APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MTG. DATE 11/13/12
Reports & Recommendations	**SUBJECT:** Motion to accept Petition and Waiver of Hearing Forms for the roadside ditch enclosure at 9032 and 9048 S. 84th Street	**ITEM NO.** G.11.

BACKGROUND/ANALYSIS

The property owners at 9032 and 9048 S. 84th Street have appealed for help from the City regarding the difficulty they are experiencing in maintaining the roadside ditch fronting their properties. The property at 9032 has a very active sump pump, running continually every fifteen minutes, regardless of wet or dry season. Efforts were made by the owner and City but could not find the source of the foundation water being pumped. It is assumed to be from a buried spring condition.

ANALYSIS

The matter was sent to the Board of Public Works where it was considered at its July, August and October meetings. The only viable solution found was to enclose the ditch with storm sewer to receive sump pump discharge. The owners requested the City, through its Department of Public Works (DPW), assist in the pipe enclosure. The DPW has every several years needed to dredge out these wet ditches (approximately 170 lineal feet). The Board, after significant consideration, recognized the uniqueness of this situation and long term benefit to both the property owners and City to enclose the ditch.

Accordingly, it was recommended that the City DPW to provide labor and equipment at an estimated cost of $2,000 with the property owners to split the cost of materials of $1,830. The property owners would also be responsible for grass restoration.

OPTIONS

Accept (or reject) the Petition and Waiver of Hearing Forms from the property owners at 9032 and 9048 S. 84th Street.

FISCAL NOTE

The materials and grass restoration will be by the property owners. The Department of Public Works will furnish necessary equipment and labor (small crew) anticipated to take no more than a couple of days. The property owners to make payment upon completion of the pipe installation.

RECOMMENDATION

Motion to accept Petition and Waiver of Hearing Forms for the roadside ditch enclosure at 9032 and 9048 S. 84th Street

RJR/sg
Encl.

PETITION AND WAIVER OF HEARING FORM
CITY OF FRANKLIN

RECEIVED
CITY OF FRANKLIN
2012 OCT 18 PM 1:26

TO THE COMMON COUNCIL OF THE CITY OF FRANKLIN, WISCONSIN (I) (We), the undersigned owner (s) of the premises located at:

9048 S. 84th Street	849-0178-000
Address:	Tax Key No.

in the City of Franklin, Wisconsin, do hereby respectfully petition your Honorable body to:

Install within the roadside ditch abutting our property, approximately 80 lineal feet of 15" pipe, connecting to both sides of our driveway culvert. We hereby agree to pay $915 for materials and agree to restore the area at our cost.

Upon completion of said construction (I) (we)) shall then pay an assessment of:

_____

($ 915.00)

in addition to any other lawful assessments. Said assessment to be:

~~(1)~~ Paid in full within thirty (30) days from date of invoice without payment of interest charges.

~~or~~

~~(2)~~ ~~Placed on the tax roll for collection as a special assessment in 12 annual installments with interest at the rate of six percent (6%) per annum.~~

In presenting this petition, I) (we) expressly waived notice and hearing requirements as found in Section 66.60 of the Wisconsin Statutes for special assessment of the construction of this improvement.

WITNESS: Carmen Mederick 10/15/12 OWNER: Walter Stasiewski
Walter Stasiewski

WITNESS: Judy Robson 10-18-12 OWNER Lynn Stasiewski
Lynn Stasiewski

Accepted pursuant to the authority of the Common Council on _____, 2012.

CITY OF FRANKLIN

BY: _____
Mayor, Thomas M. Taylor

BY: _____
City Clerk, Sandra L. Wesolowski

forms/petition 9048 S. 84th Street culvert 2012

PETITION AND WAIVER OF HEARING FORM
CITY OF FRANKLIN

TO THE COMMON COUNCIL OF THE CITY OF FRANKLIN, WISCONSIN (I) (We), the undersigned owner (s) of the premises located at:

9032 S. 84th Street	849-0179-000
Address:	Tax Key No.

in the City of Franklin, Wisconsin, do hereby respectfully petition your Honorable body to:

Install within the roadside ditch abutting our property, approximately 80 lineal feet of 15" pipe, connecting to both sides of our driveway culvert. We hereby agree to pay $915 for materials and agree to restore the area at our cost.

Upon completion of said construction (I) (we)) shall then pay an assessment of:

_____

($ 915.00)

in addition to any other lawful assessments. Said assessment to be:

(X) Paid in full within thirty (30) days from date of invoice without payment of interest charges.

( ) Placed on the tax roll for collection as a special assessment in 15 annual installments with interest at the rate of six percent (6%) per annum.

In presenting this petition, I) (we) expressly waived notice and hearing requirements as found in Section 66.60 of the Wisconsin Statutes for special assessment of the construction of this improvement.

WITNESS: _____ OWNER: _____
John Meyer

WITNESS: _____ OWNER _____

Accepted pursuant to the authority of the Common Council on _____, 2012.

CITY OF FRANKLIN

BY: _____
Mayor, Thomas M. Taylor

BY: _____
City Clerk, Sandra L. Wesolowski

forms/petition 9032 S. 84th Street culvert 2012

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 11/13/12
Reports & Recommendations	**SUBJECT:** Extension of Memorandum of Understanding relative to the scheduling and operation of the ball field located south of the Public Works Garage – 7979 W. Ryan Road	**ITEM NO.** G.12.

BACKGROUND/ANALYSIS

On February 7, 2012 the Common Council approved a Memorandum of Understanding with Franklin Force to handle the scheduling and operation of the two ball fields located south of the Public Works Garage, 7979 W. Ryan Road. This Memorandum of Understanding was for a one year period.

ANALYSIS

It appears that the scheduling and operation of the ball diamonds was handled well and staff recommends that it be continued for an additional year with Franklin Force. The extended Memorandum of Understanding has the same terms and for an additional year.

