step 5.	1,694.30
Step 2.	1,485.61	Step 6.	1,789.88
Step 3.	1,551.49	Step 7.	1,862.08
Step 4.	1,621.35	Step 8.	1,933.94

6. An employee completing one (1) year of active service within a pay step other than the highest pay step shall advance to the next higher pay step of his/her classification. During the term of the 2010-2011 Agreement, there shall be no pay step advancement. The no pay step advancement provision shall expire at the end of Pay Period 26, 2011.
7. An employee remaining in the classification he/she was in immediately prior to execution of this Agreement shall continue to be paid at the pay step at which he/she was paid immediately prior to execution of this Agreement.
8. An employee's base salary shall be paid biweekly and shall be in compensation for the full performance of the regularly scheduled hours of work for the given biweekly pay period in accordance with the HOURS OF WORK provision of this Agreement. When less than the full schedule of hours is worked by an employee during any such biweekly pay period, the employee's biweekly base salary shall be reduced by an amount equivalent to his/her hourly base salary computed on the basis of his/her average work week in effect as established under the Hours of Work Article of this Agreement for each hour, or fraction thereof to the nearest 0.1 of an hour, during which work is not performed.

9. The parties agree that where the City deems it necessary to aid recruitment, the City may make reallocations or change recruitment rates during the term of this Agreement; however, in such cases, the City agrees to inform the Union prior to implementing such changes.
10. The City reserves the right to make classification changes, but the changes shall not operate to reduce the salary of current incumbents. These changes shall not be subject to any established grievance procedure.
11. All employees shall participate in direct deposit of paychecks.
12. There shall be no more than four furlough days during calendar year 2010 and no more than four furlough days during calendar year 2011. The policies as set forth in the Department of Employee Relations Mandatory Furlough and Administrative Guidelines policy dated June 19, 2009 regarding benefits during furlough days shall apply in calendar years 2010 and 2011. The agreement between the City and the Union regarding furlough days shall not be used by either party in any grievances, prohibited practice complaints, or any other legal actions. This provision shall expire December 31, 2011.

ARTICLE 11

HOURS OF WORK

1. Subject to subsection 3 of this Article, below, the normal hours of work shall be established by the Common Council through passage of ordinances and shall average 40 hours per week.
2. Within the normal hours of work established as set forth above, the Fire Chief shall establish regular work shifts for employees covered by this Agreement.
3. In the event the Common Council, from time to time during the term of this Agreement proposes to change the ordinances establishing the normal hours of work pursuant to the provisions of this Article, the City Labor Negotiator shall, prior to the enactment of any such ordinances, notify the Union and discuss the proposed changes with the Union.
4. Administration and control of the provisions of this Article shall be by the City.

ARTICLE 12

OVERTIME AND SHIFT & WEEKEND DIFFERENTIAL

A. Overtime

Please note: The provisions of subsection A.1. of this Article are in dispute and will be the subject of interest arbitration between the parties. The parties agree to abide by the decision of the arbitrator with respect to subsection A.1. of this Article.

1. An employee covered by this Agreement shall be compensated in cash at a straight time rate (1x) computed on the basis of his/her hourly rate of pay for the average work week in effect as established under the Hours of Work Article of this Agreement for all time worked authorized by the Fire Chief in excess of his/her normal hours of work. Whenever the Fair Labor Standards Act (FLSA) requires the City to compensate overtime performed by an employee at a rate of time and one-half (1.5X) his/her base salary rate, the City shall comply with this requirement and compensate such work at a rate of time and one-half (1.5X) computed on the basis of the employee's hourly rate of pay for the average work week in effect as established under the HOURS OF WORK Article of this Agreement. Resolution of disputes involving application, interpretation or enforcement of Fair Labor Standards Act provisions applicable to employees covered by this Agreement shall be solely and exclusively reserved to the U. S. Department of Labor and the courts designated by the FLSA for review thereof.
2. Employees covered by this Agreement shall be required to work such authorized overtime when so ordered by the Fire Chief. An employee who is required to work and who then asserts that he/she is ill shall be required to provide acceptable medical substantiation of that illness. The City shall not be responsible for the payment of any fee charged by the physician or dentist to provide the acceptable medical

substantiation.

3. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such benefits be included in the determination of pension benefits or other fringe benefits.
4. Applications of the provisions of this Article shall not result in pyramiding of the compensation provided herein with any other compensation to which employees would otherwise be eligible for either under this Agreement or by any other means.
5. Administration and control of the provisions of this Article shall be by the City.

B. Shift and Weekend Differential

1. An employee who works at least four (4) hours of his/her regularly scheduled 8-hour shift within the second or third shift shall be paid, in addition to his/her base salary, the following shift differential premium for all the hours worked during that shift:
 - a. Second shift - 3:30 p.m. - 11:30 p.m. - \$0.40 per hour
 - b. Third shift - 11:30 p.m. - 7:30 a.m. - \$0.45 per hour
2. An employee who works at least four (4) hours on a Saturday, Sunday or holiday shall be paid, in addition to his/her base salary, the following premiums:
Saturday work - \$0.50 per hour (all shifts)
Sunday and Holiday work - \$0.60 per hour (all shifts).

The holiday differential premium shall apply to the designated holidays listed

below:

New Years Day (January 1)
Martin Luther King, Jr. Day (third Monday in January)
Good Friday
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Thanksgiving Day (fourth Thursday in November)
Christmas Day (December 25)

3. An employee who is on paid vacation, holiday, '09' day or sick leave during a period in which his/her regular shift assignment is the second or third shift or first shift weekend, shall receive any second or third shift differential premium pay or weekend differential premium pay that he/she would have received had he/she not been on paid leave; however, the holiday differential premium shall be paid only on the basis of work performed on a holiday.
4. An employee performing work under the OVERTIME provision of this Agreement shall not be paid the shift differential premium for the same hours regardless of the period worked.
5. For administrative purposes, shift differential premiums shall be computed to the nearest 0.1 of an hour.

ARTICLE 13

COURT OVERTIME

1. Employees covered by this Agreement who are required to appear in court on authorized Fire Department business during their off-duty hours, shall be compensated in cash as follows:
 - a. Each court appearance, less than or equal to two hours in duration, shall be compensated at straight-time rates (1X), computed on the basis of the employee's hourly rate of pay for the average work week in effect as established under the HOURS OF WORK Article of this Agreement; however, a minimum of two hours' pay at straight-time rates (1X), computed as above, shall be granted an employee covered by this Agreement when he/she is officially required to appear in court on his/her own time, provided he/she is excused before completing the two-hour minimum.
 - b. Each court appearance greater than two hours in duration shall be compensated at straight time rates (1X) for the first two hours of such appearance and at a rate of time and one-half (1 1/2X) for all time beyond the first two hours of such appearance. Such compensation shall be computed on the basis of the employee's hourly rate of pay for the average work week in effect as established under the HOURS OF WORK Article of this Agreement.
 - c. Notwithstanding the foregoing, within any court appearance, all court-ordered lunch time shall be unpaid.
2. Except as provided in subsection 1.a. of this Article (two-hour minimum), above, such pay shall be granted for each actual hour or nearest 0.1 of an hour spent in court beginning at the time the employee appears in court and ending at the time the employee is released by the court.

3. Employees compensated for a court appearance under the provisions of this Article shall be required to turn over to the City any witness fees received for such appearance and make no subsequent claim for them whatsoever.
4. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
5. Application of the provisions of this Article shall not result in pyramiding of the compensation provided herein with any other compensation to which employees would otherwise be eligible for either under this Agreement or by any other means.
6. Administration and control of the provisions of this Article shall be by the City.

ARTICLE 14

NON-EMERGENCY OVERTIME

1. For non-emergency off-duty assignments employees may be granted compensatory time off on a straight time basis in lieu of compensation in cash at a straight-time rate (1X).
2. The decision to pay in the form of compensatory time off in lieu of cash and the scheduling of compensatory time off earned hereunder shall be at the sole discretion of the Fire Chief.
3. Administration and control of the provisions of this Article shall be by the City.

ARTICLE 15

ACTING PAY

1. When the Fire Chief determines that there is an operational deficiency in the normal on-duty staffing for Fire Dispatch Supervisor, he shall correct such deficiency through the temporary assignment of an employee covered by this Agreement. Such an assignment shall be made from employees deemed qualified by the Fire Dispatch Manager or his designee, who have requested such assignment in the order of their seniority in the Bureau of Fire Communications. Compensation for such assignment shall be at a rate of \$11 per work shift. The compensation described hereunder shall be provided if the employee so assigned serves for 4 hours of the Fire Dispatch Supervisor's full work shift. An employee on trade shall not be eligible for such assignment; except that the Fire Dispatch Manager, or his designee, may permit an employee on trade to perform such an assignment when he deems it appropriate.
2. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
3. Administration and control of the provisions of this Article shall be by the Fire Chief, provided, however, that the Fire Chief may, as he sees fit, in an emergency situation, suspend these provisions.

ARTICLE 16

PAID LUNCH

All employees shall be entitled to a paid lunch period in accordance with Departmental practices established for that purpose.

ARTICLE 17

PENSION RIGHTS

Except as provided in this Agreement, the City agrees not to change or diminish employee pension benefits provided by Chapters 34 or 36 of the City Charter. Employees covered by this Agreement, individually and collectively, expressly consent and agree to the changes in pension benefits specified in this Agreement even though their implementation by subsequent legislation may be considered a diminishment or impairment of annuities and other benefits within the meaning of Section 36.13(2) of the ERS Act.

