

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

Effective January 1, 2010 to December 31, 2011

**AGREEMENT BETWEEN CITY OF MILWAUKEE
and
SEIU HEALTHCARE DISTRICT 1199 WISCONSIN
STAFF NURSES' COUNCIL
2010-2011**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE	1
ARTICLE 1.....	1
DURATION	1
ARTICLE 2.....	2
RECOGNITION	2
ARTICLE 3.....	2
MANAGEMENT RIGHTS	2
ARTICLE 4.....	4
GRIEVANCE PROCEDURE.....	4
ARTICLE 5.....	5
ARBITRATION PROCEDURE.....	5
ARTICLE 6.....	7
UNION RIGHTS AND OBLIGATIONS	7
ARTICLE 7.....	10
PROHIBITION OF STRIKES AND LOCKOUTS.....	10
ARTICLE 8.....	11
HOURS OF WORK.....	11
ARTICLE 9.....	12
BASE SALARY	12
ARTICLE 10.....	15
SHIFT, WEEKEND AND HOLIDAY DIFFERENTIAL.....	15
ARTICLE 11.....	16
OVERTIME, SHOW-UP AND ON-CALL PAY	16
ARTICLE 12.....	18
VACATION	18
ARTICLE 13.....	20
PERSONAL DAYS	20
ARTICLE 14.....	20

HOLIDAYS	20
ARTICLE 15	21
SICK LEAVE	21
ARTICLE 16	27
DUTY INCURRED DISABILITY PAY	27
ARTICLE 17	28
OWED TIME.....	28
ARTICLE 18	29
MILITARY LEAVES	29
ARTICLE 19	32
JURY DUTY LEAVE.....	32
ARTICLE 20	33
TERMINAL LEAVE PAY	33
ARTICLE 21	33
FUNERAL LEAVE	33
ARTICLE 22	34
PENSION BENEFITS	34
ARTICLE 23	35
HEALTH AND DENTAL INSURANCE.....	35
ARTICLE 24	51
LIFE INSURANCE	51
ARTICLE 25	52
TUITION AND TEXTBOOK REIMBURSEMENT	52
ARTICLE 26	54
AUTOMOBILE ALLOWANCE	54
ARTICLE 27	56
VOLUNTARY POLITICAL CHECK-OFF	56
ARTICLE 28	56
PART-TIME EMPLOYEES	56
ARTICLE 29	60
DISCIPLINE.....	60
ARTICLE 30	60
REDUCTIONS IN FORCE	60
ARTICLE 31	62
EDUCATIONAL DAYS WITH PAY	62
ARTICLE 32	63
THEFT, VANDALISM AND LOSS REIMBURSEMENT COMMITTEE	63

ARTICLE 33	64
SAFETY	64
ARTICLE 34	64
PREMIUM PAY FOR CERTAIN JOB ASSIGNMENTS	64
ARTICLE 35	65
POSTING OF CERTAIN JOB ASSIGNMENTS AND TRANSFER REQUESTS	65
ARTICLE 36	67
LONG TERM DISABILITY PROGRAM.....	67
ARTICLE 37	68
PROFESSIONAL PRACTICES COMMITTEE.....	68
ARTICLE 38	68
SUBORDINATE TO CHARTER.....	68
ARTICLE 39	68
ORDINANCE AND RESOLUTION REFERENCES	68
ARTICLE 40	69
AMERICANS WITH DISABILITIES ACT (ADA).....	69
ARTICLE 41	69
JOINT CITY-UNION EARLY INTERVENTION PROGRAM	69
ARTICLE 42	69
MISCELLANEOUS	69
ARTICLE 43	70
SAVINGS CLAUSE.....	70
ARTICLE 44	70
AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT	70
ARTICLE 45	70
ENTIRE AGREEMENT	70
APPENDIX A	72
APPENDIX B	73
APPENDIX C	75
APPENDIX D	76
APPENDIX E	77
APPENDIX F	78
APPENDIX G	79

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PREAMBLE

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

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

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

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

ARTICLE 1

DURATION

1. This Agreement shall be in effect beginning at 12:01 a. m. on January 1, 2010, and ending at 12:01 a. m. on January 1, 2012, unless both parties agree to extend it beyond that date.
2. Not earlier than June 15, 2011, nor later than July 1, 2011, the Union shall give the City written notice in accordance with NOTICES Article of this Agreement,

indicating areas in a succeeding labor agreement in which changes are requested; conferences and negotiations shall be carried on by the parties beginning 30 calendar days following the date such notice is provided.

3. In the event the City/Union Agreement is not executed as of July 1, 2011, in lieu of section 2 above, the Union shall, within 30 days of the execution date of this Agreement, give the City written notice in accordance with the Notices Article of this Agreement indicating areas in a succeeding labor agreement in which changes are requested; conferences and negotiations shall be carried on by the parties beginning thirty (30) calendar days following the date such notice is provided.
4. Except as otherwise stated herein, all terms of this Agreement are effective January 1, 2010.

ARTICLE 2

RECOGNITION

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

ARTICLE 3

MANAGEMENT RIGHTS

1. The Union recognizes the prerogative of City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which City has not officially abridged, delegated, or modified by this Agreement are retained by City. The Union recognizes the exclusive right of the City to establish reasonable work rules.
2. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest.
3. It is understood by the parties that every incidental duty connected with operations

enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.

4. The City reserves the right to discipline or discharge for cause. The City reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the City or where such continuation of work would be wasteful and unproductive. City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.
5. Contracting and subcontracting. The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members. The City agrees to a timely notification and discussion in advance of the implementation of any proposed contracting or subcontracting. The City further agrees that it will not lay off any employees, who have completed their probationary periods and have regular civil service status at the time of the execution of this Agreement because of the exercise of its contracting or subcontracting rights except in the event of an emergency, strike or work stoppage, or essential public need where it is uneconomical for City employees to perform said work, provided, however, that the economies will not be based upon the wage rates of the employees of the contractor or subcontractor, and provided it shall not be considered a layoff if the employee is transferred or given other duties at the same pay. The fact that employees are in, or may become in, a laid-off status shall not prevent the City from exercising its right to contract or subcontract work as long as the contracting or subcontracting does not cause the layoff or layoffs or cause the elimination of the job or jobs which the employee or employees performed.
6. The City will give the Union reasonable and timely notice prior to its final decision in cases wherein City departments are merged or separated and will afford the Union an

opportunity to present its position with respect thereto.

ARTICLE 4

GRIEVANCE PROCEDURE

1. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions set forth below.
2. Step One. An employee who has a grievance shall first present the grievance orally to the employee's immediate supervisor, either alone or accompanied by a Union representative.
3. Step Two. If the grievance is not settled at the first step, it shall be reduced to writing and presented to the Division Manager or his/her designee within ten (10) working days of completion of Step One. Within ten (10) working days of his/her receipt of the written grievance initiation, the Division Head or his/her designee shall furnish the employee and the Union with a written answer to the grievance.
4. Step Three. If the Union grievance is not settled at the second step, the Union may appeal in writing within ten (10) working days of the receipt of the second step answer to the department head or his/her designee, who shall confer with the aggrieved and the Union and notify the aggrieved and the Union in writing within ten (10) working days from the date of such meeting .
5. When a grievance conference is held at the third (Department Head) step of the grievance procedure, a named employee who has filed a grievance and the Union official or representative whose presence for the purpose of giving testimony is required shall be given notice of at least 24 hours before a meeting is held unless the grievant and the Union waive the requirement of such notice.
6. If a Union grievance is not settled at the third step, or if any grievance filed by the City cannot be satisfactorily resolved by conference with appropriate representatives of the Union, either party may proceed to the next step as hereinafter provided.
7. Step Four . If the answer of the Department Head upon a matter which can be submitted to final and binding arbitration is unsatisfactory to the Union and the Union advances the

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

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

ARTICLE 5

ARBITRATION PROCEDURE

1. No item or issue may be the subject of arbitration unless such arbitration is requested in writing within 30 calendar days of the completion of Step Three of the grievance procedure.
2. Arbitration may be initiated by the Union serving upon the City a notice, in writing of its intent to proceed to arbitration. Said notice shall identify the provision upon which it relies, the grievance or grievances, the department and the employees involved.
3. Unless the parties, within five working days following the receipt of such written notice agree upon an arbitrator, either party may, in writing, request the Wisconsin Employment Relations Commission to submit a list of five arbitrators to both parties. The parties shall within five working days of the receipt of said list meet for the purpose of selecting the arbitrator by alternately striking names from said list until one name remains.
4. The following subjects shall not be submitted to arbitration:
 - a. Provisions of the Agreement which relate to or in any manner affect the obligations of the City as expressed or intended by the provisions of Chapter 65, Wisconsin Statutes.
 - b. The statutory or charter obligations which are by law delegated to the Common Council.
 - c. The elimination or discontinuance of any job, except as provided in the contracting

and subcontracting provision of this Agreement.

- d. Any pension matter.
- e. Disputes or differences regarding classifications of positions, promotions of employees, and eliminations of positions.