OPTIONS

Approve
or
Deny

FISCAL NOTE

None

RECOMMENDATION

Motion to approve the Memorandum of Understanding for the 2013 use of the ball fields located south of the City of Franklin Department of Public Works Facility at 7979 W. Ryan Road.

JMB/db
Enc.

CA\Extension of Memorandum of Understanding relative to ball field located south of the Public Works Garage 2013

MEMORANDUM OF UNDERSTANDING FOR THE 2013 USE OF THE SOFTBALL FIELDS LOCATED SOUTH OF THE CITY OF FRANKLIN DEPARTMENT OF PUBLIC WORKS FACILITY AT 7979 WEST RYAN ROAD

WHEREAS, there are two softball fields located on City of Franklin property south of the City Department of Public Works facility located at 7979 West Ryan Road, Franklin, Wisconsin, which were created by the Department of Public Works as part of the development of that City property to support the existing David R. Mayer Public Works building in the mid-1990's, the softball fields then replacing those historically existing on that City property in proximity to West Ryan Road for many years, which were removed in the construction process; and

WHEREAS, the historical softball fields on West Ryan Road were used, operated and maintained by the Franklin Lions Club for the provision of youth softball league purposes, which functions were continued by the Franklin Lions Foundation, Inc. for the existing softball fields located south of the Public Works facility; and

WHEREAS, the Franklin Lions Foundation, Inc. has ceased its youth softball league activities and advised the City that it will no longer provide operational and maintenance activities for the softball fields, and

WHEREAS, the property upon which the softball fields are located is City property designated for future Department of Public Works facilities expansion, and is not currently needed for such purpose in the year 2013; and

WHEREAS, there is a primary public purpose served in the continuation of the use of the subject softball fields by the Franklin Public School District, as well as other resident and non-resident teams and persons, and in the undertaking of the operational and maintenance requirements by designated softball fields users, in lieu of such property remaining unused and awaiting Public Works Facility expansion, or the City undertaking the time and expense of such operational and maintenance requirements for use; and

WHEREAS, in addition to the Franklin Lions, the Franklin Public School District has used the subject softball fields for sports purposes and provided maintenance services to the property in consideration thereof, and the district wishes to continue that status; and

WHEREAS, the Franklin Common Council having considered a request from Franklin Force, Incorporated, a non-stock corporation operating a youth fast-pitch softball league, with its principal office located at 6538 South 46th Street, Franklin, Wisconsin 53132, to continue the use, operation and maintenance activities for the subject softball fields as were performed by the Franklin Lions Foundation, Inc., while recognizing the Franklin Public School District priority use thereof, and having approved of same for the year 2012, has determined it appropriate and reasonable to continue the authorization of such use for the year 2013.

NOW THEREFORE, it is hereby understood and agreed, by the undersigned, as follows:

1. Franklin Force, Incorporated is hereby designated as a user of the softball fields located south of the Public Works facility at 7979 West Ryan Road, Franklin, Wisconsin, as depicted upon the map annexed hereto as Exhibit A, for the purposes of its youth fast-pitch softball league game and practice activities.

2. In consideration of such designation, Franklin Force, Incorporated, agrees as follows:
   a. It shall provide a certificate of insurance evidencing it being an insured by an authorized insurance carrier against all liability in any way arising from or pertaining to its use or activities as set forth in this Memorandum, whatsoever, in the general format of the youth sports league insurance industry standard insurance policy as was previously maintained by Franklin Lions Foundation, Inc., in the minimum limit amount of $1,000,000, naming the City of Franklin as an additional insured, which certificate shall be filed with the office of the City Clerk.
   b. It shall provide all scheduling services required for the use of the subject softball fields by others for youth game and practice activities, which scheduling shall provide that the use by the Franklin Public School District shall be primary.
   c. It shall provide user scheduling on a first come first serve basis.
   d. It shall not charge any fee to any user.
   e. It shall require any user to file a certificate of insurance meeting the terms of subpar. a. above with the office of the City Clerk prior to any use. This provision does not apply to the Franklin Public School District.
   f. It shall provide all reasonably necessary maintenance of the property supporting the softball fields, and the bleachers, benches, fences, and two shed-like structures (located between the fields to the north) thereon, including grass cutting, field marking and any other maintenance necessary so that the property is safe for users and attendees and reasonably neatly kept, except for those maintenance activities to be undertaken by the district as set forth under par. 3. below.
   g. It shall provide a portable toilet facility and the maintenance thereof to serve persons on the property at its cost, following and after the provision of such facility by the Franklin Public School District as set forth under par. 3. below.
   h. It shall provide all necessary trash collection and disposal services for the property at its cost.
   i. It may provide for food and drink and other traditional baseball field use concessions sales on the softball fields property, provided that such use is approved in advance by the City Health Department pursuant to all laws, rules, regulations and codes.
   j. It may provide signage on the softball fields property, provided that such use is approved in advance by the City Building Inspection Department and/or Architectural Review Board pursuant to all laws, rules, regulations and codes.

3. Franklin Public School District is hereby designated as a user of the subject softball fields and in consideration thereof, agrees to provide all grass cutting reasonably and seasonably required on the property for the year 2013; to provide a portable toilet and the maintenance thereof on the property at its cost during the months of April and May, 2013. The district shall have access to the two shed-like structures (located between the fields to the north) for use related equipment storage.

4. Franklin Force, Incorporated agrees that its use and activities as set forth herein and all matters in any way related thereto shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local. To the fullest extent permitted by law, Franklin Force, Incorporated shall defend, indemnify and hold harmless the City, the City's officers, employees, agents, boards, commissions and agencies from and against all costs, losses, and damages caused by the negligent or intentional and wrongful acts of Franklin Force, Incorporated, its officers, directors, employees, agents and consultants with respect to this Memorandum.