ARTICLE 18

PENSION BENEFITS

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

a. **Service Retirement Allowance**

Commencing January 1, 1996, an employee in active service, who has attained age 55 and has completed 30 years of creditable service in the Employee's Retirement System (ERS), will be eligible to retire on a normal service retirement allowance as computed under Chapter 36.05 (1) d. of the ERS Act. This paragraph shall not affect the eligibility for a Protective Survivorship option, the minimum service retirement age or any other ERS benefit. Employees who retire under a normal service retirement allowance based upon attaining age 60 or age 55 with 30 years of service shall be eligible for a pension escalator as specified under Chapter 36-05-1-h-4.

b. **Duty Disability Benefits**

(1) Employees who retire on a duty disability retirement allowance on or after January 1, 1995 shall be eligible for a duty disability retirement allowance equal to 75% of final average salary and shall continue to receive such allowance during their period of eligibility until their mandatory conversion date. Employees whose duty disability is first effective prior to their attaining age 60 shall have a mandatory conversion date which is the date upon which

they attain age 65. Employees whose duty disability retirement is first effective on or after their attaining age 60 shall have as their mandatory conversion date a date which is five years from the date their duty disability retirement is first effective. On the mandatory conversion date, employees shall convert from a duty disability retirement allowance to a service retirement allowance.

c. Military Service

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

d. Seasonal Laborer Service

Notwithstanding any provision of Chapter 36-05 of the Milwaukee City Charter and the Rules of the Annuity and Pension Board, for employees retiring on a service retirement allowance on or after January 1, 2005 with at least 5 years of City service, hours worked as a City Laborer-Seasonal or Playground Laborer Seasonal (MPS) shall be taken into account in determining the amount of their service retirement allowance. The additional creditable service earned under this provision shall be granted in accordance with Board Rules and shall not exceed one year of creditable service. The additional creditable service earned under this paragraph shall not be taken into account for any other purpose including, but not limited to determining eligibility for a service retirement allowance under Chapter 36-05-1-d or f, a deferred retirement allowance under chapter 36-05-6-b-2 or 6-d-2, an early retirement allowance under Chapter 36-05-6-b-3 or 6-c, or eligibility for additional imputed service credit under Chapter 36-04-4.

- e. Employees hired on or after the execution date of the Agreement 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.

- f. 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. This provision shall expire at the end of 12/31/2011.
- g. Employees who during calendar year 2010 only retire from active service on a normal service retirement, including an allowance under sec. 36-05-1-d-3 of the City Charter, or from active service on an immediate retirement allowance under sec. 36-05-6-c of the City Charter, shall be eligible for a bonus year in accordance with sec. 36-04-1-f of the City Charter. At such employee's discretion, the bonus year may be added either to the employee's age for purposes of retirement eligibility, or to creditable service. The bonus year may be divided into one month increments and used for a combination of additions to age and creditable service, not to exceed a total of twelve months. All or part of the bonus year cannot be applied to earn more than 35 years of creditable service or to exceed the 70% of final average salary limitation stated in sec. 36-07-10-f of the City Charter. In order to be eligible for this benefit the employee shall provide notice, of his or her intent to retire in 2010, to the Department Head or designee by August 31, 2010. This provision shall expire December 31, 2010.

ARTICLE 19

LIFE INSURANCE

1. Amount of Life Insurance Coverage

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

sixty-fifth (65th) birthday and by an additional 16-2/3% on his/her seventieth (70th) birthday and by an additional 16-2/3% on his/her seventy-fifth (75th) birthday but in no event to less than 50% of annual base salary. "Employee" shall have the meaning given in §350-25(3) of the Milwaukee Code of Ordinances.

2. Adjustment of Coverage

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

3. Conditions and Eligibility for Election of Coverage

- a. Subject to the terms and conditions provided in subsections 3.b. through 3.f. of this Article, below, an employee shall be entitled to elect the amount of life insurance coverage provided in subsection 1., above, upon completion of 180 consecutive calendar days of active service as a full-time (at least 40 hours per week) employee following his/her initial date of employment with the City.
- b. The election of life insurance coverage shall be in a manner prescribed by the City.
- c. An employee meeting the eligibility requirements for election of life insurance coverage must make such election within 30 consecutive calendar days after the date his/her eligibility is first established. If the employee fails to make such election within this time limit, the election shall be made only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.
- d. An employee shall become entitled to the life insurance coverage provided in

subsection 1., above, 30 consecutive calendar days following the date he/she elects such coverage.

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

4. Cost of Life Insurance Coverage

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

5. Conditions and Limitations on Benefits

- a. An employee eligible to elect life insurance coverage must elect the maximum amount to which he/she is entitled to under subsection 1.a., 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.

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 20

HEALTH INSURANCE

1. Benefits

a. Basic Plan

Basic Plan health insurance benefits shall be the same as the Basic Plan benefits that were provided in the 2007-2009 City/Union Agreement, except for the following changes:

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

The Utilization Review Case Management Program shall be extended to include all treatments for mental health disorders, substance abuse and home health care services.

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

b. Health Maintenance Organization (HMO) Plans

- (1). Employees shall have the right to select coverage under an HMO Plan approved by the City in lieu of coverage provided by the Basic Plan. The

benefits for employees enrolled in an HMO plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations.

- (2). The City may offer to employees an Exclusive Provider Organization (EPO) Plan instead of or in addition to a Health Maintenance Organization (HMO) Plan. An EPO Plan offered by the City shall use a Southeastern Wisconsin network and shall only include in-network benefits. There shall be no coverage for services obtained outside of the EPO Plan network. The benefits for employees enrolled in an EPO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations. In the event that the City offers an EPO Plan instead of or in addition to an HMO Plan, any references to "Health Maintenance Organization" or "HMO" in this Agreement shall be understood to also refer to an "Exclusive Provider Organization", "EPO", or to a combination of Health Maintenance Organizations and Exclusive Provider Organizations.
- (3) Effective December 1, 2009, or the first full month following execution of the 2007-2009 Agreement, whichever is later, the following co-payments shall be implemented:
 - (a) An employee shall pay a \$10.00 office visit co-payment (OVCP) for all office or urgent care visits due to illness or injury, except as noted in 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. The emergency room co-payment will be waived if the insured is admitted directly to the hospital.
- (e) The prescription drug card plan under the uniform benefits shall be replaced with a three-tier drug card plan. The designation of legend drugs and the assignment of drugs to the following tiers shall be determined by the plan:
 - i. Tier 1 co-payment equal to \$5.00;
 - ii. Tier 2 co-payment equal to \$17.00;
 - iii. Tier 3 co-payment equal to \$25.00;
 - iv. Legend Drugs co-payment equal to \$5.00;
 - v. Mail Order Drug co-payment amount for a three-month or 90-day supply shall be equal to the co-payment amount for a two-month or 60-day supply.

c. Basic Dental Plan

Basic Dental Plan insurance benefits shall be the same as the benefits provided for in the DENTAL SERVICES GROUP CONTRACT FOR THE CITY OF MILWAUKEE, effective March 1, 1984 (such contract approved by Common Council resolution file #82-2109-n, adopted March 2, 1984). 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 (PDP).

d. Prepaid Dental Plans (PDP)

Employees shall have the right to select coverage under a Prepaid Dental Plan (PDP) approved by the City in lieu of the coverage provided by the Basic Dental Plan.

e. Provisions Applicable to All Plans:

- (1) The City will not pay for any services or supplies that are unnecessary according to acceptable medical procedures.
- (2) The City shall have the right to require employees 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 methods, measures and procedures it deems necessary to restrict abuses and/or excessive costs in application of the benefits provided under subsections 1.a. through 1.d., inclusive, of this Article, above.
- (4) The City, in conjunction with its insurance carrier, shall have the right to develop and implement any other cost containment measures it deems necessary.
- (5) An employee's health/dental insurance benefits provided by this Article shall terminate on the last day of the calendar month in which the employee is removed from the Fire Department payroll; provided however, that when an employee is suspended from duty without pay, such benefits shall not terminate on the last day of the calendar month in which the suspension begins if the suspension ends prior to the last day of the next following calendar month. The Fire Department Administration will provide written advance notice to an employee indicating the date on which his/her health/dental insurance coverage will be terminated. Notwithstanding the foregoing, an employee's health insurance coverage shall not terminate so long as he/she and/or his/her dependent(s) are eligible for and receiving health insurance coverage under the specific provisions of this Agreement that are applicable to individuals not on the Department payroll. This exception does not extend the termination date of an employee's dental insurance coverage beyond the last

day of the calendar month in which the employee is removed from the Department payroll.

- (6) 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 the Agreement.
- (7) Both a Wellness and Prevention Program and Committee shall be implemented. A description of both the program and the committee is appended hereto as Appendix B.

2. Eligibility for Benefits

a. Employees in Active Service

- (1) Basic Plan and Health Maintenance Organization (HMO) Plans.

Employees in active service shall be entitled to health insurance benefits under either the Basic Plan or an HMO Plan at their option so long as they remain in active service.

- (2) Dental Benefits

Employees in active service shall be entitled to the Dental Plan benefits provided in subsections 1.c. or 1.d. of this Article so long as they remain in active service. All employees, while in active service may participate in either the Dental Plan or a Prepaid Dental Plan (PDP) with the same enrollment status that they maintain for their health insurance benefits. Individuals not in active service shall not be eligible for dental benefits.

b. Duty Disability

Employees in active service who commence receiving a duty disability retirement allowance from January 1, 2010, through December 31, 2011, as such allowance is defined in Section 36.05(3) of the ERS Act, shall be entitled to the benefits provided

in subsections 1.a. or 1.b. of this Article, above, from January 1, 2010, through December 31, 2011, so long as they continue to receive such duty disability retirement allowance.

- c. An employee who retires on normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) during the term of this Agreement, with at least 15 years of creditable service, shall be entitled to the benefits provided in subsections 1.a. or 1.b., during the term of this Agreement, so long as he or she is at least 60 and less than age 65. Thereafter, such individual shall be entitled to the same health insurance benefits concurrently provided employees in active service covered by the effective agreement between the City and the Union as is in effect from time to time, so long as he or she is at least age 60 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 2.a.(2), 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.
- d. An employee in active service who retires having attained age 55 with 30 years of creditable service shall between the ages of 55 and 65 be entitled to the benefits provided in subsection 1.a. and 1.b. during the term of this Agreement. Thereafter, such individual shall be entitled to the same health insurance benefits concurrently provided employees in active service covered by the effective agreement between the City and the Union as in effect from time to time, so long as he/she is at least age 55 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 2.c., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in

which the deceased retiree would have obtained age 65.