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

- 5. No issue whatsoever shall be subject to arbitration unless such issue results from an action or occurrence which takes place following the execution of this Agreement. In the event that this Agreement is terminated or breached for any reason, rights to arbitration shall thereupon cease. This provision, however, shall not affect any arbitration proceedings which were properly commenced prior to the expiration or termination of this Agreement.
- 6. The Union shall have the right to submit all matters of discipline and discharge to arbitration in the same manner as for other arbitrable issues. If the employees elect to have their discipline or discharge case heard by the City Service Commission under the provisions of Section 63.43 or alternate procedures covered by Section 63.44 of the Wisconsin Statutes, such employees will be said to have waived their right to arbitration.
- 7. The arbitrator selected shall hold a hearing expeditiously at a time and place convenient to the parties. The arbitrator shall take such evidence as in his/her judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. The arbitrator shall have initial authority to determine whether or not the dispute is arbitrable, under the express terms of this Agreement. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this Article to determine the merits of the dispute submitted to arbitration.
- 8. No award of any arbitrator may be retroactive for a period greater than 90 working days prior to the formal request for arbitration as herein provided, nor shall it cover or include

any period prior to the date of execution of this Agreement.

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

ARTICLE 6

UNION RIGHTS AND OBLIGATIONS

1. The Union recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consistent with the obligations to the employees it represents.
2. Union Business and Union Meetings
No Union member or officer shall conduct any Union business on City time except as specified in this Agreement. No Union meeting shall be held on City time. Union orientation may be conducted on city time when mutually agreed to by the Department and Union.
3. Bulletin Boards
The City will furnish for the Union one bulletin board at each of the agreed locations.

The board shall be used only for the following notices:

- (a) Recreational and social affairs of the Union.
- (b) Union meetings.
- (c) Union elections
- (d) Reports of Union committees
- (e) Rulings or policies of the International Union

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

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

4. Pay for Union Negotiators

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

5. Check Off of Union Dues

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

employees from whose pay the deduction was made.

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

Any changes in dues deduction or fair share shall be sent to the City two pay periods prior to the effective date of the change.

The Union shall, at its sole cost and expense, fully indemnify, defend and hold harmless the City, its officers, agents and employees against any and all claims, suits, actions or liability of judgments for damages (including, but not limited to, expenses for reasonable legal fees and disbursements of the City, if any) arising from any challenge to the language contained herein. The Union shall have no responsibility to reimburse the City for any court costs or legal fees the City incurs on its own behalf in the event that the City retains its own attorneys based upon its determination that its interests require representation independent of that provided to the City by the Union pursuant to the terms of this paragraph.

6. Union Conventions/Conference Attendance

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

ARTICLE 7

PROHIBITION OF STRIKES AND LOCKOUTS

1. Strikes

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

- a. Discharge as provided for by law.
- b. Other disciplinary action as may be applicable to such employee.
- c. Loss of all compensation, vacation benefits and holiday pay as determined by the City.

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

2. No Lockout

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

ARTICLE 8

HOURS OF WORK

1. The basic workday for an employee covered by this Agreement shall consist of eight hours out of the calendar day. As far as it is practicable, this workday shall conform with the established hours of business. This conformity shall not interfere with the special times schedules governing departments operating more than eight hours in each calendar day. This provision shall not allow involuntary split shifts of the employee's straight time hours. Nor shall this provision for an eight-hour day for City employees be construed as prohibiting the creation of part-time employment or the establishment of rotative, staggered or shortened work periods.
2. The service week of an employee covered by this Agreement shall be limited to five days' employment or duty per week, except in cases where such reduction would conflict with some legal requirements. So far as is practicable, the days on which employees and officials shall not be required to work shall be Sundays and Saturdays. Where the regular schedule of departmental operations requires work on these days, this work shall not be considered overtime work, and the employee shall be entitled to time off during such periods as the department head may designate.
3. Exceptions in straight-time scheduling rules, in applying the two paragraphs above, may be permitted where and as long as there is written agreement between the Department, the City Labor Negotiator and the Union.
4. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, per week, or for any other period of time, except as may be specifically provided herein.

ARTICLE 9

BASE SALARY

1. Effective Pay Period 1, 2010 thru Pay Period 26, 2011, the biweekly base salary paid to employees shall be those rates that became effective Pay Period 14, 2009. This provision shall expire at the end of Pay Period 26, 2011.
2. Recruitment of a Public Health Nurse shall be at the first, second, third or fourth pay step subject to applicable experience under criteria established by the City. Recruitment of a Public Health Nurse may be up to the second step based upon market conditions as determined by the City.
3. Special Attainment Pay (SAP).
 - a. A Public Health Nurse or Associate Public Health Nurse shall receive thirty (\$30) dollars biweekly Special Attainment Pay provided he/she meets one or more of the following three criteria listed below:

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

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

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

- b. A nurse who does not maintain his/her certification under one of the criteria listed above, shall not be eligible to continue to receive Special Attainment Pay unless he/she maintains eligibility by meeting another specified criterion above. A nurse who satisfies more than one criterion above shall not receive more than one Special Attainment pay of \$30 biweekly.
- c. The effective date of Special Attainment Pay for nurses who were not in the Special Attainment Step as of Pay Period 26, 1995 shall be as follows:
 - (1) If the date of the eligible certification or the date of the eligible Master's degree diploma of the Public Health Nurse is after the date the Public Health Nurse has attained the eligible pay step as defined in subsection 4. a., above, and if he/she has submitted such certification or diploma within 120 calendar days of the effective date of such certification or diploma, the Special Attainment Pay shall be effective the first Pay Period following the date of such certification or diploma. If such certificate is submitted more than 120 calendar days after the effective date of such certification or diploma, the Special Attainment Pay shall be effective the first Pay Period following the date such certificate was submitted.
 - (2) If the date of the Public Health Nurse's eligible certification or eligible Master's degree diploma is prior to the date the Public Health Nurse has attained the eligible pay step, as defined in subsection 4. a., above, Special

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

4. Except as otherwise provided above, employees shall move from the minimum step in the range to the maximum step in annual increments. Effective Pay Period 1, 2010, there shall be no pay step advancement for the term of the Agreement. This provision shall expire at the end of Pay Period 26, 2011.
5. The Union consents to allow the biweekly pay checks of its members to vary by up to twenty-five cents (\$0.25) above or below the biweekly base salary rates listed in the contract and the Salary Ordinance. It is understood that allowing this variance from the contract rates will result in payroll processing efficiencies in the event the City can limit or eliminate the need for so-called "Penny Difference Reports".
6. The City reserves the right to make changes in the salary ordinances to reflect classification increases recommended by the City Service Commission.
7. Retroactive wage payments. The parties to this collective bargaining agreement elect not to be bound by the required frequency of wage payment provisions of $\text{M} 109.03$, Stats., in respect to retroactive wages payable under the terms of this agreement. Retroactive wage payments under the terms of this agreement shall be paid no later than 60 days from the execution date of this City/Union labor agreement. For purposes of this provision, the execution of this Agreement shall be defined as the date the resolution approving this agreement has been approved by the Mayor.
8. Within 60 days following the execution date of the 2007-2009 Agreement, all employees who are capable of maintaining a financial relationship with a banking

institution shall participate in direct deposit of pay checks.

9. During the term of the Agreement, there shall be no more than four furlough days during calendar year 2010 and no more than four furlough days during calendar year 2011. The policies as set forth in the Department of Employee Relations Mandatory Furlough and Administrative Guidelines policy dated June 19, 2009 regarding benefits during furlough days shall apply in calendar years 2010 and 2011. The agreement between the City and the Union regarding furlough days shall not be used by either party in any future grievances, prohibited practice complaints, or any other legal actions. This provision shall expire December 31, 2010.

ARTICLE 10

SHIFT, WEEKEND AND HOLIDAY DIFFERENTIAL

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

- a. Saturday work - \$0.50 per hour.
 - b. Sunday work - \$0.60 per hour.
4. An employee who works a holiday, as defined under the HOLIDAY Article of this Agreement, as part of his/her regular work schedule, shall receive a holiday differential of \$0.55 per hour for all hours worked in that shift.
5. An employee performing work compensated under the OVERTIME Article of this Agreement shall not receive shift or weekend differential pay for the same hours regardless of the period worked.

ARTICLE 11

OVERTIME, SHOW-UP AND ON-CALL PAY

1. Overtime
- a. Employees shall normally be compensated at the rate of one and one-half hours (1-1/2) in compensatory time off or in cash for each hour of necessary overtime worked.
 - (1) On any continuous time worked in excess of 12 hours, 25 cents shall be added to the base pay and the employee compensated at the rate of one and one-half (1-1/2) hours in compensatory time off or in cash.
 - (2) For non-scheduled overtime hours which the employee is required to work on Sundays and on Holidays designated in this Agreement, the employee shall be compensated at the rate of one and three-quarters (1-3/4) times his regular rate in compensatory time off or in cash. Hours of work affected by this paragraph shall be hours of work which fall within the calendar day of the Sunday or Holiday.
 - b. The definition of overtime and the administration of the provisions of this paragraph shall be in accordance with Section 350-2 through Section 350-4(2) and Section 350-18 of the Milwaukee Code of Ordinances.
2. Show-Up Pay

- a. All employees who report for work at a regularly assigned time and who are officially excused and sent home due to lack of work or inclement weather before completing two hours of work, shall be credited with two hours' pay at their straight time rate, except that the time credited for employees who work less than full-time shall be prorated.
- b. All such employees who report to work for an emergency overtime assignment at the direction of competent authority and who are officially excused before completing three hours of work shall be credited with three hours' pay at time and one-half; such credit shall be given in cash or compensatory time off in accordance with provisions of the Overtime ordinance.
- c. Provisions of this paragraph shall be administered in accordance with the Call-in Pay section of the general ordinance.

3. ON-CALL PAY

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

assignment.