5. Franklin Public School District agrees that its use and activities as set forth herein and all matters in any way related thereto shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local. To the fullest extent permitted by law, Franklin Public School District shall defend, indemnify and hold harmless the City, the City's officers, employees, agents, boards, commissions and agencies from and against all costs, losses, and damages caused by the negligent or intentional and wrongful acts of Franklin Public School District, its officers, directors, employees, agents and consultants with respect to this Memorandum.

6. Franklin Public School District and Franklin Force, Incorporated acknowledge that their respective uses should not encroach upon the private properties adjoining the softball fields, property to the east. Franklin Force, Incorporated agrees to notify users scheduled by it of the existence of such private properties and that they should not be encroached upon.

7. Franklin Force, Incorporated is an independent contractor and all persons furnishing services to Franklin Force, Incorporated are employees of, or independent subcontractors of, and/or volunteers of Franklin Force, Incorporated and not of the City of Franklin.

8. Franklin Public School District is an independent contractor and all persons furnishing services to Franklin Public School District are employees of, or independent subcontractors of, and/or volunteers of Franklin Public School District and not of the City of Franklin.

9. The Franklin Force, Incorporated contact person for scheduling and all other matters hereunder shall be Natalie Versnik, to be contacted at telephone number 414-427-8333, which information shall be publicly posted.

10. This memorandum of Understanding shall terminate on December 31, 2013. This Memorandum of Understanding may be terminated earlier by the City of Franklin Common Council upon any determination in its sole discretion, as it may apply to any user of the subject property, individually, jointly or severally, that there has been as substantial breach of any governmental laws, statutes, decisions, codes, rules, orders, and ordinances, or any provision hereof as it may factually apply to such user(s), upon written notice to the subject user(s).

Franklin Force, Incorporated

By: _____ Dated: _____
Mark Geinopolos, President

Franklin Public School District

By: _____ Dated: _____
Mark Cloutier, Manager of
Buildings and Grounds

City of Franklin

By: _____ Dated: _____
Thomas M. Taylor, Mayor

By: _____ Dated: _____
Sandra L. Wesolowski, City Clerk

F.1.

FORCE
FRANKLIN FASTPITCH

RECEIVED
CITY OF FRANKLIN
2012 OCT 10 PM 2:36

October 8, 2012

Mayor Tom Taylor
9229 W. Loomis Rd.
Franklin, WI 53132

Dear Mayor Taylor:

I am the vice president for the Franklin Force Fastpitch Softball Club and we have been running Lions Fields (behind public works) for the past two years. I am asking for a renewed agreement, (for a minimum of one year, preferably two) to continue running the fields for the 2013 season. During the last two seasons we have accommodated not only the FHS softball teams and all seven of the Franklin Force teams but a slowpitch league and this year two baseball teams with game and practice times. We have maintained the fields (after the high school season) and for everyone's convenience, had the concession stand open for all FHS and slow pitch games, to everyone's appreciation.

Please feel free to contact me if you would like more information or to speak directly. I appreciate your time and consideration on this matter and will await a response.

Sincerely;

Jane Harmeyer, Franklin Force Fastpitch Softball Club
6320 W. River Pointe Dr.
Franklin, WI 53132
414-427-8872 (home)
414-698-1642 (cell)

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/13/12
REPORTS & RECOMMENDATIONS	Franklin Professional Firefighters, Local 2760, Tentative Agreement for a Successor Collective Bargaining Agreement Covering 2013-2015	ITEM NUMBER G.13.

Negotiations were completed successfully on a Tentative Agreement with the Franklin Professional Firefighters, Local 2760, for a successor agreement to cover the period from 2013 through 2015. Attached is a copy of the agreement, a detailed memo discussing the changes, supporting documentation, and the 2010-2012 agreement for reference.

As detailed in the attached memo, I recommend approval.

The Union has already ratified the agreement. If approved by Common Council, it will be converted into the appropriate document form and executed. Although implementation of Tentative Agreement items is generally withheld until the final document is signed, if both parties have approved the Tentative Agreement we will allow vacation picking for 2013 to proceed in accordance with conditions and expectations set forth in the Tentative Agreement.

COUNCIL ACTION REQUESTED

A motion to approve the Tentative Agreement for 2013 - 2015 with the Franklin Professional Firefighters, Local 2760 of the International Association of Firefighters, AFL-CIO, and to authorize the Mayor, Director of Clerk Services, and Director of Administration to execute a labor agreement incorporating the provisions of the attached Tentative Agreement.

City of Franklin

Date: November 9, 2012

To: Mayor and Aldermen

From: Mark W. Luberda
Director of Administration

RE: Franklin Professional Firefighters, Local 2760, Tentative Agreement for a Successor Collective Bargaining Agreement Covering 2013-2015

The purpose of this memo is to provide some explanation of the Tentative Agreement reached with the Franklin Professional Firefighters, International Association of Firefighters, Local 2760, AFL-CIO. The Tentative Agreement was ratified by the Union at their meeting of November 2nd.

I would like to first thank the union's executive board for the excellent collaborative effort that led to this agreement. It is sensitive to current issues that relate to Act 10 and Act 32, as well as addressing long-standing operational issues of concern to both the union and management. The membership should also be acknowledged for supporting the results of this cooperative and mutually beneficial agreement. **I urge the Common Council to support it as well.**

The current contract expires 12/31/2012. The terms of this agreement are in line with the expectations and assumptions incorporated into the 2013 budget as presented at the Public Hearing. Following is an Article-by-Article summary of the primary changes or modifications. A number of the topic could be discussed or analyzed at great length. For the purposes of this memo, I will simply provide a brief overview of the benefits and potential costs of the change. If additional information is needed on any given item, please do not hesitate to ask. Items that are self explanatory, a contract clarification, or a technical correction incorporating language that represents current practices are not further itemized or discussed below.