- e. 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 20.2.c. or d., subject to the provisions of those sections and shall be subject to the cost of coverage provisions under Article 20.3.c. Thereafter, such employees who retire on a normal pension during 2010 shall, subject to the provisions of those sections, be eligible for the benefits referenced in subsection 20.2.c. or d. and shall be subject to the cost of coverage provisions under Article 20.3.c.

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

a. Employees in Active Service

(1) Basic Plan Calendar years 2010 and 2011

- (a) Prior to implementation of a Health Risk Assessment (HRA), an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$75.00 per month for single enrollment when such employee's enrollment status is single and \$150.00 per month for family enrollment when such employee's enrollment status is family.

- (b) Effective the first full calendar month following implementation of the annual HRA, for active employees enrolled in the Basic Plan, the employee contributions shall be as follows:

- i. The employee contribution shall increase to \$85.00 per month for single enrollment when an employee's enrollment status is single and to \$170.00 per month when an employee's enrollment status is family.
- ii. The employee contributions shall also increase \$20.00 per month over the amounts specified in 3.a.(1)(b)i., above, for each adult covered by the plan (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.
- iii. For an employee in the single plan and for an employee and his or her spouse (if applicable) in the family plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be \$75.00 per month for single enrollment when an employee's enrollment status is single and \$150.00 per month for family enrollment when an employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

(2) Health Maintenance Organization Plan-Calendar Years 2010 and 2011

- (a) 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.

- (b) 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 (3)(b)i., above, for each adult (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.
 - iii. For an employee in a single HMO plan and for an employee and his or her spouse (if applicable) in a family HMO plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be reduced to \$20.00 per month for single enrollment when an employee's enrollment status is single and \$40.00 per month for family enrollment when an employee's enrollment status is family.
- (c) In addition to the amounts specified in subsections (3)(a) and (3)(b), 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.

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

- (4) An employee who exhausts his/her sick leave during the term of this Agreement and who has completed at least 12 months of active service shall be permitted to maintain the benefits for the plan he/she was covered under on the date his/her sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. For the time period January 1, 2010, through and including December 31, 2011, the City's contribution towards the cost of maintaining the benefits during this period shall be as provided for respectively in subsections 3.a, above. The provisions of this subsection shall not cover retirees (including disability retirements).

b. Duty Disability

Depending on the individual's single/family enrollment status during the time period of January 1, 2010, through December 31, 2011, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection 3.a. of this Article, above.

- c. Employees who retire between January 1, 2010 and December 31, 2011
 - (1) Eligible employees under 2.c. or 2.d who retire between January 1, 2010, and December 31, 2011, and who are enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$30 per month for single enrollment when such employee's enrollment status is single and \$60 per month for family enrollment when such employee's enrollment status is family. The amount of retiree contribution shall be deducted from the retiree's pension check. Any subscriber costs for single or family enrollment in excess of the above stated amounts shall be paid by the City. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost plan to retirees offered by the City, the foregoing \$30 employee contribution shall be waived. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost plan to retirees offered by the City, the foregoing \$60 employee contribution shall be waived.
 - (2) For eligible employees under subsections 2.c. or 2.d. 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 1.a. or b, above, having the lowest single enrollment

subscriber cost for retirees to the City. For eligible employees under subsections 2.c. or 2.d. who retire between January 1, 2010, and December 31, 2011, and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for family enrollment in the HMO plan elected of 100% of the monthly subscriber cost of family enrollment for retirees in the Plan offered by the City pursuant to subsection 1.a. or 1.b, above, having the lowest family enrollment subscriber cost for retirees to the City. If the per capita subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the retiree shall have the amount of excess cost deducted from his/her pension check. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for single enrollment for retirees in an HMO Plan of 100% of the monthly subscriber cost of single enrollment for retirees in the Basic Plan. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for family enrollment for retirees in an HMO Plan of 100% of the monthly subscriber cost of family enrollment for retirees in the Basic Plan.

(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 subsections 3.c. shall be applicable to a surviving spouse

eligible for retiree health insurance benefits under subsection 2.c. or 2.d. of this Article.

4. Cost of Coverage -- Dental Plan Only

During the time period January 1, 2010, through and including December 31, 2011, the City will contribute an amount up to \$13.00 per month for single enrollment and an amount up to \$37.50 per month for family enrollment towards meeting the subscriber cost of the dental plan elected. If the subscriber cost for single or family enrollment in the Dental Plan exceeds the maximum City contribution provided, the employee shall have the amount of such excess cost deducted from his/her pay check on a monthly basis.

5. Self-Administration Offset

The per capita subscriber costs associated with the health or dental insurance coverage provided by each of the plans listed in subsection 1., above, includes amounts allocable to the administrative costs of the carriers providing such coverage. If the City elects to self-administer the Basic Plan and/or the Basic Dental Plan, then effective with the calendar month during which this election becomes effective, and so long as it continues in effect, the maximum City contributions provided in subsections 3 and 4, above, for employees covered by such a self-administered plan shall be reduced by an amount equal to 100% of the difference between the monthly administrative costs associated with such plan prior to the effective date it became self-administered and the monthly administrative costs associated with the plan when it is self-administered, capitated for each subscriber in the plans on the basis of single or family enrollment status. While in effect, this provision shall not increase an employee's payroll deductions required to meet the costs of his/her health/dental insurance benefits beyond the deductions that would be required under subsections 3, 4 and 8 of this Article, if the provision was not in effect.

6. Right of City to Select Carrier

It shall be the right of the City to select and, from time to time, to change any of its carriers

that provide the benefits set forth in subsection 1. of this Article; 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).

7. Non-duplication

- a. If more than one City employee is a member of the same family, as that term is defined in provisions of the Plans defined in subsection 1. of this Article, 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 or elects to participate, benefits under the City plan shall be coordinated with such systems but shall not operate to increase or diminish the extent of the coverage.
- c. A retiree shall be ineligible to receive the retiree health insurance benefits provided hereunder when receiving health insurance benefits from other employment or from the employment of the retiree's spouse.
- d. City health insurance cost contributions provided hereunder to 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 3.c., of this Article, towards the cost of coverage for the City's Medicare Supplemental Plan.

8. Employees on Leave of Absence

Employees in active service may elect to be covered by the benefits in subsections 1.a. or

1.b. of this Article, above, while on an authorized leave of absence. Individuals on an authorized leave of absence 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 12 months of an employee's authorized leave of absence.

9. There shall be a 270-day waiting period for pre-existing conditions for the benefits provided by the Basic Plan. This 270-day waiting period shall not apply to employees who: (a) retire during the term of this Agreement; and (b) following their retirement, are not enrolled in the Basic Plan; and (c) subsequently elect to enroll in the Basic Plan while still eligible to receive the Basic Plan benefits provided to retirees by this Agreement. Said waiting period shall also not apply to surviving spouses of such employees who, following the death of their employee-spouses, elect to enroll in the Basic Plan during the period of time they are eligible hereunder to receive the Basic Plan benefits provided by this Agreement. Such waiver of the 270-day waiting period shall not be available more than once during the lifetime of an employee and/or his/her surviving spouse.

10. Effective Date

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

ARTICLE 21

TERMINAL LEAVE

1. Terminal Leave Benefits

An employee whose effective date of retirement occurs during the term of this Agreement retiring on City Pension under the Employees' Retirement System of Milwaukee plan (but excluding an employee retiring on deferred or actuarially reduced pensions, as they are defined under the system) shall, upon retirement, be entitled to receive a one-time-only lump sum payment equivalent to 30% of the employee's accumulated and unused sick leave plus one-half of the sick leave days accumulated during the previous 12 months of service, for up to 6 additional days.

2. Administration of Terminal Leave Benefits

- a. Employees shall be eligible to receive this benefit only once during their lifetimes.
- b. Payments made under the provisions of this Article shall not be construed as being part of the employee's base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement.
- c. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.
- d. The terminal leave benefit payment to which an employee is eligible to receive shall be made by separate check as soon as is administratively practicable after the employee's effective date of retirement.
- e. The City shall administer and control the provisions of this Article.

ARTICLE 22

SICK LEAVE

1. DEFINITION: "Sick Leave" shall mean all necessary absence from duty because of illness, bodily injury, exclusion from employment because of exposure to contagious disease.
2. Eligibility for sick leave with pay for employees newly appointed to City employment shall begin after completion of six months' active service in the Fire Department, but sick leave credit shall be earned from date of appointment.
3. During the term of this Agreement, an employee shall earn sick leave with pay at the rate of one and one-quarter (1 1/4) work shifts for each calendar month of active service or 4.6 working hours for each two (2) weeks of active service. Sick leave with pay earned by employees shall be credited to their sick leave accounts. Employees may utilize sick leave with pay credited to their accounts during periods of sick leave for the period of time they would have worked in accordance with the regularly scheduled hours of work as established under the HOURS OF WORK provision of this Agreement.
4. Sick leave accrual shall be capped at 960 hours (120 work days).
5. As a condition of eligibility for receipt of sick leave benefits, employees must comply with the following requirements:
 - a. Employees requesting sick leave must notify their immediate supervisor directly and no later than one hour before their shift begins. Such notice must include the nature of the disability. Employees returning from sick leave must notify their immediate supervisor directly and no later than one shift (eight hours) before their shift begins.
 - b. Employees shall be required to submit acceptable medical substantiation from a private physician or dentist for each instance of sick leave exceeding four (4) consecutive work shifts or 72 hours, whichever is less. The City shall not be responsible for the payment of any fee charged by the physician or dentist to provide

- the acceptable medical substantiation.
- c. An employee may be required to provide acceptable medical substantiation from a private physician or dentist for each absence, regardless of duration, if the Fire Chief is informed or believes that the employee is misusing sick leave; under such circumstances, the City shall not be responsible for the payment of any fee charged by the physician or dentist.
 - d. Employees on sick leave shall not leave their residence on any scheduled On-Duty date during such leave. If employees are required to leave their residence to visit their personal physician or a Department physician or for any other justifiable reasons, they shall notify or arrange to notify their immediate superior of their actual whereabouts prior to their leaving.
 - e. An employee who is on sick leave as of Friday of one week and who has not returned to duty by the following Tuesday, shall report to the Headquarters Building on each Tuesday which is a normally scheduled On-Duty day, at the time designated by the Fire Chief for the duration of such sick leave. If such employee is not ambulatory, has a conflicting medical appointment elsewhere at that time or is hospitalized, such employee shall telephone the Assistant Chief or Department Secretary to inform of his/her condition.
 - f. Employees are not permitted to engage in any off-duty employment while on sick leave.
6. When acceptable medical substantiation from an employee's private physician or dentist is required, the failure of the employee to comply with this requirement shall permit the City to deny that employee the sick leave benefits provided hereunder until he/she is in compliance with such requirement.
 7. Employees who use their accumulated sick leave credit and then are placed on duty disability retirement pension all as a result of duty-incurred injuries shall be entitled to have

21 calendar days of sick leave with pay added to their sick leave accounts upon returning to active service.