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

ARTICLE 12

VACATION

1. An employee shall earn vacation time in the following manner from his/her last anniversary date:
 - a. One day per month, with a maximum of 10 days per calendar year period for employees with less than 8 years' creditable service;
 - b. One and one-half days per month with a maximum of 15 days per calendar year for employees with at least 8 but less than 14 years of creditable service;
 - c. Two (2) days per month with a maximum of 20 days per calendar year for employees with at least 14 but less than 23 years of creditable service;
 - d. Two and one-half (2.5) days per month with a maximum of 25 days per calendar year for employees with at least 23 years of creditable service.
2. Annual vacation time taken, except for separation from service as provided in 12.8, shall be limited to the maximums noted above.
3. An employee who receives "injury pay" or who takes military leave shall be allowed to accumulate vacation time at the rate prescribed for under 12.1 above.
4. Vacations shall be taken on a fiscal year basis rather than calendar year basis. For purposes of this Article, fiscal year shall be defined as Pay Periods 1-26 or 27 whichever is appropriate.
5. The City will schedule vacations in accordance with employee requests, consistent with departmental requirements. Conflicts in vacation selected each year by March 31 within each work unit shall be resolved by seniority provided, however, that employees who are involuntarily transferred shall maintain their previously selected vacation. For infrequent occurrences, vacation may be scheduled in two through four-hour blocks of time. It will make every reasonable effort to avoid changes in an employee's work

schedule which would require an employee to work during a previously scheduled vacation of five (5) days or more duration. For purposes of this section, the definition of seniority shall be the same definition as stated in the REDUCTIONS IN FORCE Article.

6. Except as noted below, a vacation not taken in the fiscal year following the employee's anniversary date of the fiscal year when it is earned is forfeited. An employee who works year-round may carry-over up to five days vacation entitlement into the following year. This vacation carry over shall be subject to scheduling procedures as determined by the department head. Vacation entitlement which is carried over shall be utilized within the first three (3) months of the year, unless a further extension is otherwise authorized by the department, at a time consistent with the requirements of department operations, taking into consideration the rights of employees who have scheduled vacation for the current year.
7. Eligibility for a vacation shall begin after the completion of twelve (12) months of actual service following appointment, but accumulations shall be retroactive to the time of appointment. An employee whose service is expected to continue so as to complete a year's actual service may, after six (6) months of service, be allowed vacation within the year of appointment if the convenience of the service would be promoted. If the employee leaves the service of the City before the completion of the initial 12-month period, that vacation shall be deemed unearned, and payments made during the vacation period shall be deducted upon termination of employment. Employees who are not expected by the department head to work 12 consecutive months shall be eligible for vacation only after completing twelve (12) months of service.
8. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. Any employee who leaves the service of the City due to resignation, retirement, termination, discharge, layoff, or death will have the compensation for vacation time owed the City deducted from the final payroll. Any

employee who leaves the service of the City due to resignation, retirement, layoff, or death, or who takes military leave, will be paid for earned vacation time that has accumulated. A discharged employee is not entitled to pay for accumulated vacation time.

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

ARTICLE 13

PERSONAL DAYS

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

ARTICLE 14

HOLIDAYS

1. Eligible employees will receive the following holidays with pay when the holiday is celebrated on the days Monday through Friday:
 - a. New Year's Day (January 1)
 - b. Memorial Day (Last Monday in May)
 - c. Independence Day (July 4)
 - d. Labor Day (First Monday in September)
 - e. Thanksgiving Day (the fourth Thursday in November or the day appointed by

- the Governor of Wisconsin as a day of public thanksgiving in each year.)
- f. The day after Thanksgiving
 - g. Christmas Day (December 25)
 - h. The last normal workday before Christmas Day
 - i. The last normal workday before New Year's Day
 - j. Good Friday
 - k. The third Monday of January to commemorate Dr. Martin Luther King's birthday.
2. Whenever Independence Day (July 4) shall fall on a Saturday, the preceding Friday shall be observed as a holiday.
 3. Whenever New Year's Day, Independence Day, or Christmas Day shall fall on a Sunday, the following Monday shall be observed as a holiday.
 4. Whenever New Year's Day or Christmas shall fall on Saturday, the following Monday shall be observed as a holiday.
 5. The provisions of this paragraph shall not cover employees who receive extra pay in lieu of holidays.
 6. The provisions of this paragraph shall not in any way abridge the City's right to schedule employees to work on recognized holidays.
 7. Employees required to work on recognized holidays eligible for overtime and holiday pay will be compensated at a rate of one and one-half hours in compensatory time off or in cash for each such hour worked.
 8. If the State of Wisconsin adopts a statute under which some or all of the above enumerated holidays are established or observed as so-called "Monday" holidays, the City will move to observation of such law but the operation of said law shall not operate to increase or diminish the number holidays with pay granted annually.

ARTICLE 15

SICK LEAVE

1. Eligibility
 - a. Eligibility for sick leave shall begin after the completion of six months of actual

service following regular appointment, but accumulations shall be retroactive to the time of regular appointment.

- b. Whenever an employee eligible for sick leave allowance leaves the service of one employing unit of the city government and accepts, by certification of transfer, service in a position in another employing unit of city government, obligations for any accumulated sick leave allowance shall be assumed by the new employing unit. Separation from service by resignation or for cause shall cancel all unused accumulated sick leave allowances. Whenever a permanent employee is laid off due to lack of work or lack of funds, any unused accumulated sick leave shall continue in effect if he is rehired by any city department within one year. Sick leave shall automatically terminate on the date of retirement of the employee.
2. Permanent full-time employees shall earn sick leave with pay at the rate of one and one-quarter (1-1/4) working days for each month of active service or 4.6 working hours for each two (2) weeks of active service. Employees who work an average of twenty (20) hours per week on a year-around basis in positions which are budgeted at half-time or more, shall earn sick leave at the rate of .625 working days for each month of service or 2.3 working hours for each two (2) weeks of service.
3. Sick leave allowance which accumulates up to 120 working days shall be credited to employees "normal sick leave accounts" from which sick leave shall be granted with full pay. The maximum sick leave accrual for all employees is capped at 120 days.
4. The City shall maintain and verify the official sick leave records. With advance notice the City may require employees to provide acceptable medical substantiation from a physician or health care professional referred by or working under the delegated authority of a physician or dentist for each absence, regardless of duration, if it is informed that the employee is misusing sick leave. Under such circumstances the City shall not be responsible for the payment of any fee charged by the physician, except as

- otherwise provided in this Agreement.
5. When sick leave extends beyond three (3) consecutive work days acceptable medical substantiation from the employee's physician or health care professional working under the delegated authority of a physician or dentist certifying the nature and seriousness of the sickness or disability shall be furnished to the department head and to the City Service Commission.
 6. The failure of the employee to comply with the above requirements shall permit the City to deny that employee the sick leave benefits provided herein for that instance of absence until such employee is in compliance with such requirement.
 7. If an employee who has been paid sick leave effects a recovery from a third party for injuries which caused the necessity for such leave, the City shall have the right to recoup from the employee upon recovery of such funds a sum which represents the proportionate share which the sick leave benefit payment is of the total recovery compared with the total claim demanded by the employee from the third party. The sick leave account shall be restored accordingly.
 8. Should the federal or state or any local unit of government enact or interpret legislation to confer non-taxable status upon payments made to an employee under the terms of this article, the City shall pay to the employee 80% of the employee's gross salary without tax deductions, provided, however, that the employee shall receive all pension and other benefits as if he/she had received full salary.
 9. TWO HOUR PROVISION. Employees are eligible, consistent with departmental requirements that may be established from time to time, to take time off for medical and dental appointments up to three (3) times annually without charging Sick Leave. Time granted may not exceed two (2) hours per instance. An employee must work six months before being eligible for this benefit. Employees who average less than thirty-seven (37) hours per week are eligible for a total of three (3) hours for this purpose, not to exceed one (1) hour per instance or three (3) instances per year.

10. Sick Leave Control Incentive Program

- a. The Sick Leave Control Incentive Program shall be in effect beginning Trimester 1, 2010 and ending Trimester 3, 2011. Nothing herein shall be construed as requiring the City to continue the program for time periods through Pay Period 26, 2011.
- b. The trimester periods for each calendar year are defined as follows:
Trimester 1 - Pay Period 1-9
Trimester 2 - Pay Period 10-18
Trimester 3 - Pay Period 19-26 or Pay Period 19-27, whichever is appropriate.
- c. An employee shall be eligible for a trimester sick leave incentive benefit only if:
 - (1) During the full term of the trimester, the employee did not use any paid sick leave, did not receive injury pay (except in cases when the employee suffered a verifiable lost-time work-related injury and returned to work for the employee's next regularly scheduled work shift following the occurrence of the injury.), was not on an unpaid leave of absence, was not AWOL, was not tardy, was not suspended from duty for disciplinary reasons and did not take any unpaid time off the payroll; and
 - (2) During the full term of the trimester, the employee was in active service; and
 - (3) At the beginning of the trimester, the employee had an amount of earned and unused sick leave credit in his or her sick leave account of 15 days or in the case of an employee who was employed for an average of 20 hours per week on a year round basis, the employee had an amount of earned and unused sick leave credit in his or her sick leave account of 60 hours; and
 - (4) The employee was represented by the Union for at least 560 hours in the trimester period or in case of an employee who was employed for an

average of 20 hours per week, the employee was represented by the Union for at least 280 hours in a trimester.