Article XXIX- Duration: The new contract has a three year term ending 12/31/2015. Three years was necessary in order to achieve mutual agreement on the wage and WRS contribution issues. The term "except as otherwise provided for by law" was added to the end of this section with the intent that statutory requirements enacted during the term of an agreement could be addressed following the expiration of an agreement in the event a successor agreement is still in progress.

Appendix A Salary Schedule & Article XVII – WRS contributions: The current trend or pattern in area settlements has the Union make pension contributions that match wage increases, culminating in full participation similar to WRS general employees after the second year. Therefore, the third year of wages is the first year of the agreement that amounts to a wage increase over pension contributions. Although this is comparable to other contract settlements, such as Oak Creeks, it is better than general employees were subjected to when they received a total 2% wage increase offset by a 4.2% pension

increase. The third year of the settlement provides for a 3% wage increase which basically insures them a "raise" after two years of holding steady. It is worth noting that the Oak Creek wage pattern was (3%, 3%, 2%) although I was adamant that the 2% had to be the first year, since roll-ups on the 2% wage increase create an additional .9% cost that could be covered by the 3% WRS contribution. As such, the 2013 budgetary impact of wages/WRS is effectively neutral, as anticipated by the 2013 budget document.

Attached is a summary sample of communities that might be considered external comparables which was available at the time of negotiations. Some of the communities have not yet finished their negotiations. For example Greendale is currently in arbitration. Greenfield settled very early during the Act 10/32 process, but their pattern of full WRS contribution from the get go is not a common settlement pattern anymore. The Oak Creek pattern is more typical of what I see occurring around the state and is also reflective of the Wauwatosa and South Milwaukee settlements. In short, I believe the wage and WRS component of the Tentative Agreement is appropriate when considered in the context of the full document, local settlements, and statewide trends.

Article VI #3: Depending upon how the Contract with Milwaukee County EMS works out, union and management perceived that at some point in the future it may be necessary or beneficial to allow or anticipate paramedic training to occur at one of the other Southeastern Wisconsin schools that provide the training other than at the County facility. As such, we have predetermined the language to enable this to occur. The first line of the paragraph is the key: "For members approved by the Fire Chief to attend..." In other words, access is completely controlled by management, so it can be used when it is in our best interest.

Article VI #4: This is an important section with significant potential future benefits. Overtime in the department is often driven by unanticipated vacancies due to sick leave, FMLA, Workers Compensation leave, etc. The contract has historically limited, to a specified degree, our ability to move people between shifts in order to avoid overtime. This new section is a brand new concept that removes most of the limitations in the shift scheduling requirements to enable the City to hire up to three people who can serve an entirely flexible schedule. Such employees could be moved between shifts as determined by management within certain reasonable, and appropriate, restrictions that will be detailed further within departmental operating policies. This option only comes into play if we expand the department from its current levels, but incorporating such language now enables this language to be incorporated without taking anything away from existing employees. This is a good example of union membership showing concern for the City's efforts to reduce overtime.

Article VII – Holidays #2: This simple change eliminates an historical issue where new employees were receiving full allocations of personal days no matter when they were hired during the year. This language effectively prorates a new employee's allocation of personal days. Although not a huge savings, it is an appropriate and logical correction.

Article VIII – Vacations, #2: This item eliminates the requirement that an employee turn in sick leave days in order to be eligible for the fifth week of vacation after the 18th year. The cost of this added benefit is entirely offset by the significant reduction in sick leave allowance discussed below.

Article VIII – Vacations, #4: The current requirement that we consider legitimate long-term uses of sick leave when looking at their sick leave balance relative to the fifth week of vacation allowance was limited to only a 5 year look-back period, as compared to the full term of their employment. Administratively, this was an important language change.

Article VIII – Vacations, #5 and Letter of Understanding (Page 9): These changes comprise an issue that was of always of importance to the Union. In short, the language changes restrict the Battalion Chief's from signing up and taking shifts of firefighters. Most larger departments and many our size have such a restriction in their agreement already; Franklin didn't. In the past the City has avoided this language because Battalion Chiefs often take shifts at straight time as opposed to letting it fall to a firefighter at time and a half. A more detailed review of the cost potential was performed and it was determined that sacrificing this restriction in order to get the significant reduction in Sick Leave accumulation and the language providing for Flexible Schedule employees was beneficial. In addition, however, the City has incorporated some additional requirements that restrict our potential for added overtime. Those protections are listed in the Letter of Understanding (page 9). For example, requiring a lieutenant to always be on shift provides some savings, as does allowing the Paramedic Lieutenant to act as BC and take fire command (an operational issue management has pursued since the creation of the Paramedic Lieutenant). Battalion Chiefs who work lots of overtime will lose some opportunity for added wages, but Battalion Chiefs may have some better access to desirable vacation slots (which could nominally increase some of the City's overtime costs). Lastly, an important safety net was put in place to ensure that over time members don't collude to force overtime costs up by not selecting straight time overtime consistent with their historical patterns. That restriction is listed in item 4 of the letter of understanding. Nonetheless the ability to significantly restrict sick leave accumulation and the potential for flexible schedule employees will provide a net benefit to the City over all, while providing some operational benefits that are desirable to the union and management.

Article X - Sick Leave: The City has historically provided an annual accumulation of 24 hours – one full working day – per month of sick leave. This is the largest allowance of any of the potential comparable communities. When compared to the typical 40-hour-per-week employee it is a significantly greater accrual of sick leave. It leads to such a large accumulation of sick leave that any firefighter can easily take the maximum FMLA allowances whenever the circumstances arise (such as having a child). By this agreement, the annual accumulation of sick leave has been cut in half, putting it equal to Oak Creek's which is at the bottom of the list of potentially comparable communities. Since FMLA creates such a significant overtime cost for the City, reduction in the accruals will significantly impact Overtime costs in the long run. Note that we have also provided for discontinuing accrual of new sick leave while on an extended non-FMLA leave (Item #3).