8. Sick Leave Incentive Program

a. The Sick Leave Incentive Program shall be continued through Trimester 3,2011. Nothing herein shall be construed as requiring the City to continue the program after the end of Trimester 3,2011.

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

Trimester 1 - Pay Period 1-9

Trimester 2 - Pay Period 10-18

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

c. Eligibility

An employee shall be eligible for a sick leave control incentive payment under subsection 8.d. of this Article, below, provided in a Trimester set forth under subsection 8.b. of this Article, above, if:

- (1) During the full term of such trimester, such employee did not use any paid sick leave, was not on an unpaid leave of absence, and was not suspended from duty for disciplinary reasons (including time spent suspended from duty with pay pending disposition of charges or appeal from charges, Departmental or otherwise). In the event all charges giving rise to a suspension are subsequently dismissed, the employee's eligibility for a sick leave control incentive payment in a Pay Period Unit shall be re-determined and if the employee would have otherwise been eligible for the payment, but for the suspension, he/she shall be deemed eligible for the payment; and
- (2) Such employee did not receive injury pay during the term of such Trimester (except in cases when the employee suffered a verifiable lost-time work-related injury and returned to work for his/her next regularly scheduled work

shift following occurrence of the injury); and

- (3) Such employee was in active service for the full term of such Trimester; and
- (4) As of the end of such Trimester such employee had an amount of earned and unused sick leave in his/her sick leave account equivalent to the maximum amount of sick leave that could be earned in 12 calendar months under the provisions of subsection 3.

d. A special sick leave incentive payment:

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

e. Administration

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

9. Administration and control of sick leave benefits shall be by the City.

ARTICLE 23

LONG TERM DISABILITY PROGRAM

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

administrator, establishing and managing reserve funds in relation to the LTD benefit program, self-funding the LTD benefit program, and entering into or terminating insurance agreements in relation to the LTD benefit program.

ARTICLE 24

FUNERAL LEAVE

1. DEFINITIONS:

- a. "Funeral Leave" is defined as absence from duty because of death of a family member or relative.
- b. "Immediate family" is defined as the employee's husband or wife, brother, sister, parent or child, including his/her foster parents and foster children, and the employee's grandparents or grandchildren. Effective upon execution of the 2010-2011 Agreement, "Immediate family" is defined as the employee's husband or wife, registered domestic partner (registered under Chapter 111 of City Ordinance), brother, sister, parent or child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, step-children by virtue of the employee's current spouse or step-parents, provided, however, that during an employee's lifetime funeral leave for step-parents shall be limited to one step-mother and one step-father, regardless of the number of step-parents.

2. An employee covered by this Agreement shall be granted funeral leave with pay because of death in his/her immediate family for the time period beginning with the time of death, up to and including the day of the funeral; provided, however, that the maximum amount of funeral leave with pay for each instance of death in the immediate family shall be three work days. An employee covered by this Agreement shall also be granted funeral leave with pay because of the death of his/her mother-in-law, father-in-law, son-in-law or daughter-in-law, but such funeral leave shall be limited to the day of the funeral. Effective upon execution of the 2010-2011 Agreement, an employee covered by this Agreement shall be granted funeral leave with pay because of death in his/her immediate family for the time period beginning with the time of death, up to and including the day of the funeral; provided, however, that

the maximum amount of funeral leave with pay for each instance of death in the immediate family shall be three work days.

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

ARTICLE 25

INJURY PAY

1. When employees covered by this Agreement sustain injuries within the scope of their employment for which they are entitled to receive worker's compensation temporary disability benefits, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), they may receive 70% of their base salary as "injury pay" instead of such worker's compensation benefits for the period of time they may be temporarily totally or temporarily partially disabled because of such injuries. Such injury pay shall not be granted for not more than 365 calendar days for any one compensable injury or recurrence thereof.
2. In providing injury pay in an amount equal to 70% of the employee's base salary, the employee agrees to allow the City to make a payroll adjustment to his/her biweekly pay check deducting an amount equal to 30% of his/her base salary for that portion of the pay period he/she received injury pay and make no subsequent claim for said amount whatsoever. Such deduction shall be administered so as not to reduce employee pension benefits. For purposes of interpretation of the provisions of this Article, the term base salary as used herein shall mean the employee's base salary pay rate in effect during the pay period he/she is claiming injury pay as that base salary rate is established in the BASE SALARY provision of this Agreement.
3. After "injury pay" benefits have been exhausted, employees shall have the option of accepting sick leave benefits or accepting Worker's Compensation temporary disability benefits. This option, which shall be in writing, may be terminated without prejudice to temporary, total, or temporary, partial, disability benefits under the Worker's Compensation Act thereafter, but such termination shall not be retroactive and any sick leave already used at the time of such termination of option shall not be restored to the employee.

4. Questions involving eligibility for injury pay shall be determined under the applicable law and the substantive and procedural rules of the Department of Industry, Labor and Human Relations relative to Worker's Compensation and in the event of a dispute between the City and the employee relative to such eligibility, the Department of Industry, Labor and Human Relations and the courts upon the statutorily prescribed review thereof shall be the sole and final arbiters of such dispute.
5. As a condition of eligibility for receipt of such injury leave benefits, employees must comply with the following requirements:
 - a. Employees requesting injury leave must notify their immediate supervisor directly and no later than one hour before their shift begins. Such notice must include the nature of the disability. Employees returning from injury leave must notify their immediate supervisor directly and no later than one hour before their shift begins.
 - b. Employees on injury leave shall not leave their residence on any scheduled On-Duty day during such leave. If employees are required to leave their residence to visit their personal physician or a Department physician or for any other justifiable reasons, they shall notify or arrange to notify their immediate superior of their actual whereabouts prior to their leaving.
 - c. The Fire Chief reserves the right to order a Department representative or physician to investigate any case at any time and to further order appropriate treatment on the advice of the Department physician. The Department physician has the authority to order an employee on injury leave to return to duty.
 - d. An employee who is on injury leave as of Friday of one week and who has not returned to duty by the Following Tuesday, shall report to the Headquarters Building on each Tuesday which is a normally scheduled On-Duty day, at the time designated by the Fire Chief for the duration of such injury leave. If such employee is not ambulatory, has a conflicting medical appointment elsewhere at that time or is

hospitalized, such employee shall telephone the Assistant Chief or Department Secretary to inform of his/her condition.

- e. Employees are not permitted to engage in any off-duty employment while on injury leave.
6. If the Internal Revenue Service (IRS) determines that the injury pay benefits provided hereunder are taxable as wages, then beginning with the effective date of such determination, the City will no longer require the 30% employee deduction from injury pay benefits provided for in subsections 1 and 2 of this Article, above.
7. In all third-party claims or actions, the City shall not be limited in its recovery to the amount of temporary disability benefits which would otherwise have been payable under the Worker's Compensation Act, but shall instead be entitled to recover the amount of injury pay received by the employee.
8. Probationary employees shall not be entitled to the injury pay benefits provided hereunder for any injury they may sustain while on duty during the period of time they are assigned to the Fire Academy, or the Bureau of Fire Communications for recruit training. Such employees shall instead be covered by State of Wisconsin Workers' Compensation Act (WCA) temporary disability benefits during such period, including all applicable terms and conditions provided for in the WCA. The provisions of subsections 5 and 7 shall be applicable to employees covered hereunder. An employee who is receiving an ordinary disability retirement allowance shall not be entitled to injury pay benefits provided hereunder and shall be covered by WCA temporary disability benefits during the period he/she receives his/her ordinary disability retirement allowance including all applicable terms and conditions provided for in the WCA.
9. In no case shall temporary disability benefits and "injury pay" be allowed for the same period.
10. Administration and control of the provisions of this Article shall be by the City.

ARTICLE 26

MILITARY LEAVES

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

a. Subject to the terms and conditions provided in subsections l.b. through l.d. of this Article, below, employees shall be entitled to time off with pay when they are required to take a leave of absence for: (i) military training duty and/or (ii) military duty in the State of Wisconsin because of riot or civil disturbance.

b. Maximum Amount of Time Off With Pay

(1) Continuous Service

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

(2) Intermittent Service

If either military training duty leave or military duty on account of civil disturbance is taken on an intermittent basis during the calendar year, then such leave with pay shall not exceed ten (10) regularly scheduled work shifts during the calendar year when the employee's normal hours of work average 40 hours per week.