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

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

(1) A special sick leave incentive payment

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

(2) A special incentive leave

An employee receiving a special incentive leave, shall earn one eight-hour

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

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

- (1) A special sick leave incentive payment

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

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

(2) A special incentive leave

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

ARTICLE 16

DUTY INCURRED DISABILITY PAY

1. An employee having regular City Service status who sustains an injury while performing within the scope of his employment, as provided by Wisconsin Worker's Compensation Act, shall receive injury pay in lieu of that portion of worker's compensation which he or she would have received for temporary total and/or temporary partial disability because of said injury for a maximum of 250 days during the course of the employee's lifetime work career.
2. The City shall pay the disabled employee injury pay in an amount equal to 70% of

his/her gross pay or the last full check prior to the date of injury and adjusted for any applicable wage increases during the term of the injury. For employees with variable hours, the rate shall be the average for the previous month. The employee shall receive pension and other benefits as if he/she received full salary.

3. In all third-party claims or actions, the City shall not be limited in its recovery to the amount of temporary disability benefits which would otherwise have been payable under the Worker's Compensation Act, but shall instead be entitled to recover the amount of injury pay received by the employee. Upon reimbursement to the City of injury pay benefits in a third-party claim or action, the City shall restore to the injury pay account of the employee the number of days for which the City was reimbursed.
4. This provision is entered into with the understanding that the injury pay amounts are not taxable to the employee for purposes of Federal or State Income Tax. For any taxable year in which such injury pay is taxable to the employee, the employee shall receive full salary as injury pay.

ARTICLE 17

OWED TIME

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

3. When an employee makes up "owed time," the rate of pay shall be at the appropriate overtime rate.

ARTICLE 18

MILITARY LEAVES

1. Short Term Military Leaves of Absence (Reserve or National Guard Duty) - Less Than 90 Days Per Calendar Year
 - a. Subject to the terms and conditions provided in subsections 1.b. through 1.d. of this article, below, employees shall be entitled to time off with pay when they are required to take a leave of absence for: (i) military training duty and/or (ii) military duty in the State of Wisconsin because of riot or civil disturbance.
 - b. Maximum Amount Of Time Off
 - 1) If training is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays, Sundays and legal holidays during a calendar year. If civil disturbance leave is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays, Sundays and legal holidays during a calendar year.
 - 2) If training and/or civil disturbance leave is taken on an intermittent basis during a calendar year by permanent full-time employees whose normal hours of duty average 40 hours per week, said leave shall not exceed ten work days, including Saturdays, Sundays and legal holidays during a calendar year for training and ten work days, including Saturdays, Sundays and legal holidays, during a calendar year for civil disturbance duty. Said leave shall be granted by the head of the department in which the employee works upon presentation of satisfactory evidence of military, air force or naval authority to take such training.
 - c. Permanent full-time employees of the City of Milwaukee shall receive full City

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

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

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

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

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

b. Upon completion and release from active duty under honorable conditions and subject to the terms and conditions provided in subsection 2.c., below, employees on military leaves of absence shall be reinstated into the positions they held at the time of taking such leave of absence or to a position of like

seniority, status, pay and salary advancement, provided, however, that they are still qualified to perform the duties of their positions or similar positions.

c. The rights to reinstatement provided in subsection 2.b. of this article, above, shall be terminated unless the employee satisfies the following conditions:

(1) Reinstatement From Military Reserve or National Guard Duty

(a) Initial Enlistment With At Least Three Consecutive Months of Active Duty

An employee who is a member of the Reserve or National Guard component of the Armed Forces of the United States and is ordered to an initial period of active duty for training of not less than three consecutive months shall make application for re-employment within 31 days after: (i) such employee's release from active duty from training after satisfactory service, or (ii) such employee's discharge from hospitalization incident to such active duty for training or one year after such employee's scheduled release from such training, whichever is earlier.

(b) All Other Active Duty

Subject to Section 673b, Title 10, United States Code, an employee not covered under subsection 2.c.(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

(a) and (b) of this section, full-time training or any other full-time duty performed by a member of the Reserve or National Guard component of the Armed Forces of the United States shall be considered active duty for training.

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

An employee inducted or enlisted into active duty with the Armed Forces of the United States for a period of at least 90 consecutive days, where such active duty is not covered by subsection (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 this article, or the employee's military service is not covered under these two subsections, the City shall be under no obligation or requirement to reinstate such individual to City employment.

ARTICLE 19

JURY DUTY LEAVE

1. An employee shall be granted time off with pay for reporting for jury duty or for jury service upon presentation of satisfactory evidence relating to this duty or service. The employee agrees to allow a payroll adjustment to his/her biweekly pay check, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such duty or service performed on off-duty days) for such duty or service. No greater amount of time off shall be granted than necessary, and in any case

where an employee is called for jury duty and reports without receiving a jury assignment for that day or in a case where such employee is engaged in jury duty or service for a part of a day, he/she shall, if his/her City work is available, report for the performance of his/her City duties for the remainder of said day.

ARTICLE 20

TERMINAL LEAVE PAY

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

ARTICLE 21

FUNERAL LEAVE

1. DEFINITIONS:

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

definition of brother-in-law and sister-in-law.

2. In the case of a death in the employee's "immediate family", the employee shall be granted a leave of absence not to exceed three work days with pay; these work days shall be on or between the day of death and the fourth work day after the funeral.
3. In the case of a death of the employee's grandparent, the employee may use one work day with pay which shall be on or between the day of death and the first work day after the funeral.
4. The Director of Employee Relations is authorized and directed to administer the provisions of funeral leave and shall require a form approved by the City Service Commission to be submitted to the employee's immediate supervisor immediately after funeral leave is taken, and a copy of the obituary notice or other evidence of death attached, and shall require that notification be given by the employee to his/her immediate supervisor prior to taking funeral leave.
5. Funeral leave will not be deducted from sick leave but will be a separate allowance.

ARTICLE 22

PENSION BENEFITS

1. Pension benefits for employees covered by this Agreement shall be those benefits defined in Chapter 36 of the City Charter (ERS Act) that are applicable to General City Employees. Except for the following changes enumerated below, these pension benefits shall continue unchanged during the term of this Agreement:
 - a. Creditable service for active military service, as provided in 36-04-2-c, shall be extended to employees represented by the Union who participate in the combined fund who retire on a service retirement on or after January 1, 2007.
 - b. Employees hired on or after January 1, 2010 shall contribute 5.5% of their earnable compensation in accordance with sec. 36-08-7-a-2 of the City Charter. The provisions of sec. 36-08-7-m of the City Charter shall not apply to such employees.

- c. Employees who retire during calendar year 2010 or 2011 from active service on a normal service retirement allowance, including an allowance under sec. 36-05-1-d-3 of the City Charter, or from active service on an immediate retirement allowance under sec. 36-05-6-c of the City Charter, shall receive a 2% pension escalator effective with the installment next following the first anniversary of their retirement.
- d. Employees who during calendar year 2010 only retire from active service on a normal service retirement, including an allowance under sec. 36-05-1-d-3 of the City Charter, or from active service on an immediate retirement allowance under sec. 36-05-6-c of the City Charter, shall be eligible for a bonus year in accordance with sec. 36-04-1-f of the City Charter. At such employee' s discretion, the bonus year may be added either to the employee' s age for purposes of retirement eligibility, or to creditable service. The bonus year may be divided into one month increments and used for a combination of additions to age and creditable service, not to exceed a total of twelve months. All or part of the bonus year cannot be applied to earn more than 35 years of creditable service or to exceed the 70% of final average salary limitation stated in sec. 36-07-10-f of the City Charter.

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

This provision shall expire December 31, 2010.

ARTICLE 23

HEALTH AND DENTAL INSURANCE

- 1. Benefits
 - a. Basic Plan

During the term of this Agreement, Basic Plan health insurance benefits shall be the same as the Basic Plan benefits that were provided in the 2007-2009 City/Union Agreement.

b. Health Maintenance Organization (HMO) Plans

- (1) Except as provided in subsection 23.1.b.(2), hereunder, an employee shall have the right to select coverage under a Health Maintenance Organization (HMO) Plan approved by the City in lieu of coverage provided by the Basic Plan. Except as provided in subsection 23.1.b.(3), hereunder, the benefits for employees enrolled in an HMO plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations.
- (2) The City may offer to employees an Exclusive Provider Organization (EPO) Plan instead of or in addition to a Health Maintenance Organization (HMO) Plan. An EPO Plan offered by the City shall at a minimum use a Southeastern Wisconsin network and shall only include in-network benefits. There shall be no coverage for services obtained outside of the EPO Plan network. The benefits for employees enrolled in an EPO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations. In the event that the City offers an EPO Plan instead of or in addition to an HMO Plan, any references to "Health Maintenance Organization" or "HMO" in this Agreement shall be understood to also refer to an "Exclusive Provider Organization", "EPO", or to a combination of Health Maintenance Organizations and Exclusive Provider Organizations.
- (3) Employees shall be responsible for the following co-payments:
 - (a) An employee shall pay a \$10.00 office visit co-payment (OVCP) for all office or urgent care visits due to illness or injury, except as noted in

subsections 23.1.b.(3)(b) and (c), hereunder.