Article XI - Severance Pay: A change in the Severance pay benefit was done as part of the compromise of the entire agreement, particularly the reduction in sick leave and addition of the flexible schedule employee category. You may recall that the Common Council eliminated the automatic severance of thirty days of severance but retained a link to sick leave balance remaining. This language does that as well, but it provides an incentive that increases the value of retained sick leave the longer one serves. The method may appear slightly confusing at first but it was necessary to have a different cap for each individual that is currently employed. A different cap is required because each current employee has had a different period of time during which they have been accumulating sick leave under the old

accumulation rates. The formula effectively allows us to establish a severance cap for each individual. The severance has the potential to provide extra money an employee can use to pay for retiree health insurance. It is structured as an incentive that is payable to any employee who works at least 5 years. An attached sheet shows the potential liability. In very rough summary an employee who uses no sick leave during a career can get the equivalent of approximately 3 days per year paid out. That can provide a noticeable payout to the employee, but at the same time if the employee has a 50% reduction in accruals and then never used the sick leave, the City would be ahead over the course of their employment. As current employees retire and new employees come in, the formula becomes very straight forward.

Article XIII - Clothing Allowance: This change simply eliminates unrestricted payouts of clothing allowance for employees who are on long term leaves. This is not a big money saver, but it makes logical sense.

Article XIV – Hospital and Surgical Insurance and Article XV- Dental Insurance: Most of the changes involve elimination of language no longer allowable in accordance with Acts 10 and 32. Nonetheless, premium shares are still negotiable. To its credit, the Union has agreed to accept participation in the premium share to the same degree that the Common Council establishes for other employees, although some reasonable and appropriate caps were required so that the Union knew there was at least some safety net or guarantee of reasonableness. This is very beneficial language that will aid in the administration of health plan and shows the Union's willingness to cooperate with the City and be a part of its long term solutions.

Article XIX – Funeral Leave: The benefit provided Union members far exceeded that given to other employees given their work schedule. Three days for a firefighter can provide for a significantly longer Funeral Leave than three days for a regular 40-hour-per-week employee. The language was changed to reduce the benefit to more closely parallel that benefit received by other employees. The language was also changed to address the Chief's concern about use in the event of the death of a member's aunt or uncle.

Article XXVII – Special Duty Pay: This section really just clarifies language relative to some restructuring that has occurred in the department's Special Duty Teams. There is no particular increase in cost to the City.

Letter of Understanding on Deferred Compensation Programs: There is currently an old Common Council Resolution that restricts staff's ability to add additional deferred compensation programs. The City does not contribute to these funds. The only cost is typically a nominal administrative fee at set up and potentially a small reprogramming cost for our payroll system. More work has to be done on the steps and requirements for adding the additional plan, but as you can see, some protections were built into the language in the event the process is ultimately not as straight forward as anticipated.

FISCAL IMPACT: A traditional costing of this tentative agreement is not practical to perform in total. The 2% wage adjustment in 2013 increases the wage and salary line items by approximately $54,657, but this will be offset by approximately $54,711 in WRS contributions. Similarly, the 3% wage increase in year two, 2014, will roll up to approximately a 4.3 % cost increase (including payroll taxes, etc.) but

this will largely be offset by an additional increase in WRS contributions which will currently equal 3.65%.

The impacts on overtime and severance are the hardest to estimate because it is not possible to estimate precisely what future sick leave use will be. The severance addition only establishes a maximum possible cap, whereas their sick leave usage over their career will determine to what extent they will qualify to receive the maximum amount. For example a new employee starting today would have to work 30 years to qualify for a 1,000 hour severance which requires that they have not used 2,000 hours of sick leave (remember the current cap already provides for up to 1,440 hours). Therefore, over thirty years, the employee could only use an average of 3.2 sick days per year. The agreement reduces their sick leave accrual from 12 days per year to 6 days per year, and each sick day saved that saves a day of OT saves nearly $1,000 in added costs. A weighted average of actual sick leave used is 4.8 days per year for the entire current union membership. Therefore, for everybody to get the full severance benefit employees would have to reduce sick leave usage by over 1.6 days per year for each of the 39 covered members. That has the potential to save over $50,000 per year, and that is not even considering the elimination of 6 days per year in added accrual for each individual. Obviously, everybody will not qualify for the maximum or provide the City the maximum savings each year, but the structure of the savings clearly provides a benefit to the City.

At the same time the employee receives an important benefit as well. Enhancing retirement benefits is currently not a very well received notion. (In fact, were the contract changes the City is gaining not so potentially beneficial, I would never have suggested enhancing this retirement benefit.) An employee could earn up to $8,000 in additional severance at today's rate. From the employee's perspective, this could amount to extending 100% health insurance coverage during retirement for over 1.5 years, which is an added benefit that is difficult to obtain in the current environment. Nonetheless, from the City's perspective it is the equivalent of less than $300 per year in today's dollars, which amount will clearly be very easily offset by savings from such a significant reduction in sick leave accrual, as discussed above. I am very confident that the City's net benefit holds true even when considering each of the other factors in the TA that could impact leave usage and OT potential (such as, pulling BC's out of OT selection, reducing funeral leave, reducing new employee personal days, the potential addition of a flexible schedule employee, etc.). So, although I can recommend that the items in the Tentative Agreement are very beneficial to the City, I cannot pin down a precise costing of those elements because they are too dependent on actual employee sick leave usage.