(3) Combined Maximum

During each calendar year of this Agreement, the amount of time off with pay for military leaves of absence provided hereunder that is taken by an employee on a continuous service basis, together with the amount taken on an intermittent service basis shall in aggregate not exceed ten (10) regularly

scheduled work shifts for military training duty and ten (10) such shifts for military duty in the State of Wisconsin because of riot or civil disturbance when the employee's normal hours of work average 40 hours per week.

c. All employees who, because of honorable service in any of the wars of the United States, are eligible for veterans' preference for employment by the City and/or as provided in Section 45.35 (5) of the Wisconsin Statutes (as it may be amended from time to time), shall receive full City pay plus all military pay for duty covered under subsection 1.b. of this Article, above. In all other cases, the employee agrees to allow a payroll adjustment to his/her biweekly pay check, deducting an amount equal to his/her military pay for such duty (up to a maximum equal to his/her City pay received under subsection 1.b. of this Article, above), and to make no subsequent claim for it whatsoever. Such deduction shall be administered so as not to reduce employee pension benefits.

d. **Return to City Employment from Short-Term Military Leave**
The time off with pay for short-term military leaves provided hereunder shall be granted only if the employee taking such leave reports back for City employment at the beginning of his/her next regularly scheduled work shift after the expiration of the last calendar day necessary to travel from the place of training or civil disturbance duty to Milwaukee following such employee's release from military duty.

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

a. Employees who enlist or are inducted or ordered into active service in the Armed Forces of the United States or the State of Wisconsin pursuant to an act of the Congress of the United States or the Legislature of the State of Wisconsin or an order of the Commanders-in-Chief thereof, shall be granted a leave of absence during the period of such service.

- b. Upon completion and release from active duty under honorable conditions and subject to the terms and conditions provided in subsection 2.c., below, employees on military leaves of absence shall be reinstated into the positions they held at the time of taking such leave of absence or to a position of like seniority, status, pay and salary advancement, provided, however, that they are still qualified to perform the duties of their positions or similar positions.
- c. The rights to reinstatement provided in subsection 2.b. of this Article, above, shall be terminated unless the employee satisfies the following conditions:
 - (1) Reinstatement From Military Reserve or National Guard Duty
 - (a) Initial Enlistment With At Least Three Consecutive Months of Active Duty
An employee who is a member of the Reserve or National Guard component of the Armed Forces of the United States and is ordered to an initial period of active duty for training of not less than three consecutive months shall make application for re-employment within 31 days after:
 - (i) such employee's release from active duty from training after satisfactory service, or (ii) such employee's discharge from hospitalization incident to such active duty for training or one year after such employee's scheduled release from such training, whichever is earlier.
 - (b) All Other Active Duty
Subject to Section 673b, Title 10, United States Code, an employee not covered under subsection 2c(1)(a) of this Article, above, shall report back for work with the City: (i) at the beginning of the employee's next regularly scheduled work shift after the expiration of the last calendar day necessary to travel from the place of training to the place of

employment following such employee's release from active duty, or (ii) such employee's discharge from hospitalization incident to such active duty for training or one year after such employee's scheduled release from such training, whichever is earlier.

For purposes of interpretation and construction of the provisions of subsections 2c(1)(a) and 2c(1)(b) of this section, full-time training or any other full-time duty performed by a member of the Reserve or National Guard component of the Armed Forces of the United States shall be considered active duty for training.

(2) Other Military Service With Active Duty Of At Least 90 Consecutive Days

An employee inducted or enlisted in active duty with the Armed Forces of the United States for a period of at least 90 consecutive days, where such active duty is not covered by subsection (1), above, shall, upon satisfactory completion of military service, make application for re-employment within 90 days after: (i) such employee's release from active duty, or (ii) such employee's discharge from hospitalization incident to such active duty or one year after such employee's scheduled release from active duty, whichever is earlier.

(3) Exclusions From Reinstatement Benefits

In the event an individual granted a leave of absence for military service under this Article fails to meet the requirements provided in subsections 2c(1) or 2c(2) of this Article, above, or the employee's military service is not covered under these two subsections, the City shall be under no obligation or requirement to reinstate such individual to City employment.

3. Military Funeral Leaves of Absence

Employees shall be allowed to attend military funerals of veterans without loss of pay when a request for the leave is made by a proper veteran's organization that the service of such

officer or employee is desired for the proper conduct of a military funeral.

4. Induction Examinations

Employees shall be entitled to time off with pay for time spent taking physical or mental examinations to determine their eligibility for induction or service in the armed forces of the United States; such time off with pay shall be granted only for examinations conducted by a United States military agency.

5. Administration

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

ARTICLE 27

TIME OFF FOR JURY DUTY

1. Employees, other than those employed on a provisional basis, shall be entitled to time off with pay while on jury duty upon presentation of satisfactory evidence relating to this duty to the Fire Department Administration Bureau; all other cash compensation exclusive of parking expenses received by the employee for jury duty shall be immediately paid over to the City Treasurer and the employee shall make no subsequent claim for it whatsoever.
2. Employees shall not lose any of their vacation or holiday time off scheduled during a period of jury duty; all such time off shall be rescheduled by the Fire Department Administration.
3. On days when the employee is normally scheduled to work, no greater amount of time off for jury duty shall be granted than is necessary. If an employee is called for jury duty on such day and reports thereto without receiving a jury assignment for that day, or if he/she is engaged in jury duty for part of such day, he/she shall immediately notify his/her immediate supervisor of this fact by telephone and report back to work for the remainder of his/her work day. If the employee is engaged in jury duty for part of a day that falls on a work day, then such requirement to report back to work shall not be applicable on days where the amount of time remaining in the employee's regularly scheduled shift for that day, together with travel time from the jury duty site to the employee's duty assignment location, does not allow for a work period of reasonable length; in this circumstance, the employee shall still be required to notify his/her immediate supervisor in accordance with the requirement set forth above. The criteria used in determining what constitutes reasonable length shall be based on present Fire Department practices covering jury duty for employees whose normal hours of work average 40 hours per week; notwithstanding the foregoing, an employee released from jury duty prior to 1:30 p.m. on a work day must report back to work for the remainder of his/her work day.

4. While on authorized jury duty, employees shall be considered by the Fire Department to be working the day shift and shall be permitted to change their off-duty days (regular off and vacation days) subject to approval from the Fire Department Administration. If the employee's off-duty days are changed, the employee shall be required to turn over all jury duty payments he/she receives (excluding official travel pay) to the City; in the event the employee's off-duty days are not changed, he/she shall be entitled to retain the jury duty payments he/she receives for jury duty performed on his/her off-duty days, but shall be required to turn over to the City all other jury duty payments he/she receives (excluding official travel pay).
5. If the employee's regularly scheduled work shift is from 11:30 p.m. to 7:30 a.m. on the day immediately preceding the first day of his/her jury duty assignment, then he/she shall be relieved from duty on that regularly scheduled work shift.
6. An employee receiving a notice to report for jury duty from the Court System shall immediately notify the Fire Dispatch Manager and provide him/her with a copy of this notice. The Fire Chief reserves the right to request the Court System to postpone an employee's jury duty in order to limit the number of employees off on jury duty at any one time. Prior to submitting a request for postponement, the Fire Department Administration will notify the employee(s) affected and, if an employee requests, discuss the matter with the employee.
7. Administration and control of the provisions of this Article shall be by the City.

ARTICLE 28

VACATIONS

1. Definitions

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

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

2. Eligibility for vacation shall begin after the completion of twelve (12) months of active service following appointment. An employee whose service is expected to continue so as to complete a year's active service may, after six months of active service and at the sole discretion of the Fire Chief be allowed to take vacation time within the year of appointment. However, if the employee leaves the service of the City before the completion of the initial 12-month period, that vacation shall be deemed unearned and payments made during the vacation shall be deducted upon termination of employment.

3. a. An employee shall earn vacation time since his/her last anniversary date at the following rate:
- (1) One (1) eight-hour work day for each calendar month of active service since an employee's last anniversary date up to a maximum of ten (10) eight-hour work days per calendar year for an employee with less than five (5) years of active service
 - (2) One and one-half (1.5) eight-hour work days for each calendar month of active service since an employee's last anniversary date up to a maximum of fifteen (15) eight-hour work days per calendar year for an employee with at least five (5) years but less than ten (10) years of active service.
 - (3) Two (2) eight-hour days for each calendar month of active service since the employee's last anniversary date, up to a maximum of twenty (20) eight-hour days per calendar year for an employee with at least ten (10) years but less than fifteen (15) years of active service.
 - (4) Two and one-half (2.5) eight-hour work days for each calendar month of active service since an employee's last anniversary date up to a maximum of twenty-five (25) eight-hour work days per calendar year for an employee with at least fifteen (15) years of active service but less than 22 (22) years of active service.
 - (5) Three (3) eight-hour work days for each calendar month of active service since and employee's last anniversary date up to a maximum of thirty (30) eight-hour work days per calendar year for an employee with at least twenty-two (22) years of active service.
- b. For purposes of pro-rating, an employee in active service for at least fourteen (14) days in a calendar month shall be deemed as having been in active service for the full calendar month; in the event the employee is in active service for less than 14 days in a calendar month, then the employee shall be deemed as not being in active service

at all during the calendar month.

- c. The time period during which an employee earns vacation with pay for a calendar year shall be limited to the employee's period of active service between his/her anniversary date for that calendar year and his/her immediate preceding anniversary date. The amount of vacation time taken during a calendar year, except for separation from service as provided in subsection 5 below, shall be limited to the maximums noted in this subsection, above. These maximums are not guarantees; an employee is not entitled to any greater vacation with pay in a calendar year than that which he/she has earned for that calendar year.
 4. Employees covered by this Agreement shall, on a seniority basis, be permitted to select up to five (5) consecutive vacation days to be taken during "prime time" periods. "Prime time periods" are defined as follows:
 - May 26 - September 7, inclusive. Effective in calendar year 2006, Memorial Day through Labor Day, inclusive;
 - November 16 - November 29, inclusive; and
 - December 21 - January 3, inclusive.
- In the event that prime time days are still available after each employee has had an opportunity to make his/her selection, employees may, on a seniority basis, pick vacation hours from the remaining available prime time days.
5. Vacations shall be taken on a fiscal year basis rather than calendar year basis. For purposes of this Article, fiscal year shall be defined as Pay Periods 1-26 or 27, whichever is appropriate.
 6. Except as provided in subsections 6 and 7 of this Article, below, employees must use vacation time during the fiscal year for which such vacation time is earned; employees who do not use all of their entitled vacation time within the fiscal year for which it was earned shall lose all rights to the unused time off. Employees will be allowed to carry over 2 days

or 16 hours into the ensuing year which is to be used by April 1st of that year. Effective upon execution of the 2010-2011 Agreement, employees shall be allowed to carry over 3 days (24 hours) into the following year. Such carried-over vacation must be used by April 1 of that year.

7. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. Any employee who leaves the service of the City due to resignation, retirement, termination, discharge, layoff or death will have the compensation for vacation time owed the City deducted from the final pay check. In the event the employee's last pay check is for an amount less than the amount of compensation owed the City, a deduction shall also be made from the employee's next preceding pay check that covers the balance of compensation owed the City. Any employee who leaves the service of the City due to resignation, retirement, layoff or death or who takes military leave will be paid for earned vacation time that has accumulated. If an employee returns to duty prior to his/her next following anniversary date, any vacation time earned and taken hereunder shall be offset against the employee's earned vacation time for the calendar year in which that anniversary date falls. Discharged employees are not entitled to pay for accumulated vacation time.
8. An employee on authorized injury leave as a result of a duty-incurred injury may use vacation scheduled during the period of such leave provided he/she notifies the Fire Dispatch Manager orally of this fact prior to the start of such vacation and indicates the time when the vacation is to be used. An employee on authorized injury leave as a result of a duty-incurred injury not using vacation scheduled during the period of such leave because he/she did not make a request for it shall have his/her unused vacation rescheduled by the Fire Department Administration when he/she returns to duty, if it is possible to do so, before the end of the fiscal year. In the event the Fire Department Administration is unable to reschedule all of the employee's remaining unused vacation before the end of the fiscal year,

the employee shall be entitled to receive a lump sum payment equivalent to the dollar value of the remaining unused vacation at the end of the fiscal year, computed on the basis of the employee's base salary rate in effect at the time for which the vacation was originally scheduled. This lump sum payment shall be made as soon as is administratively practicable following the end of the fiscal year. The lump sum payment shall not be construed as being part of the employee's base salary and shall not be included in the computation of any fringe benefits enumerated in this Agreement. The lump sum payment shall not have any sum deducted for pension benefits nor shall it be included in any computation establishing pension benefits or payments. When authorized by the Fire Department Administration, an employee may elect to carry over into the next succeeding fiscal year any remaining unused vacation that the Fire Department Administration was unable to reschedule by the end of the fiscal year, instead of the lump sum payment provided above. The vacation carried over shall be used by April 1 of the next following fiscal year or the employee will lose all rights to it, including all rights to the lump sum payment provided above. The scheduling of carried-over vacation shall be subject to availability of the dates requested by the employee, require prior approval by the Fire Dispatch Manager and shall in no way affect the scheduling of other employee vacations.

9. An employee on authorized sick leave may use vacation scheduled during the period of such leave, provided he/she notifies the Fire Dispatch Manager orally of this fact prior to the start of such vacation and indicates the time when such vacation is to be used. An employee on authorized sick leave not using vacation scheduled during the period of such leave because he/she did not make a request for it shall have his/her vacation that was scheduled during such leave rescheduled by the Fire Department Administration when he/she returns to duty if it is possible to do so before the end of the fiscal year. In the event the Fire Department Administration is unable to reschedule all of the employee's remaining unused vacation before the end of the fiscal year, the City, upon the employee's return to duty, will restore to

the employee's sick leave account an amount of time equal to the amount of unused vacation.

10. Employees in active service shall have time spent receiving a duty disability retirement allowance included as years of service for purposes of computing current and prospective vacation benefits. This subsection shall not apply to time spent receiving an ordinary disability retirement allowance.
11. The vacation with pay benefits computed under the provisions of this Article shall be the full and only vacation benefits to which employees covered by this Agreement shall be entitled during calendar years 2010 and 2011.
12. The assignment and scheduling of vacations with pay shall be controlled by the Fire Chief.
13. Administration and control of the provisions of this Article shall be by the City.
14. As soon as administratively practicable, vacation shall be earned on a biweekly basis, rather than a calendar year basis.

ARTICLE 29

HOLIDAYS

1. Amount of Holiday Time

Employees in active service during a calendar year shall continue to have eight work days in lieu of holidays scheduled by the Fire Chief. In addition, an employee may schedule two (2) eight-hour days off per calendar year and one additional eight-hour day to be designated as Martin Luther King day.

2. Earning of Holiday Time

a. Holiday Time Benefit Earning Rate

All time off in lieu of paid holidays that employees are entitled to receive in a calendar year under the provisions of subsection 1., above, shall be earned at a rate of one-twelfth (1/12) of such time off for each calendar month of active service during that calendar year.

b. Pro rata Earning of Holiday Time

Employees shall earn time off in lieu of paid holidays, prorated on the basis of their length of service during that year computed to the nearest calendar month.

c. Less Than Full Calendar Year of Active Service

For purposes of prorating, an employee in active service for at least 14 days in a calendar month shall be deemed as having been in active service for the full calendar month; in the event the employee is in active service for less than 14 days in a calendar month, then the employee shall be deemed as not being in active service at all during such calendar month.

3. Administration of Holiday Time

a. Except as provided in subsections 3.b. and 3.c. of this Article, below, time off in lieu of paid holidays must be used in the calendar year in which it was earned; employees

who do not use all of their entitled holiday time within the calendar year in which it was earned lose all rights to the unused time off.

- b. An employee on authorized injury leave as a result of a duty-incurred injury may use holiday off time scheduled during the period of such leave provided he/she notifies the Fire Dispatch Manager orally of this fact prior to the start of such holiday time off. An employee on authorized injury leave as a result of a duty-incurred injury not using holiday off time scheduled during the period of his/her leave, because he/she did not make a request for it shall have his/her unused holiday off time rescheduled by the Fire Department Administration when he/she returns to duty, if it is possible to do so, before the end of the calendar year. In the event the Fire Department Administration is unable to reschedule all of the employee's remaining unused holiday off time before the end of the calendar year, the employee shall be entitled to receive a lump sum payment equivalent to the dollar value of the remaining unused holiday off time at the end of the calendar year, computed on the basis of the employee's hourly base salary rate in effect at the time for which the holiday off time was originally scheduled. This lump sum payment shall be made as soon as is administratively practicable following the end of the calendar year. The lump sum payment shall not be construed as being part of the employee's base salary and shall not be included in the computation of any fringe benefits enumerated in this Agreement. The lump sum payment shall not have any sum deducted for pension benefits nor shall it be included in any computation establishing pension benefits or payments. When authorized by the Fire Department Administration, an employee may elect to carry over into the next succeeding calendar year any remaining unused holiday off time that the Fire Department Administration was unable to reschedule by the end of the calendar year, instead of the lump sum payment provided above. The scheduling of carried-over holiday off time shall be subject to availability of the

dates requested by the employee, require prior approval by the Fire Dispatch Manager and in no way affect the scheduling of other employee holiday off time.

- c. An employee on authorized sick leave may use holiday time off scheduled during the period of such leave, provided he/she notifies the Fire Dispatch Manager orally of this fact prior to the start of such holiday time off and indicates the time when such holiday time off is to be used. An employee on authorized sick leave not using holiday time off during the period of such leave because he/she did not make a request for it shall have his/her holiday time off that was scheduled during such leave rescheduled by the Fire Department Administration when he/she returns to duty if it is possible to do so before the end of the calendar year. In the event the Fire Department Administration is unable to reschedule all of the employee's remaining unused holiday time off before the end of the calendar year, the City, upon the employee's return to duty, will restore to the employee's sick leave account an amount of time equal to the amount of unused holiday time off.
4. The assignment and scheduling of all time off in lieu of paid holidays shall be controlled by the Fire Chief.
5. Administration and control of the provisions of this Article shall be by the City.

ARTICLE 30

SAFETY GLASSES & UNIFORMS

1. The City will provide safety glasses for employees who are required to wear glasses for corrective purposes under the same provisions these glasses are provided for other City employees.
2. Employees covered by this agreement shall be provided with the following articles of initial uniform allowance:
 - 3 shirts
 - 3 pair of pants
 - 1 belt
3. The City shall replace articles of current initial issue whenever such articles have been condemned by the Department on account of normal wear and tear.
4. All items of initial issue prescribed from time to time by the Fire Chief shall remain the property of the City and shall revert to the Fire Department upon the employee's severance from service.
5. The provisions of this Article shall be under the administration of the City.

ARTICLE 31

TUITION AND TEXTBOOK REIMBURSEMENT

1. Employees covered by Veteran's Administration benefits pertaining to tuition or textbook reimbursement shall not be entitled to receive the reimbursement benefits provided hereunder.
2. In the event an employee meets the criteria specified under paragraphs 3 and 4 of this Article, below, the City shall effective upon the execution date of this Agreement provide the employee reimbursement of tuition, laboratory fees and required textbooks for approved courses of study up to a maximum reimbursement of \$600 in calendar years 2010 and 2011, of which \$300 may be used for reimbursement of costs for laboratory fees and required textbooks.
3. In order for the employee's course of study to qualify for reimbursement under paragraph 2 of this Article, above, the following criteria must be met:
 - a. All coursework and related homework must be done on the employees own time.
 - b. All courses of study shall be related to an employee's job or to a reasonable promotional opportunity within the City and be approved by the Fire Department Administration. Graduate courses must be directly related to an employee's present position.
 - c. Courses must be taken at accredited institutions or schools currently approved by the Department of Employee Relations.
 - d. All courses taken must be of three (3) or more weeks duration except that any portion of a calendar year tuition maximum may be used for short courses (less than three weeks' duration) that are approved by management.
 - e. An employee must submit an application for reimbursement and itemized receipts to a City designated administrator on a form provided by the City no later than four (4)

weeks following the starting date of the course for which reimbursement is requested. All receipts for tuition and required textbooks must be submitted with the application within the four week time limitation. Any changes in the request for reimbursement must be reported to the Department of Employee Relations within one week of the change.