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

c. **Basic Dental Plan**

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

d. Prepaid Dental Plans (PDP)

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

e. Provisions Applicable to All Plans:

- (1) The City will not pay for any services or supplies that are unnecessary according to acceptable medical procedures.
- (2) The City shall have the right to require an employee to execute a medical authorization to the applicable Group to examine employee medical and/or dental records for auditing purposes.
- (3) The City shall have the right to establish the methods, measures and procedures it deems necessary to restrict excessive costs in the application of the benefits provided under subsections 23.1.a. through 23.1.d. of this Article.
- (4) The City, in conjunction with its insurance administrator, carrier, or provider shall have the right to develop and implement any other cost containment measures it deems necessary.
- (5) An annual Health Risk Assessment (HRA), which shall include basic biometrics, a written health risk assessment questionnaire and a blood draw, shall be implemented as soon as practicable following execution of this Agreement.
- (6) Both a Wellness and Prevention Program and Committee shall be implemented. A description of both the program and the committee is appended hereto as Appendix B.

2. Eligibility for Benefits

- a. An employee in active service whose normal hours of work average more than

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

- b. An employee shall not be eligible for the benefits provided in subsection 23.1., of this Article, during the time period he/she is employed on a provisional, emergency, part-time (for purposes of this provision, an employee shall be termed a part-time employee when his/her normal hours of work average less than 20 hours per week), temporary, student-aide type or seasonal basis.
- c. An employee in active service shall be entitled to Dental Plan benefits provided in subsection 23.1.c. or 23.1.d. of this Article so long as he/she remains in active service. All employees, while in active service, may participate in a City Dental Plan as described in subsections 23.1.c. or 23.1.d. of this Article with the same enrollment status that they maintain for their health insurance benefits. An individual not in active service shall not be entitled to participate in the Dental Plan.
- d. An employee in active service who commences receiving a duty disability retirement allowance during the term of this Agreement, as such allowance is defined in Section 36.05(3) of the ERS Act, shall be entitled to the benefits provided in subsections 23.1.a. or 23.1.b. of this Article for the term of this Agreement so long as he/she continues to receive such duty disability retirement allowance.
- e. An employee who retires on normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) during the term of this Agreement, with at least 15 years of creditable service, shall be entitled to the benefits provided in subsections 23.1.a. or

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

- f. Commencing January 1, 1996, an employee in active service who retires having attained age 55 and 30 years of creditable service shall between the ages of 55 and 65 be entitled to the benefits provided in subsection 23.1.a. or 23.1.b. during the term of this Agreement. If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have obtained age 65.
- g. Effective January 1, 2010 through December 31, 2010, an employee in active service who retires during 2010 on a normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) including an allowance under sec. 36-05-1-d-3 of the City Charter, and elects to use the Bonus Year, as provided in sec. 36-04-1-f of the City Charter, to meet the minimum age for retirement eligibility or to add to the employee' s creditable service, shall be entitled, if the employee has at least 15 years of creditable service, which may include the Bonus Year, to the benefits referenced in subsection 23.2.e, subject to the provisions of that section, or if the employee has at least 30 years of creditable service, which may include the Bonus Year, to the benefits referenced in subsection 23.2.f, subject to the provisions of that section, and shall be subject to the cost of coverage provisions under Article 23.3.c.(1) or (2). Thereafter, such employees who retire on a normal pension during 2010 shall, subject to the provisions of those sections, be eligible for the benefits referenced in subsection 23.2.e or f and shall be subject

to the cost of coverage provisions under Article 23.3.c.(1) or (2).

- h. Registered domestic partners of eligible City employees, if registered as such by the City Clerk as provided under Chapter 111 of the Milwaukee Code of Ordinance, shall be eligible to be covered under the employee's health and dental insurance. An employee who elects coverage for his or her domestic partner must be enrolled in the same plan.

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

a. Employees in Active Service

- (1) For Employees Enrolled in the Basic Plan for calendar years 2010 and 2011.

- (a) Except as provided in subsection 23.5., below, prior to the implementation of a Health Risk Assessment (HRA), an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$75.00 per month for single enrollment when such employee's enrollment status is single and \$150.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

- (b) Except as provided in subsections 23.5 and 23.6, below, effective the first full calendar month following implementation of the annual HRA for active employees enrolled in the Basic Plan, the employee contributions shall be as follows:

- i. The employee contribution shall increase to \$85.00 per month for single enrollment when an employee's enrollment status

is single and to \$170.00 per month for family enrollment when an employee' s enrollment status is family.

- ii. The employee contributions shall also increase \$20.00 per month over the amounts specified in subsection 23.3.a.(1)(b)i., above, for each adult covered by the plan (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.
- iii. For an employee in the single plan and for an employee and his or her spouse (if applicable) in the family plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be \$75.00 per month for single enrollment when an employee' s enrollment status is single and \$150.00 per month for family enrollment when an employee' s enrollment status is family. The amount of employee contribution shall be deducted from the employee' s pay check on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

- (2) For Employees Enrolled in a Health Maintenance Organization Plan for calendar years 2010 and 2011.
 - (a) Except as provided in subsection 23.5., below, for employees enrolled in a HMO during calendar years 2010 and 2011 the City will contribute an amount towards meeting the subscriber cost for single enrollment in the HMO Plan elected of 100% of the respective calendar year monthly subscriber cost of enrollment in the HMO offered by the City pursuant to subsection 23.1.b., above, having the lowest single enrollment subscriber cost to the

City, when an employee' s enrollment status is single or up to 100% of the monthly subscriber cost of family enrollment in the HMO offered by the City pursuant to subsection 23.1.b., above, having the lowest family enrollment subscriber cost to the City when an employee' s enrollment status is family. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her pay check on a monthly basis.

- (b) Except as provided in subsection 23.5, below an employee enrolled in an HMO plan shall contribute \$20.00 per month toward the monthly subscriber cost of the HMO plan when such employee' s enrollment status is single and \$40.00 per month toward the monthly subscriber cost of the HMO plan when such employee' s enrollment status is family.
- (c) Except as provided in subsections 23.5 and 23.6, below, effective the first full calendar month following implementation of the annual HRA an employee enrolled in an HMO plan shall contribute the following amounts:
 - i. An employee shall contribute \$30.00 per month toward the monthly subscriber cost of the HMO plan when such employee' s enrollment status is single and \$60.00 per month toward the monthly subscriber cost of the HMO plan when such employee' s enrollment status is family
 - ii. An employee shall also contribute an additional \$20.00 per month over and above the amount specified in 23.3.a.(2)(c)i., above, for each adult (maximum of two,

excluding dependent children) who chooses not to fully participate in and complete the HRA.

- iii. For an employee in a single HMO plan and for an employee and his or her spouse (if applicable) in a family HMO plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be reduced to \$20.00 per month for single enrollment when an employee's enrollment status is single and \$40.00 per month for family enrollment when an employee's enrollment status is family.
 - (d) In addition to the amounts specified in subsections 23.3.a.(2)(b) and (c), above, an employee who enrolls in an HMO plan whose monthly subscriber cost exceeds that of the lowest cost HMO plan shall also contribute a monthly amount equal to the difference between the monthly subscriber cost of the plan selected and the monthly subscriber cost of the lowest cost HMO plan.
 - (e) The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis.
- (3) The maximum City contributions provided above shall be determined by the employee's effective enrollment status; when the enrollment status is single, the above maximum shall be computed using the subscriber cost established for single enrollment status and when it is family, such computation shall be based on the subscriber cost established for family enrollment status.
 - (4) An employee who exhausts his/her sick leave during the term of this Agreement shall be permitted to maintain the benefits for the plan he/she

was covered under on the date his/her sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. The City's contribution towards the cost of maintaining the benefits during this period shall be as provided for in subsection 23.3.a. of this Article. An employee returning from an unpaid medical leave, during which time he/she was receiving paid health insurance benefits under this provision, must remain in continuous active service for at least 120 calendar days to become eligible for another six-month extension of the health insurance coverage benefits provided hereunder. This provision shall not cover retirees (including disability retirements).

- b. For Employees Receiving a Duty Disability Retirement Allowance
Depending on the individual's single/family enrollment status, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection 23.3.a. of this Article, above.
- c. Employees Who Retire Between January 1, 2010, and December 31, 2011.
 - (1) Except as noted below, eligible employees under subsections 23.2.e. or 23.2.f, who retire between January 1, 2010 and December 31, 2011 and who are enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$30 per month for single enrollment when such employee's enrollment status is single and \$60 per month for family enrollment when such employee's enrollment status is family. The amount of retiree contribution shall be deducted from the retiree's pension check. Any subscriber costs for single or family enrollment in excess of the above stated amounts shall be paid by the City. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost plan to retirees offered by the

City, the foregoing \$30 employee contribution shall be waived. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost plan to retirees offered by the City, the foregoing \$60 employee contribution shall be waived.

- (2) Except as noted below, for eligible employees under subsections 23.2.e. or 23.2.f, who retire between January 1, 2010 and December 31, 2011 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for single enrollment for retirees in the HMO plan elected of 100% of the monthly subscriber cost of single enrollment in the Plan offered by the City pursuant to subsection 23.1.a. or 23.1.b, above, having the lowest single enrollment subscriber cost for retirees to the City. For eligible employees under subsections 23.2.e. or 23.2.f, who retire between January 1, 2010 and December 31, 2011 and who are enrolled in the an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for family enrollment in the HMO plan elected of 100% of the monthly subscriber cost of family enrollment for retirees in the Plan offered by the City pursuant to subsection 23.1.a. or 23.1.b, above, having the lowest family enrollment subscriber cost for retirees to the City. If the per capita subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the retiree shall have the amount of excess cost deducted from his/her pension check. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for single enrollment for retirees in an HMO Plan of 100% of the monthly subscriber

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

4. Cost of Coverage -- Dental Plan

In calendar years 2010 and 2011, the City will contribute an amount up to \$13.00 per month for single enrollment and an amount up to \$37.50 per month for family enrollment towards meeting the subscriber cost of the dental plan elected. For an eligible employee whose normal hours of work average 20 hours per week on a year round basis or who works half-time during the school year, the City shall contribute an amount up to \$6.50 per month for single enrollment and an amount up to \$18.75 per month for family enrollment towards meeting the subscriber cost of the dental plan elected. If the subscriber cost for single or family enrollment in the Dental Plan exceeds the maximum City contribution provided, the employee shall have the amount of such excess cost deducted from his/her pay check on a monthly basis.