TENTATIVE AGREEMENT
October X, 2012

This document comprises the Tentative Agreement between the Franklin Professional Firefighters International Association of Firefighters, Local 2760, AFL-CIO, and the City of Franklin in their efforts to reach mutual agreement on a successor agreement to the 2010-2012 collective bargaining agreement.

Upon ratification by Association members and subsequent approval by the Common Council, the following sections are to be amended or modified as noted herein.

ARTICLE XXIX – Duration

The text of Section 1. shall be amended to read as follows: "This Agreement shall become effective January 1, 2013 and shall continue in full force and effect until December 31, 2015. The terms and conditions of this Agreement shall continue to apply until superseded by another Agreement, except as otherwise provided for by law.

APPENDIX A – Salary Schedule

The tables of Appendix A shall be recreated to reflect the following percentage increases to the "Monthly" wages, except as otherwise noted within the structure of the tables (see footnote).

January 1, 2013: 2.0% increase
January 1, 2014: 3.0% increase
January 1, 2015: 3.0% increase

The wage increases identified above would be effective on the start of the pay period closest to, but on or after, the date listed above.

ARTICLE XVII – Wisconsin Retirement Fund (WRS)

Replace the entire current language (Section 1), with the following:

"Section 1. For all employees covered by this Agreement who were hired prior to July 1, 2011, and who participate through the City of Franklin in WRS:

(a) effective the start of the pay period closest to, but on or after, January 1, 2013, each such employee will pay a portion of the contribution required by the WRS equal to 3% of the employee's gross earnings, per WRS Guidelines, and

(b) effective the start of the pay period closest to, but on or after, January 1, 2014, each such employee will pay a portion of the contribution required by the WRS equal to the full employee share, as identified by WRS and as per WRS Guidelines (currently the employee share of the WRS rate as actuarially determined by the WRS for general employees).

Section 2. In accordance with State law and effective January 1, 2013, all employees covered by this agreement who were hired on or after July 1, 2011, must contribute the

full employee's share to the WRS Pension Plan, which is currently defined as the WRS rate as actuarially determined by the WRS for general employees."

ARTICLE VI – Wages and Work Schedules

1. Add the following into Section 3. A) after the words "Fire Inspector": "(or other members on a traditional 40-hour work week)".

2. In Section 3. A), following "The work day will be from 8:00 a.m. to 4:00 p.m." add "(or for a four (4) day per week employee will be from 7:00 a.m. to 5:00 p.m.)".

3. Insert a new Section 2d. as follows:

   "Section 2d. For members approved by the Fire Chief to attend an alternate paramedic school and approved for not attending the Milwaukee County EMS paramedic program, where the City has agreed to reimburse the member the tuition and the cost for required books for the member to attend another institution, the member's duty days that coincide with said paramedic training and travel time will be alternatively covered by the City for the purpose of staffing and the member shall still receive their hourly pay during their absence on such portion of those duty days. Despite requiring approval to attend paramedic training at another institution and despite the City funding the tuition through reimbursement, the member's participation is voluntary. The member is not eligible for reimbursement for any class that the member does not pass. Once a member begins attending such an alternate program, the City has generally committed to two (2) successive semesters of participation and, as such, shall not unreasonably withdraw approval for such continued, unbroken participation."

4. Add a new Section 3. e) as follows:

   "e) Flexible Schedule Employee: The normal work week requirement of Section 3 b) above does not apply to up to a total of three Firefighters and/or Firefighter/Paramedics, who are lowest in seniority, except as further described below. Such employees shall be considered a "Flexible Schedule Employee." A maximum of three union personnel may be assigned as a Flexible Schedule Employee at any given time. An assignment as a Flexible Schedule Employee may not exceed a term of three calendar years commencing with the January 1st following the date of hire. A Flexible Schedule Employee assignment may not be given to personnel initially hired unless at least 39 individuals covered by the terms of this collective bargaining agreement (excluding the Fire Marshall), including those on a leave of absence, are in a position to which Section 3 b) above applies. In the event a departmental vacancy occurs among the 39 positions to which Section 3 b) above applies, the most senior Flexible Schedule Employee shall be relieved of said assignment before or concurrent with the end of the third complete (whole) FLSA cycle following the vacancy. Flexible Schedule Employees may be moved regularly and frequently between shifts at the discretion of the Fire Chief subject to the constraints set forth in the Flexible Schedule Employee Policy, "Scheduling" section."

ARTICLE VII – Holidays

1. Correction: Delete "Washington's Birthday" and replace it with "President's Day."

2. Amend Article VII, Section 1. adding an asterisk to "k)" and a footnote to the Section indicating the following: "For the initial calendar year of employment for a new employee, the new employee will receive three personal days if they have a starting date prior to March 1, two personal days if they have a starting date on or after March 1 but before July 1, 1 personal day if they have a starting date on or after July 1 but before November 1, and no personal days if they have a starting date on or after November 1."

3. Amend Article VII, Section 6. by adding the following to the end of the second sentence: ", except as may be permitted by the Fire Chief under special circumstances, with the knowledge and approval of the Director of Administration."

ARTICLE VIII – Vacations

1. Amend Article VIII, Section 1. A., changing "working days" to "hours" and converting the numbers as appropriate in order to more accurately address the flexibility provided for in the contract and the individual's current 10-hour-per-day / 4-day-per-week schedule. (Example: 10 days is converted to 80 hours.)

2. Amend Section 1. B. (IV) by striking the current text and replacing it with the following:

> (IV.) Fifteen (15) working days of vacation with full pay after completion of eighteen (18) years of employment, provided the employee has accumulated at least sixty-five (65) days of sick leave in the year the vacation is to be taken.

3. Amend Article VIII B. (V.) reducing the requirement for "one hundred thirty (130)" days of accumulation to "sixty-five (65)" days of accumulation.