- f. An employee shall present evidence to a City designated administrator of successful completion for those Fire Department approved courses of study that they are requesting reimbursement. Such evidence shall be submitted in writing to the aforesaid administrator within eight (8) weeks following completion of such Fire Department approved courses of study and shall consist of the final grade report for each such Fire Department approved course of study. A Fire Department approved course of study shall be deemed successfully completed if:
 - (1). A grade of "C" or higher is received and such course of study is an undergraduate course of study; or
 - (2). A grade of "B" or higher is received and such course of study is a graduate course of study; or
 - (3). When grades are not given or a non-credit course of study is taken, then the employee must present to aforesaid City designated administrator, within the time limit above described, a written statement from the course's instructor that the employee has satisfactorily completed the course of study.
4. Employees must remain in service for a six-month period after receiving Tuition and Textbook Reimbursement from the City or the amount reimbursed will be deducted from the employee's final paycheck.
5. Payment of reimbursement provided in subsections 1 and 2 of this Article, above, shall be made as soon as is administratively practicable after the reimbursement application and evidence of successful completion of the Fire Department approved courses of study for

which such reimbursement is being requested is received by aforesaid City designated administrator. The City may pay up front those tuition and textbook costs for programs offered by and as determined by the City's Training and Development Unit. If an employee does not meet criteria in paragraph 3 of this Article, above, payment will be deducted from the employee's paycheck.

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

ARTICLE 32

EDUCATIONAL PROGRAM

1. An employee who has an Associate Degree in Fire Science and Technology shall receive an annual payment of \$200 under the terms and conditions set forth in subsections 4 through 10 of this Article.
2. An employee who has a Baccalaureate Degree in Fire Science and Technology shall receive an annual payment of \$300 under the terms and conditions set forth in subsections 4 through 10 of this Article.
3. An employee who has a Masters Degree in Fire Science and Technology shall receive an annual payment of \$400 under the terms and conditions set forth in subsections 4 through 10 of this Article.
4. An employee who is eligible for more than one of the payments provided in subsections 1 through 3 of this Article in a calendar year shall only be entitled to receive the largest of the payments for that calendar year.
5. Only degrees in Fire Science and Technology from colleges or universities approved by the North Central Association of Colleges and Secondary Schools shall be eligible for the payments provided in subsections 1 to 3 of this Article.
6. These payments shall be made on an annual basis as soon as possible after December 31 of the calendar year in which eligibility is established therefor. No payments will be made to an employee for any calendar year in which he/she did not remain in the employment of the Fire Department for the full calendar year. An employee who attains the required degree during the calendar year shall be paid a prorated amount from the first pay period after the date the degree is awarded to December 31 of that calendar year.
7. Educational Pay shall not be used in the calculation of overtime pay or in the calculation of pension benefits. Any payment made under the provisions of this Article shall not have any

sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.

8. An employee who has earned an Associate Degree or a Baccalaureate Degree in Fire Science and Technology shall request that the degree-granting institution send a report to the Milwaukee Fire Department with a statement as to the date on which the degree was conferred, the major field of study pursued, a notation that such major area of study was fire science and technology and that the institution was a member in good standing of the North Central Association of Colleges and Secondary Schools at the time the degree was granted.
9. An employee shall be responsible for making the necessary requests of the educational institution for the purpose of informing the Milwaukee Fire Department as to his/her attainment of a degree and shall be responsible for any costs associated therewith.
10. Administration and control of the provisions of this Article shall be by the City.

ARTICLE 33

LIMITATIONS UPON UNION ACTIVITY

1. No Union member or officer shall conduct any Union business on City time except as specified in this Agreement or as authorized by the Fire Chief, City Labor Negotiator, or the Labor Policy Committee of the Common Council.
2. No Union meeting shall be held on City time nor on City property.

ARTICLE 34

MEETING TIME

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

ARTICLE 35

NEGOTIATIONS

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

ARTICLE 36

OFF-DUTY EMPLOYMENT

1. Except as otherwise herein provided, employees covered by this Agreement shall devote their whole time and attention to the service of the Fire Department and they are expressly prohibited from engaging in any other business or occupation. Employees covered by this Agreement shall be permitted to work in another business or occupation provided that such employment is approved by the Fire Chief ; and provided further that such employment does not occur while the employees are on sick leave or duty-incurred injury leave or during a period of an existing emergency; and provided further that such employment does not interfere with the rights of the Fire Chief to schedule or assign overtime. The week, for purpose of this provision, begins at 8:00 a.m. on Sunday and ends at 8:00 a.m. on the next Sunday following. No more than 8 hours of such employment is permitted on any calendar day.
2. The Fire Chief reserves the right, if in his judgment such off-duty employment by an employee renders him/her unfit for any reason to perform his/her full duty, or interferes in any way with the performance of his/her duty, to exercise his authority to take whatever action he deems proper, including the withholding of benefits accruing to employee which are discretionary with the Fire Chief.
3. If evidence comes to the attention of the Fire Chief that certain employment places the Fire Department in jeopardy for any reasons, the Chief reserves the right to prohibit such particular work or job, or to take other necessary action to protect the best interest of the community in the area of fire protection and/or fire protection capability.
4. When the Fire Chief decides that, in his judgment, a state of emergency exists, he may unilaterally rescind, for the duration of the emergency, any and all of the off-duty employment privileges outlined in subsection 1, above.

5. All off-duty employment shall be under the strict control and administration of the Fire Chief, who shall have the right to establish Rules and Regulations to administer and control the off-duty employment benefits provided in subsection 1 of this Article, above.

ARTICLE 37

BANK OF HOURS FOR UNION ACTIVITY

1. The Union shall advise the City of the names of its representatives. One or more of any representatives from the Union shall be paid regular base salary for up to a combined maximum of 45 hours for the time spent by any Union representative engaged in the processing of grievances, any conference called by the City (including collective bargaining sessions), any business pursued by the Association at the City's request during regular working hours, any time spent by representatives of the Union at Union meetings and executive board meetings which occur during their regular working hours; except no payment will be made for such time outside the representatives' normal workdays. Reasonable travel time will be allowed.
2. The names of the duly chosen representatives of the Union shall be submitted to the City Labor Negotiator sufficiently in advance of any proposed use of time off hereunder so as to permit reasonable advance notification to the Fire Chief of such case.
3. It is understood that the provisions of this Article shall not be applied in a manner that results in any overtime expenditures by the City.
4. The City Labor Negotiator shall interpret and administer the provisions of this Article.

ARTICLE 38

AGENCY SHOP

1. The City will deduct from the biweekly earnings of all employees represented by the recognized bargaining unit Fire Equipment Dispatcher, Local #494, IBEW, AFL-CIO, hereinafter referred to as "Union," who have not authorized dues deduction by dues deduction cards, a fair-share amount that is equal to that party of the monthly dues certified by the Union as the dues deduction uniformly required of all members and pay said amount to the Treasurer of the Union within 10 calendar days after the payday from which such deduction was made.
2. The City will not deduct the dues of any employee in any two week pay period unless said employee is a member of the Union bargaining unit for at least 7 calendar days in that pay period.
3. The City reserves the right to stop, withhold, or modify fair-share deductions for employees or positions in question until resolved by mutual agreement or by the Wisconsin Employment Relations Commission.
4. The City will honor only dues deduction cards which authorize dues to the bargaining unit which represents the employee. No dues or fair-share deduction will be made from earnings of managerial, supervisory or confidential employees.
5. Changes in dues or fair-share amounts to be deducted shall be certified by the Union at least fifteen calendar days before the start of the pay period the increased deduction is to be effective.
6. Fair-share deductions for new employees in the Union's bargaining unit will be made from the new employee's first paycheck. The City will provide the Union with a list of employees from whom dues or fair-share deductions are made with each biweekly remittance to the Union.

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

ARTICLE 39

INFORMATION TO BE PROVIDED THE UNION

1. The City will provide the Union with copies of all General Orders, Special Orders, Special Notices and General Information Bulletins issued by the Fire Department Administration during the term of this Agreement that are sent to the Bureau of Fire Communications following the execution date of this Agreement.
2. Such information shall be provided as soon as is administratively practicable after date of issue.
3. The Union agrees to provide the Fire Department Administration with sufficient postage and envelopes for the Department to comply with the requirements of this Article.
4. Administration and control of the provisions of this Article shall be under the Fire Chief.

ARTICLE 40

EMPLOYEE SICK LEAVE BALANCE STATEMENTS

The Fire Department Administration will provide each employee in active service on the last day of the last pay period for the year with a written statement indicating his/her earned and unused sick leave as of that time; such statement shall be for informational purposes only and shall be provided as soon as is administratively practicable following the close of the calendar year. Differences in respect to the amount of an employee's earned and unused sick leave set forth on the statement shall be subject to the Grievance and Arbitration Procedure contained in this Agreement; for purposes of interpretation and construction, the time limit requirements for initiating a grievance, hereunder, shall start on the date the sick leave balance statements are provided to employees.

ARTICLE 41

AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

1. It is intended by the parties hereof that 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 Fire Chief, and these provisions shall be interpreted and applied in such manner as to preclude a construction thereof which will result in an unlawful delegation of powers unilaterally devolving upon them.
2. The Union recognizes the powers, duties, and responsibilities of the Fire Chief as set forth in Section 62.50, Wisconsin Statutes, and that pursuant thereto the Fire Chief and not the Common Council of the City of Milwaukee has the authority to establish rules and regulations applicable to the operation of the Fire Department and to the conduct of the employees employed therein.
3. The provisions of this Agreement are binding upon the parties for the term thereof. The Association having had an opportunity to raise all matters in connection with the negotiations and proceedings resulting in this Agreement is precluded from initiating any further negotiations for the term thereof relative to matters under the control of the Fire Chief, the Common Council or the Board of Fire and Police Commissioners, including rules and regulations established by the Fire Chief and the Board of Fire and Police Commissioners.
4. Prior to the establishment of new rules or regulations or changes in existing rules or regulations, the Union shall be afforded the opportunity to negotiate with the Fire Chief in accordance with the procedures agreed upon between the Union and the Fire Chief, which will be prescribed and set forth in the rules of the Fire Department (a copy of the rule establishing such procedures is attached for purposes of information), provided such new rules or regulations or changes in existing rules or regulations do not fall within the Fire

Chief's unfettered management functions. Establishment of such rule and procedures shall be subject to the approval of the Fire and Police Commission.