5. Pro rata Credit for Half-time Employees

An eligible employee, whose normal hours of work average 20 hours per week on a year-round basis or who works half-time during the school year shall contribute the following amount toward meeting the subscriber cost in the Health Plan elected:

- a. An employee enrolled in the Basic Plan (single or family enrollment status) shall contribute an amount equal to fifty (50%) percent of the City contribution toward meeting the cost of the premium of the enrollment status elected as provided under subsection 23.3.a.(1), above; or
- b. An employee enrolled in a HMO Plan with single enrollment status shall

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

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

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

6. Effective the first full calendar month following implementation of the annual HRA in addition to the employee contribution specified in subsections 23.3.a.(1) and (2), above, a half-time employee in active service, or who retires, or receives a duty disability retirement allowance during the term of this Agreement shall also contribute the amount toward meeting the subscriber cost in the Plan elected as specified in subsections 23.5, above.

7. Self-Administration Offset

The per capita subscriber costs associated with the health or dental insurance coverage provided by each of the plans listed in subsection 23.1. above includes amounts allocable to the administrative costs of the carriers providing such coverage. If the City elects to self-administer the Basic Health Insurance Plan and/or the Basic Dental Plan, then effective with the calendar month during which this election becomes effective, and so long as it continues in effect, the maximum City contributions provided in subsections 23.3., 23.4. and 23.5., above for employees covered by such a self-administered plan shall be reduced by an amount equal to 100% of the difference between the monthly administrative costs associated with such plan prior to the effective date it became self-administered and the monthly administrative costs associated with the plan when it is self-administered, capitated for each subscriber in the plans on the

basis of single or family enrollment status. While in effect, this provision shall not increase an employee's payroll deductions required to meet the costs of his/her health/dental insurance benefits beyond the deductions that would be required under subsections 23.3, 23.4, and 23.5 of this Article, if the provision was not in effect.

8. Non-duplication

- a. If more than one City employee is a member of the same family, as that term is defined in provisions of the Plans defined in subsection 23.1. of this Article, above, the coverage shall be limited to one family plan.
- b. In the event a program of health insurance is adopted by the Federal or State government and the City is required to, or elects to participate in it, benefits under the City Plan shall be coordinated with such systems but shall not operate to increase or diminish the extent of the coverage.
- c. A retiree shall be ineligible to receive the retiree health insurance benefits provided hereunder when receiving health insurance benefits from other employment or from the employment of the retiree's spouse if the benefits received by the spouse cover the retiree.
- d. City health insurance cost contributions provided hereunder to a retiree shall be in lieu of any other City retiree health insurance contributions provided by ordinance, resolution or by other means, while a retiree is receiving the benefits hereunder.
- e. After any deductible is paid, the employee's share of the cost for claims made under the Major Medical co-insurance provisions shall not be less than 20%.
- f. In the event an employee or eligible dependent becomes eligible for Medicare benefits prior to attaining age 65, the City will contribute an amount up to the City's maximum contribution provided in subsection 23.3.c.(1), above, towards the cost of coverage for the City's Medicare Supplemental Plan.
- g. When a member of the employee's family, as the term "family" is defined in the

provisions of the Plans defined in subsections 23.1.a. or 23.1.b. of this Article, is a City retiree receiving City Health Insurance benefits, the coverage shall be limited to one family plan.

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

9. Right of City to Select Carrier

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

10. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in subsections 23.1.a. or 23.1.b. of this Article, above, while on an authorized leave of absence, layoff or suspension. Individuals on an authorized leave of absence, layoff or suspension, shall pay 100% of the cost associated with their coverage. The subscriber cost associated with their coverage is the same subscriber cost applicable to active employees represented by the SEIU Healthcare District 1199 W/UP as such rates may be from time to time. This provision shall be applicable only during the first twelve (12) months of each authorized leave of absence, layoff, or suspension.

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

12. Effective Date

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

ARTICLE 24

LIFE INSURANCE

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

salary. "Employee" shall have the meaning given in S350-25(3) of the Milwaukee Code of Ordinances.

2. Cost of Life Insurance Coverage

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

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

ARTICLE 25

TUITION AND TEXTBOOK REIMBURSEMENT

1. Tuition and textbook reimbursement shall be in accordance with the Veteran's Administration benefits and Safe Streets Act benefits pertaining thereto. In no event shall there be any duplication of these benefits paid the employee.
2. In the event that an employee is ineligible to receive tuition or textbook reimbursement under the provisions of subsection 1., above, and meets the criteria specified under subsection 3. and 4., below, the City shall provide the employee reimbursement of tuition, laboratory fees, required textbooks, for approved courses of study and registration fees for approved conventions, seminars and conferences up to an annual calendar year maximum reimbursement of \$1,200 for calendar years 2010 and 2011. The City shall provide reimbursement up to \$110 per calendar year from the above applicable maximum reimbursement amount to be used for professional fees.

3. In order for the employee's courses of study or registration for conventions, seminars or conferences to qualify for reimbursement under subsection 2., above, the following criteria must be satisfied:
 - a. All coursework and related homework, conventions, seminars or conferences must be done on the employee's own time, except that coursework approved to be on City time by both the employee's Department Head and Employee Relations Director may be on City time.
 - b. All courses of study shall be related to an employee's job or to a reasonable promotional opportunity and be approved by a City-designated administrator.
 - c. Courses must be taken at accredited institutions or schools currently approved by the Department of Employee Relations.
 - d. Any portion of the tuition maximum may be used for courses which are less than three weeks in duration that are approved by management.
 - e. An employee must submit an application for reimbursement to a City-designated administrator on a form provided by the City and all receipts for tuition and required textbooks within eight (8) weeks of the last course date. Any changes in the request for reimbursement must be reported to the Department of Employee Relations within one week of the change.
 - f. An employee shall submit the official grade report to a City-designated administrator within eight (8) weeks of the successful completion of the approved course. An approved course of study shall be deemed successfully completed if:
 - (1) For college courses and short courses, the minimum grade accepted as satisfactory completion is a final grade that represents the minimum grade point average required for a degree, diploma, or certificate; or
 - (2) When grades are not given or the course of study taken is a non-credit one then the employee must present to aforesaid City-designated

administrator within the time limit above described a written statement from the course's instructor that the employee has satisfactorily completed the course of study.

4. An employee must remain in service for a six-month period after the successful completion of the approved course or the amount reimbursed will be deducted from the employee's final paycheck.
5. Payment of reimbursement described under subsection 2., above, shall be made as soon as is administratively practicable after the reimbursement application and evidence of successful completion of the approved courses of study is received.

The City may pay up front those tuition and textbook costs for programs offered by and as determined by the City's Training and Development Services Unit. If an employee does not meet criteria in Article 25.3, payment will be deducted from the employee's paycheck.
6. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
7. The Employee Relations Director shall administer this program in accordance with practices established for the City's general reimbursement program.

ARTICLE 26

AUTOMOBILE ALLOWANCE

1. Effective the next month following the execution date of this Agreement, the City shall reimburse an employee in active service, who is required as a condition of employment to have a private automobile available for use on City business, a base amount of seventy-five dollars (\$75) per month or payment for each mile driven on official City business during that month at the IRS standard mileage rate per mile, whichever is greater. (On 01/01/09, the IRS standard mileage rate is \$0.55 cents per mile.)
2. An employee eligible for reimbursement shall submit a record of mileage incurred on

city business during the month and attest to the accuracy of such mileage on a form approved by the City Comptroller. The department head of the agency for which the private automobile expense was incurred shall approve and attest to the accuracy and reasonableness of each mileage report submitted. All private automobile reimbursement payments to employees exceeding 1,000 miles monthly shall be concurred by the finance and personnel committee before payment is made. The City shall not require information regarding personal miles driven, however, the City Comptroller shall require the employee's record of mileage with the following information per trip: date, place, business purpose, odometer readings as well as business mileage driven per trip and any other information as amended by IRS as determined by the City Comptroller.

3. Reimbursement forms shall be submitted on a monthly basis on or before the last workday of the following month. An employee who is required to have a private automobile available for use on City business shall have at least the minimum insurance coverage prescribed by state law and shall have declared the use of his/her automobile on city business to his insurance company to protect the city's interests. It shall be the responsibility of the department head to see that the employee is adequately covered by such insurance before he/she approves the use of a private vehicle on City business and reimbursement for such use.
4. An employee who is required to have a private automobile available for use on city business and is assigned to the Zeidler Municipal Building or AIDS Resource Center shall have the option to elect to receive either a permit to park in certain City lots on a space available basis or to receive an amount of \$35.00 a month to be paid toward parking. Such employee shall be allowed to change his/her option once per year during a time period designated by the Business Operations Manager or within thirty days he/she receives a different assignment.
5. Employees may use up to two hours for emergency automobile repairs occurring during work hours caused by vehicle breakdown commencing during the course of employment

on the same day as the repairs. Any normal maintenance activities are not included.