4. Amend Article VIII, Section 1., A) (V) and B) (V.) by adding the following after the words "In the event that": "within the current and/or last five calendar years".

5. For the purpose of removing Battalion Chiefs from the bargaining unit's vacation selection process, eliminate Article VIII, Section 4. and replace with the following:

> "Section 4. Subject to Article VIII Section 2 of the Agreement, vacations for Lieutenants, Firefighters, and Firefighter Paramedics shall be determined based on the shift seniority. In the first round, the most senior shift employee shall be permitted to select two, three-day vacation cycles followed by the next senior and so forth until all shift members have selected two, three-day cycles. All employees who have earned additional vacation cycles will be permitted to select these cycles, one three-day cycle at a time, in the established seniority rotation. All shift personnel are allowed to triple up on vacations (three individuals selecting the same three-day cycle) provided, following completion of the vacation and holiday selection (meaning after both selection steps combined, not after each selection step), a minimum of two shift personnel are scheduled off on every work day of a shift throughout the year and further provided that a Lieutenant (Fire or Med) is scheduled for every work day throughout the year. (The Chief at his sole discretion may waive the "minimum of two shift personnel..." requirement in the event of excessive staff vacancies.)"

Article X – Sick Leave

1. Amend Section 1 to reduce the accrual rate by replacing "one (1)" with "one-half (.5)".

2. Amend Section 1 to strike the second sentence and replace it with the following: "A full month of service for the Fire Inspector and for other members who work a 40-hour work week (who shall accrue 8 hours of sick leave for each full month of service) shall refer to a month in which the individual receives pay for at least ten (10) regular work days (or 80 hours in the case of a four (4) day per week employee)."

3. Add a new Section 4. as follows: "Section 4. Except as otherwise required as a continuation of benefits under state and/or federal FMLA rules, at the start of the third calendar month following the date upon which an employee on sick leave reaches the end of the maximum allowable FMLA leave period, such employee continuing on sick leave will not continue to accrue additional sick leave until returning to work. (Example: If FLMA expires April 10, sick leave benefits cease accruing July 1.)"

Article XI – Severance Pay Benefits

Strike Section 1 in its entirety and replace with the following:

"Section 1. Upon separation, except in the case of discharge for cause or when the member has less than 5 years of service, the member shall be entitled to a Severance Pay Benefit generally based upon the employee's amount of unused sick leave (sick leave balance) and upon a maximum benefit as calculated for each employee.

a. Calculation of the Maximum Number of Severance Hours (Cap):

1. Factor Method: The maximum number of hours for which an employee can receive a severance payout is equal to the product of (Y) the number of years of service (a fraction truncated to one decimal) completed prior to January 1, 2011, multiplied by (SBF) the applicable "Severance Benefit Factor" for the employee's total years of service (as set forth in "b" below) multiplied by three-quarters (.75), plus the product of (Z) the employee's number of years of service (a fraction truncated to one decimal) completed since January 1, 2011, multiplied by (SBF) the applicable "Severance Benefit Factor" for the employee's total years of service (as set forth in "b" below).
[Max = (Y x SBF x .75) + (Z x SBF)]

2. Grandfathering Current Maximum: For members hired prior to 8/31/12, the maximum number of hours for which an employee can receive a severance payout is the greater of that number calculated per number 1. above or the following:

Completed full years of service (max 30, no fraction) x 2 x 8 x 1.4

[Note: This formula equals the cap as per the 2010-2012 Agreement providing a cap of two (2) 8-hour days per year of service. The 1.4 factor adjusts for the adjusted hourly wage rate used within the formula at the time.]

3. Forty-Hour-Per-Week Employees: For forty-hour-per-week employees, the maximum number of hours for which an employee can receive a severance payout is the following:

Completed full years of service (max 30, no fraction) x 2 x 8

b. Severance Benefit Factor: The applicable Severance Benefit Factor for an individual is taken from the column/cell to the right of the column/cell that reflects the individual's completed years of service.

Years of Service	Severance Benefit Factor	Years of Service	Severance Benefit Factor	Years of Service	Severance Benefit Factor
5	17.5	14	22.0	23	26.70
6	18.0	15	22.5	24	27.35
7	18.5	16	23.0	25	28.15
8	19.0	17	23.5	26	28.95
9	19.5	18	24.0	27	29.80
10	20.0	19	24.5	28	30.80
11	20.5	20	25.0	29	31.80
12	21.0	21	25.5	30+	33.33
13	21.5	22	26.1		

c. Calculation of Severance Pay Benefit:

1. The Severance Pay Benefit for an individual retiring, as per WRS, is the greater of i) or ii) below, provided the requirements for that section are met:

i) Factor Method:

$$\frac{\text{Number of Hours of Sick Leave at Separation}}{2} \times \text{Hourly Rate in Appendix A (including Ladder Operator Pay)}$$

[Requirement Note: The "Number of Hours of Sick Leave at Separation" to be applied within the formula is capped at twice the "Maximum Number of Severance Hours" as calculated under "Factor Method" above. In other words, an individual with a Maximum Number of Severance Hours calculated at 500 must have 1,000 (or two times) the number of hours of sick leave available on the book to receive the maximum Severance Pay Benefit.]

ii) Grandfathering Current Maximum:

$$\text{Number of Hours of Sick Leave at Separation} \times \text{Hourly Rate in Appendix A (including Ladder Operator Pay)}$$

[Requirement Note: The "Number of Hours of Sick Leave at Separation" to be applied within the formula is capped at the "Maximum Number of Severance Hours" as calculated under "Grandfathering Current Maximum" above.]