5. For purposes of construction and interpretation of the various provisions, this Agreement shall be considered to have been executed on _____, 2010. .

ARTICLE 42

NOTICES

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

ARTICLE 43

LABOR-MANAGEMENT COMMITTEES

The City and the Union shall form a joint labor/management committee only if the City and the Union mutually agree there is a need for a committee. Such committee's recommendations, if any, shall be by consensus and shall be made to the Labor Negotiator. Such recommendations shall be advisory only and shall not be binding on the parties.

ARTICLE 44

BUS FARE DISCOUNT PROGRAM

Effective the month following the execution date of this Agreement, the City's Bus Fare Discount Program shall be extended to employees represented by Fire Equipment Dispatchers, Local #494, IBEW. The Program shall be as established and administered by the Department of Employee Relations.

ARTICLE 45

AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 46

SENIORITY FOR LAYOFF PURPOSES

1. In the event of a layoff of employees, the order of layoff shall be inversely related to length of service. (The last employee hired shall be the first employee laid off.)
2. In the event of a recall to work, the order of return shall be directly related to length of service. (The last employee laid off shall be the first employee returned to work.)
3. Length of service for the purpose of this Article, is to be measured from the date of original hire in the Bureau of Technical Services, Communications Section of the Fire Department.
4. Should the City find it necessary to lay off employees, it shall give the Union notice not less than four (4) weeks prior to the effective date of the layoff of the initially affected employee. The City and the Union shall meet within five (5) calendar days of the notice to discuss layoffs. The City at this meeting shall provide the Union with a current seniority list for the recognized bargaining unit.
5. Seniority shall be broken if an employee:
 - a. Retires
 - b. Resigns
 - c. Is discharged and the discharge is not reversed
 - d. Is not recalled from a layoff for a period of three (3) years
 - e. Is recalled from a layoff and does not report for work within three (3) calendar weeks.
 - f. Does not return at the expiration of a leave of absence.
6. Employees having the same starting date shall have their seniority status determined by their position on the eligibility list from which they were appointed.
7. Effective January 1, 1999, when a member leaves the bargaining unit to work in another capacity, the time spent in that position(s) will not be counted toward that member's seniority if the member returns to the bargaining unit.
8. There shall be no lay-off of Fire Equipment Dispatchers from January 1, 2010, through Pay

Period 26, 2010, with the exception of seasonal layoffs and loss of grant funding. This provision shall expire at the end of Pay Period 26, 2010.

ARTICLE 47

WAIVER OF FURTHER BARGAINING

1. The parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters 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.
2. Should any provision of this agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

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

BY:

Michael Mueller
Business Manager

Ellen Talavera
IBEW Business Representative

FOR THE UNION:

Zachary Gorelik
Negotiating Team Member

Thomas Patzer
Negotiating Team Member

BY:

Maria Monteagudo
Employee Relations Director

Troy M. Hamblin
Labor Negotiator

Joseph Alvarado
Labor Relations Officer

FOR THE CITY:

Tom Barrett, Mayor

Willie L. Hines Jr.
President, Common Council

Ronald D. Leonhardt, City Clerk

W. Martin Morics, Comptroller

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

2010-2011 WC
labr/10494fed
SIGNATURES

APPENDIX A

CHANGE OF RULES. Whenever the Chief Engineer proposes to establish a new rule or a change in an existing rule, if such proposal in its operation will affect wages, hours or conditions of employment of members of the bargaining unit represented by the Fire Equipment Dispatchers Local #494, IBEW, AFL-CIO, hereinafter referred to as the "Union," he shall present his written proposal to the Union Business Representative or his designee. At a mutually agreeable time, not more than 30 days following such presentment, the Chief Engineer shall meet with good faith with the Union designated representative with the intent to reach an agreement consistent with the Chief Engineer's, Fire, powers, duties, functions and responsibilities under law. If no agreement is reached by the Fire Chief and the Union, through its representative within 30 days of such initial meeting, the Fire Chief may establish the proposed new rule or the proposed change in an existing rule unilaterally subject to the prior approval of the Board of Fire and Police Commissioners.

In case of emergency, the emergency to be determined by the Fire Chief, the Fire Chief shall have the right to establish or modify a rule or rules unilaterally and such rule or rules shall become effective immediately. The Chief shall immediately inform the Board, in writing, of the rule change and the reason therefore and said rule shall remain effective until the next meeting of the Board.

APPENDIX B

Wellness and Prevention

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

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

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

The City has agreed that two of the nine union members on the Wellness and Prevention Committee shall be from the Milwaukee Police Association, one from the Milwaukee Professional Firefighters Association, two from District Council 48, one from SEIU, one from TEAM, one from the Association of Municipal Attorneys and one joint member representing Lo494, IBEW Electrical Group and Milwaukee Building and Construction Trades Council.

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

Decisions shall be made by consensus among committee members present. Consensus shall be reached when ten committee members agree. No decisions shall be made by the committee that

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

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

MEMORANDUM OF UNDERSTANDING

Between

FIRE EQUIPMENT DISPATCHERS, LOCAL #494,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

And

THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

This Memorandum records the agreement reached on all items between the parties for the time period commencing on January 1, 2010, and expiring December 31, 2011. The negotiating committee for Fire Equipment Dispatchers, Local #494, (their signatures appear below) agree to recommend and support ratification and adoption of this Agreement to their principals.

Upon receiving notice from the negotiating committee of Fire Equipment Dispatchers, Local #494 that their membership has properly ratified and adopted this Agreement, the City of Milwaukee Negotiating Team agrees to recommend the items contained in this Agreement to the Common Council of the City of Milwaukee and support their adoption.

Representatives of Fire Equipment Dispatchers, Local #494	City of Milwaukee Negotiating Team

**FIRE EQUIPMENT DISPATCHERS
LOCAL #494, INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO**

Table of Contents

	<u>Page</u>
PREAMBLE	2
ARTICLE 1	4
DURATION OF AGREEMENT AND TIMETABLE	4
ARTICLE 2	5
RECOGNITION	5
ARTICLE 3	7
ORDINANCE AND RESOLUTION REFERENCES	7
ARTICLE 4	8
SUBORDINATE TO LEGISLATIVE AUTHORITY	8
ARTICLE 5	9
MANAGEMENT RIGHTS	9
ARTICLE 6	12
PROBATIONARY EMPLOYEES	12
ARTICLE 7	13
GRIEVANCE AND ARBITRATION PROCEDURE	13
ARTICLE 8	20
PROHIBITION OF STRIKES AND LOCKOUTS	20
ARTICLE 9	21
DEFINITIONS	21
ARTICLE 10	23
BASE SALARY	23
ARTICLE 11	25
HOURS OF WORK	25
ARTICLE 12	26
OVERTIME AND SHIFT & WEEKEND DIFFERENTIAL	26
ARTICLE 13	29
COURT OVERTIME	29
ARTICLE 14	31
NON-EMERGENCY OVERTIME	31
ARTICLE 15	32
ACTING PAY	32

ARTICLE 16	33
PAID LUNCH	33
ARTICLE 17	34
PENSION RIGHTS	34
ARTICLE 18	35
PENSION BENEFITS	35
ARTICLE 19	38
LIFE INSURANCE	38
ARTICLE 20	42
HEALTH INSURANCE.....	42
ARTICLE 21	57
TERMINAL LEAVE.....	57
ARTICLE 22	58
SICK LEAVE	58
ARTICLE 23	62
LONG TERM DISABILITY PROGRAM.....	62
ARTICLE 24	64
FUNERAL LEAVE	64
ARTICLE 25	66
INJURY PAY	66
ARTICLE 26	69
MILITARY LEAVES.....	69
ARTICLE 27	74
TIME OFF FOR JURY DUTY	74
ARTICLE 28	76
VACATIONS	76
ARTICLE 29	82
HOLIDAYS.....	82
ARTICLE 30	85
SAFETY GLASSES & UNIFORMS	85
ARTICLE 31	86
TUITION AND TEXTBOOK REIMBURSEMENT.....	86
ARTICLE 32	89
EDUCATIONAL PROGRAM	89
ARTICLE 33	91
LIMITATIONS UPON UNION ACTIVITY	91
ARTICLE 34	92

MEETING TIME.....	92
ARTICLE 35.....	93
NEGOTIATIONS.....	93
ARTICLE 36.....	94
OFF-DUTY EMPLOYMENT.....	94
ARTICLE 37.....	96
BANK OF HOURS FOR UNION ACTIVITY.....	96
ARTICLE 38.....	97
AGENCY SHOP.....	97
ARTICLE 39.....	99
INFORMATION TO BE PROVIDED THE UNION.....	99
ARTICLE 40.....	100
EMPLOYEE SICK LEAVE BALANCE STATEMENTS.....	100
ARTICLE 41.....	101
AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT.....	101
ARTICLE 42.....	103
NOTICES.....	103
ARTICLE 43.....	104
LABOR-MANAGEMENT COMMITTEES.....	104
ARTICLE 44.....	105
BUS FARE DISCOUNT PROGRAM.....	105
ARTICLE 45.....	106
AMERICANS WITH DISABILITIES ACT (ADA).....	106
ARTICLE 46.....	107
SENIORITY FOR LAYOFF PURPOSES.....	107
ARTICLE 47.....	109
WAIVER OF FURTHER BARGAINING.....	109
SIGNATURES.....	110
APPENDIX A.....	111
APPENDIX B.....	112