ARTICLE 27

VOLUNTARY POLITICAL CHECK-OFF

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

ARTICLE 28

PART-TIME EMPLOYEES

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

absence (LOA) or immediately prior to return from LOA, they are not paid to the employee. Effective calendar year 2000, if a nurse does not work during the summer months, Easter or Christmas time, the holidays that occur during these leaves are not paid to the employee. In addition, if a holiday occurs immediately before leave of absence (LOA) or immediately prior to return from LOA, such holiday is not paid to the employee except as follows: there shall be no reduction for holidays occurring during the course of employment of a regularly appointed employee if said employee has been regularly at work for at least two days during the calendar week in which the holiday occurred, provided, however, that no holiday pay shall be allowed in any cases where such holiday occurred within, or immediately before, or immediately after, period of disciplinary suspension or unauthorized absence. An absence shall be considered to be authorized only if the employee in question has duly reported his absence and has been duly excused. A holiday which falls on a Friday or on a Monday shall be considered to be immediately before, or immediately after, the adjacent Monday or Friday for purposes of interpreting this paragraph. An employee who is on sick leave with pay or on vacation with pay shall be regarded as being regularly at work for purposes of interpreting this paragraph. Nothing herein shall be construed to deny holiday pay to any employee who has served the employee's regular time on the working day immediately before, and on the working day immediately following said holiday.

- f. Overtime (over 8 hours per day or over 40 hours per week)
- g. Personal Days provided under Section 4 of the Personal Days Article of this Agreement on a pro rata basis in lieu of past salary increase and one personal day off on a pro rata basis. Half-time employees assigned to schools will be allowed to take one personal day in each calendar year during school sessions provided that the vacation criteria are met.

- h. Salary Increments and Across-the Board Increases. Effective Pay Period 1, 2000, one year of creditable service shall be based on completion of 26 pay periods. Absence or absences from work without pay for any cause for 10 or more work days in the aggregate shall defer salary advancement for one additional pay period for each such 10 days' absence.
 - i. Shift, Weekend and Holiday Differential. Same benefit as full-time employees provided the employee works an eight-hour shift and meets the other criteria specified for full-time employees.
 - j. Sick Leave on a pro rata basis.
 - k. Tuition and Textbook benefits on a pro-rata basis.
 - l. Vacations on a pro rata basis. Effective Pay Period 1, 2000, one year of creditable service shall be based on completion of 26 pay periods. Employees assigned to the Adolescent School Health Program shall be allowed to take one vacation day in each school year when school is in session, and up to five vacation days in each school year on days when school is not in session provided that the vacation criteria is met.
 - m. Workers' Compensation
3. During the term of this Agreement, benefit eligibility for employees whose normal hours of work average more than 20 but less than 40 hours per week on a year-round or school-year basis shall be determined on the same basis as it was determined by the City during the term of the 1986 City/Staff Nurses Council labor agreement, except as follows:
- a. Eligibility for Health and Dental benefits as described in Article 23, Section 2, herein.
 - b. Funeral Leave on a pro rata basis.
 - c. Personal Days provided under Section 4 of the Personal Days Article of this Agreement on a pro-rata basis in lieu of past salary increase and one personal

day off on a pro-rata basis. Part-time employees assigned to schools will be allowed to take one personal day in each calendar year during school sessions provided that the vacation criteria are met.

- d. Shift, Weekend and Holiday Differential. Same benefits as full-time employees provided the employee works an eight-hour shift and meets the other criteria specified for full-time employees.
- e. Tuition and Textbook benefits on a pro rata basis.
- f. Vacations earned on a pro rata basis. Effective Pay Period 1, 2000, one year of creditable service shall be based on completion of 26 pay periods. Employees assigned to the Adolescent Health Program shall be allowed to take one vacation day in each school year when school is in session, and up to five vacation days in each school year on days when school is not in session provided that the vacation criteria is met.
- g. Automobile Allowance benefits same as full-time employees specified in Article 26 of this Agreement.
- h. Uniform Allowance benefits same as full-time employees.
- i. Salary Increments and Across-the-Board Increases. Effective Pay Period 1, 2000, one year of creditable service shall be based on completion of 26 pay periods. Absence or absences from work without pay for any cause for 10 or more work days in the aggregate shall defer salary advancement for one additional pay period for each such 10 days' absence.
- j. Holidays on a pro rata basis. If a nurse does not work during the summer months, Easter or Christmas time, the holidays that occur during these leaves are not paid to the employee; also if holidays occur immediately before leave of absence (LOA) or immediately prior to return from LOA, they are not paid to the employee. Effective calendar year 2000, if a nurse does not work during the summer months, Easter or Christmas time, the holidays that occur during these

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

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

ARTICLE 29

DISCIPLINE

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

ARTICLE 30

REDUCTIONS IN FORCE

1. Seniority for layoff purposes is the relative status of an employee based upon continuous bargaining unit seniority commencing with his/her most recent appointment

date to a classification within the bargaining unit provided, however, that any current bargaining unit employee who promotes or has promoted to a management or supervisory position in the Health Department, shall retain all his/her accrued Union bargaining unit seniority as above defined but shall not continue to accumulate seniority while in a non-bargaining unit position.

2. Effective Pay Period 1, 2010 thru Pay Period 26, 2010, there shall be no layoffs of bargaining unit employees with the exception of seasonal layoffs, layoffs due to loss of grant funding, or layoffs due to loss of reimbursement for specific programs or positions. This provision shall expire at the end of Pay Period 26, 2010.
3. Should the City find it necessary to effect a reduction in its work force (layoff) involving a classification represented by the Union, it shall give the Union president the maximum notice practicable of its intentions.
4. When layoffs are occasioned by emergency or Act of God, or when the duration thereof is not expected to exceed thirty (30) working days, the provisions hereof regarding selection of personnel for layoff shall not apply but shall be solely within the discretion of the City.
5. When it becomes necessary to reduce the workforce in a particular classification, the employee in that classification with the least seniority shall be laid off.
6. A person holding a managerial and/or supervisory position in the Health Department who has retained Union bargaining unit seniority may displace the least senior employee within the bargaining unit holding a position in a classification that the returning supervisor/manager previously held if:
 - a. The returning employee has more seniority;
 - b. The returning employee meets the minimum job requirements of the classification of the employee with lesser seniority; and
 - c. The classification to which the returning employee transfers or bumps to is in the same or lower pay range than pay range of the current classification of the

returning employee.

7. Seniority shall be broken if an employee:
 - a. Retires;
 - b. Resigns from City employment;
 - c. Is discharged;
 - d. Is terminated during his/her initial probationary period;
 - e. Is not recalled from a layoff for a period of three (3) years.
 - f. Is recalled from a layoff and does not report for work within three (3) calendar weeks;
 - g. Does not return at the expiration of a leave of absence.
 - h. Accepts a position outside the bargaining unit, except as set forth above with regard to retained seniority.
8. Recall of a laid-off employee shall be by application of seniority in reverse order of layoff.
9. Employees having the same starting date shall have their seniority status determined by their examination grade or their equivalent and where grades do not prevail, seniority shall be determined by the earliest month and day of birth in the calendar year and where day of birth does not prevail, seniority shall be determined by the earliest year of birth.

ARTICLE 31

EDUCATIONAL DAYS WITH PAY

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

1. Must be employed for a six-month period of time.
2. Must plan to continue employment. If plans are to leave employment within the next 30 days, the educational day, with pay, will not be granted.
3. Full time nurses are given 16 hours with pay per calendar year.

4. Half time nurses are given 8 hours with pay per calendar year.
5. Three-quarter time nurses are given 15 hours with pay per calendar year, or time not to exceed usual hours worked for one day. Example: Summer hours- 4.5 hours worked. Therefore, only 4.5 hours will be paid.
6. If institute extends beyond 16 hours, a vacation or personal day will have to be used for the third day, etc.
7. Must request educational day at least two weeks in advance.
8. Coverage for assignment must be available.
9. At least 50% of all nurses within his/her health center must be scheduled to work on the day(s) the educational day(s) are requested to be taken.
10. Educational days must relate to the job or the specific nurse's area of responsibility. Conventions are usually not considered as institutes unless specific educational course is provided as part of the convention.
11. Requests should be submitted to the Department Head designee via duplicate H1014 and the announcement or flyer relating to the institute. Supervisors will indicate on request form if employee meets these guidelines.
12. Cost of meals and transportation will be assumed by the employee.
13. Cost for institute not exceeding \$75 per calendar year will be reimbursed. Cost in excess of the maximum allowed per calendar year will be assumed by the employee. Requests for payment require completion of "Statement of Expenses Incurred for City of Milwaukee," CBP-211.

ARTICLE 32

THEFT, VANDALISM AND LOSS REIMBURSEMENT COMMITTEE

The City shall reimburse employees for net loss (after insurance payment, if any) to automobiles, equipment or personal items resulting from theft, vandalism, loss or other damage incurred during the course of employment. Subject to arbitration, this provision shall be administered by a Reimbursement Committee, consisting of 2 persons appointed by the City

Labor Negotiator and 2 persons appointed by the Union. Reimbursement for losses resulting exclusively from negligence on the part of the employee shall not be approved and reimbursement for losses resulting in part from same may be proportionately approved, based upon the amount of employee negligence. This does not relieve the employee of the responsibility to carry insurance pursuant to current City practice. In the event an employee does not have collision coverage, the City shall in no case be liable for more than \$1,500 car damage or loss.

ARTICLE 33

SAFETY

1. The City shall provide a safe place for the employees and their belongings.
2. Assistance in Assault Cases

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

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

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

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

ARTICLE 34

PREMIUM PAY FOR CERTAIN JOB ASSIGNMENTS

1. A Public Health Nurse shall be eligible for the premium pay provided hereunder if and so long as:
 - a. He/she is assigned to one of the following job assignments: Health Center

Coordinator, Charge Nurse/STD Clinic, Charge Nurse/TB Clinic, Charge Nurse/Family Health Clinic, Lead Program Coordinator, PHN Coordinator-Adolescent Community Health Program (ACHP), PHN Coordinator-Well Women' s Program and PHN Coordinator-Immunization.

- b. He/she is assigned by the Department Head or designee either:
 - (1) on a non-temporary and full-time basis to one of the assignments listed in subsection 1a, above; or
 - (2) on a temporary and full-time basis to one of the assignments listed in subsection 1a, above provided he/she is assigned to assume the full responsibilities of the assignment.
2. The City shall pay a premium of \$45.00 biweekly to Public Health Nurses who meet the eligibility requirements set forth in subsection 1, above. This premium payment shall be granted for all non-overtime hours paid during a biweekly pay period; the premium shall be prorated if the non-overtime hours paid in a biweekly pay period are less than 80.

ARTICLE 35

POSTING OF CERTAIN JOB ASSIGNMENTS AND TRANSFER REQUESTS

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

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

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

- b. Such posting shall be displayed at each health center (currently SSHC, NWHC, KHC and Zeidler), and shall also be sent to the SNC President by inter office mail. As a courtesy the City will agree to send, via email, a copy of Job Postings and Transfer Requests to the SEIU Office.
 - c. The City will place a written record of the interview in the respective Bureau personnel file of each employee who had interviewed for the above listed vacant assignment. Such record shall include the reason(s) for which the employee was or was not selected.
 - d. If no employee indicates interest in the posted assignment or if the City determines that no employee who has indicated interest meets the City's needs for such assignment, then the City may consider and hire an outside candidate for such assignment. If the City reassigns a current employee to a posted position the affected employee shall be notified fifteen (15) working days before the reassignment.
 - e. If, in management's judgment, two or more employees equally meet the City's needs for such assignment, seniority will be the deciding factor between the employees.
2. Transfer Requests For Non-Posted Assignments. At any time, a non-probationary employee may forward a written request to the Health Department Personnel Office for transfer to a non-posted Public Health Nurse (PHN) assignment or location. When the City determines to fill a vacancy on a non-temporary basis, the Department Head or designee will determine and consider all relevant factors relating to the filling of the vacant assignment and employee transfer requests on file. If two or more employees equally fulfill the factors as determined by the Department Head or designee, seniority will be the deciding factor.

ARTICLE 36

LONG TERM DISABILITY PROGRAM

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

insurance agreements in relation to the LTD benefit program.

ARTICLE 37

PROFESSIONAL PRACTICES COMMITTEE

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

ARTICLE 38

SUBORDINATE TO CHARTER

In the event that the provisions of this Agreement or its application conflict with the legislative authority delegated to the City Common Council or the City Service Commission (which authority being set forth more fully by: The Milwaukee City Charter, the statutory duties, responsibilities and obligations of the City Service Commission as they are provided for in Sections 63.18 through 63.53 of the Wisconsin Statutes, The Municipal Budget Law, which is set forth in Chapter 65 of the Wisconsin Statutes or other applicable laws or statutes) then this Agreement shall be subordinate to such authority.

ARTICLE 39

ORDINANCE AND RESOLUTION REFERENCES

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

on the execution date of this Agreement that do not conflict with the specific provisions of this Agreement shall remain in force and effect.

ARTICLE 40

AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 41

JOINT CITY-UNION EARLY INTERVENTION PROGRAM

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

ARTICLE 42

MISCELLANEOUS

1. RN License Reimbursement

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

2. Blood Donations

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

3. Convention Days

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

4. Labor Management Committee

During the term of the 2010-2011 Agreement there shall be a Labor Management Committee.

ARTICLE 43

SAVINGS CLAUSE

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

ARTICLE 44

AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

For purposes of construction and interpretation of the various provisions, this Agreement shall be considered to have been executed on date successor labor agreement is approved by the Common Council. (December 22, 2009)

ARTICLE 45

ENTIRE AGREEMENT

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

Witness the hands and seals of the parties hereto this _____ day of _____ 2010

SEIU HEALTHCARE DISTRICT 1199WI

CITY OF MILWAUKEE:

BY: _____
Dian Palmer
President

BY: _____
Maria L. Monteagudo
Director of Employee Relations

Thomas G. Berger
Representative

Troy M. Hamblin
City Labor Negotiator

FOR STAFF NURSES' COUNCIL

Nicole M. Fleck

Labor Relations Officer

Judy Thorsheim
President

FOR THE CITY:

Wanda Frazier
Chairperson, Negotiations Committee

Tom Barrett
Mayor

Mary Ann Kiecpczynski
Council Representative

Willie L. Hines Jr.
President, Common Council

Polly Belcher
Council Representative

Ronald D. Leonhardt
City Clerk

William Rice
Council Representative

Michael Murphy, Alderman
Chairman, Finance and Personnel
Committee

W. Martin Morics
City Comptroller

10-11LC
labr/stfnurse
SIGNATURES

APPENDIX A

2010 and 2011 Rates of Pay

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

Pay Range 666

Official Rate – Biweekly

\$1,769.98	\$1,840.50	\$1,913.85	\$1,990.11	\$2,069.44	\$2,110.87
\$2,171.86					

Public Health Nurse

Pay Range 670

Official Rate – Biweekly

\$2,149.34	\$2,232.89	\$2,319.67	\$2,409.86	\$2,503.57	\$2,600.94
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Nurse Practitioner

APPENDIX B

WELLNESS AND PREVENTION

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

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

A Wellness and Prevention Committee shall be established to assist the consultant in the design of the Wellness and Prevention Program and to provide oversight of the program. The Wellness and Prevention Committee shall be comprised of nine union members appointed by the unions and three management representatives appointed by the Mayor. The City has agreed that two of the nine union members on the Wellness and Prevention Committee shall be Milwaukee District Council 48, AFSCME members as determined by District Council 48, two of the nine union members on the Wellness and Prevention Committee shall be Milwaukee Police Association (MPA) members as determined by the MPA, one of the nine members on the Wellness and Prevention Committee shall be a Milwaukee Professional Firefighters' Association Local 215 member as determined by Local 215, and one of the nine members on the Wellness and Prevention Committee shall be a member from either Local 494 Electrical group or the Milwaukee Building and Construction Trades Council (MBCTC) to be jointly determined by Local 494 Electrical

Group and MBCTC. The City has agreed that one of the nine members shall be a member from SEIU Healthcare District 1199 as determined by SEIU. The City has agreed that no other Union except DC48 and MPA may have more than one voting member on the Committee. The City has also agreed to allow other union presidents and union staff representatives or business agents to attend and participate in all Committee meetings, but only the nine members of the Committee will be allowed to officially make decisions and/or vote if necessary.

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

The City shall develop a Request for Proposals (RFP) and solicit bids from third party vendors qualified to implement the Wellness and Prevention Program. Upon conclusion of the bidding process, the City shall meet with the unions to review the results of the RFP. The committee shall decide on the vendors giving due consideration to all City policies associated with the selection procedures. The City shall not spend more than two million dollars per year, including the cost of conducting the HRA, on the Wellness and Prevention Program.

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

APPENDIX C

October 5, 2005

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

Dear Ms. Thorsheim:

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

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

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

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

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

Sincerely,

David A. Kwiatkowski
City Labor Negotiator

APPENDIX D

October 5, 2005

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

Dear Ms. Thorsheim:

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

Sincerely,

David A. Kwiatkowski
City Labor Negotiator

Accepted
Judy Thorsheim

APPENDIX E

October 5, 2005

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

Dear Ms. Thorsheim:

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

Sincerely,

David A. Kwiatkowski
City Labor Negotiator

APPENDIX F

October 5, 2005

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

Dear Ms. Thorsheim:

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

Sincerely,

David A. Kwiatkowski
City Labor Negotiator

APPENDIX G

October 5, 2005

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

Dear Ms. Thorsheim:

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

Sincerely,

David A. Kwiatkowski
City Labor Negotiator

Witness the hands and seals of the parties hereto this 3 day of May 2010

SEIU HEALTHCARE DISTRICT 1199WI

BY: [Signature]

Dian Palmer
President

[Signature]

Thomas G. Berger
Representative

FOR STAFF NURSES' COUNCIL

[Signature]

Judy Thorsheim
President

[Signature]

Wanda Frazier
Chairperson, Negotiations Committee

[Signature]

Mary Ann Kiecpczynski
Council Representative

[Signature]

Polly Belcher
Council Representative

Toni Carroll
Council Representative

[Signature]

William Rice
Council Representative

CITY OF MILWAUKEE:

BY: [Signature]

Maria L. Monteagudo
Director of Employee Relations

[Signature]

Troy M. Hamblin
City Labor Negotiator

[Signature]

Nicole M. Fleck
Labor Relations Officer

FOR THE CITY:

[Signature]

Tom Barrett
Mayor

[Signature]

Willie L. Hines Jr.
President, Common Council

[Signature]

Ronald D. Leonhardt
City Clerk

[Signature]

Michael Murphy, Alderman
Chairman, Finance and Personnel
Committee

[Signature] **DEPUTY**

W. Martin Morics
City Comptroller

07-09 LC

labr/stafnurse

SIGNATURES