2. The Severance Pay Benefit for a Forty-Hour-Per-Week-Employee
Number of Hours of Sick Leave at Separation X Hourly Rate in Appendix A (including Ladder Operator Pay)

[Requirement Note: The "Number of Hours of Sick Leave at Separation" to be applied within the formula is capped at the "Maximum Number of Severance Hours" as calculated under "Forty-Hour-Per-Week-Employees" above]

3.The Severance Pay Benefit for an individual separating with at least 5 full years of service, but not retiring as per WRS, is half of the Severance Pay Benefit calculated in "1. i)" above.

d. Employees Exceeding 30 Years of Service: The total number of years of service that can be applied in the formulas within "a" above is 30 years of service. For individuals that exceed 30 years of service, the employee's actual number of years of service completed since January 1, 2011 is used within the formula in "a. 1. Factor Method," above, and the remaining possible years of service (30 minus years of service since January 1, 2011) is applied as the years of service prior to 2011. (As such, an employee who stays beyond the 30th year is increasing the maximum cap by adding additional fully credited year(s) and dropping pre-2011 year(s) credited at three-quarters.)

Article XIII – Clothing Allowance

1. Replace Section 1 in its entirety with the following:

"Section 1. Each member covered by this Agreement and an employee actively at work on the following referenced dates shall receive a uniform allowance in the amount of Four Hundred Twenty-Five Dollars ($425.00) per year, which allowance shall be paid in two (2) equal installments on May 1st and November 1st of each year. Employees shall not accrue clothing allowance pay for the period of time off work due to duty-incurred or off-duty injury or illness, in the event that they do not return to active duty with the City. If an employee who is off work due to duty-incurred or off-duty injury or illness does return to active duty, such employee, upon return, shall be entitled to the clothing allowance that they would otherwise have been entitled to, but not more than two such bi-annual payments."

2. Amend Article XIII Section 2. Eliminating the last sentence and adding the following to the end of the prior sentence: ", and the City is, hereby, authorized to deduct such reimbursement from any remaining checks or payouts."

Article XIV – Hospital and Surgical Insurance

1. Replace Section 1. in its entirety with the following:

"Section 1. Employee Share of Monthly Health Insurance Premium (Premium Co-Pay). Employees will pay a percentage of the applicable monthly health insurance premium as determined by the Common Council from time-to-time and

as subsequently incorporated into the Employee Handbook, which rate shall be the same as generally applies to non-represented, non-supervisory employees except the following maximums shall apply effective 1/1/13: Family (with HRA) $205, Family (without HRA) $245, Single (with HRA) $92.50, and Single (without HRA) $109.90. Furthermore the maximum rate caps for future years, including those beyond the term of this contract, will increase $15/year for family plans and $10/year for single plans from the prior year's cap (for example "With HRA" caps for 2014 will be $220 and $102.50, etc.) except the "with HRA" rate shall not exceed 15% of the monthly premium and the "without HRA" rate shall not exceed 20% of the monthly premium."

Article XV – Dental Insurance

Replace Section 1. in its entirety with the following:

"Section 1. Dental Insurance shall be made available by the City on a self-funded basis effective August 1, 1989. The City shall pay 100% of the single premium. Employees shall pay the difference between the single and family premium if the family plan is selected.

Article XIX – Funeral Leave

Replace Section 1. in its entirety with the following:

"Section 1. The purpose of funeral leave is to allow an employee time off to handle issues related to the funeral, attend funeral services or ceremonies, or to handle matters related to the resolution of the estate of specified relatives. Funeral leave will be restricted to these types of activities. Upon application, a leave of absence of two (2) days with full pay shall be allowed in the event of the death of a member's spouse, child, father, mother, sister, brother, father-in-law or mother-in-law. If the relative's death occurs on or the news first arrives during a duty day when the employee is already at work, the employee is allowed to leave work; the duty day is considered funeral leave; and the employee is allowed the two (2) additional days applied above. Leave will normally be used the two (2) scheduled work days immediately following the death of the relative. Upon application, one (1) day with full pay shall be allowed in the event of the death of the member's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, step-parent, step-child and step-brother/sister. Upon application, one (1) day with full pay shall be granted in the event of the death of the member's aunt or uncle, if the funeral falls on a scheduled workday and the member attends the funeral or service. Funeral leave for those relatives that allow 1 day off will normally be used within 1week (7 days) of the death. Both parties recognize that these time constraints may not fit all situations and provisions will be made to provide for such leave for services that fall outside the norm.

Article XXVII – Special Duty Pay

Amend this section by deleting the current language in its entirety and replacing it with the following:

"Section 1. Members who are active on a technician level Haz-Mat Team (as defined by NFPA 472) or a technician level Technical Rescue Team (as defined by NFPA 1670c.11; including trench and excavation search and rescue; along with the sub-disciplines of confined space search and rescue, rope rescue, and vehicle and machinery rescue) shall receive a premium pay of $46.00/month. In addition, a premium pay equal to 50% of the above rate will be paid to Car Seat Technicians who maintain their certification and actively perform car seat checks as part of a Department sanctioned inspection program. The determination of membership on these teams shall be at the sole discretion of management, using the current promotion process for appointment to the Teams. Special duty pay does not apply to a general level of competency in a functional or operational are that is generally expected of all members of the department."

Miscellaneous Corrections or Clarifications:

1. Add "employee" after words "Ill or injured" in Article XXIV Section 1. Line 2.
2. Any Reference to Fire Inspector will change to Fire Marshal due to the title change which was enacted earlier this year.
3. Eliminate Appendix "B" and Letters of Understanding attached to the 2010-2012 Agreement.
4. The parties agree that the document was drafted mutually.
5. The final contract shall include a correction of the paragraph/outline structure to create format consistency throughout the document.

Letter of Understanding
Between City of Franklin and the
Franklin Professional Firefighter Association Local 2760 I.A.F.F.

The purpose of this side-letter is to acknowledge that, prior to the end of 2013, the City of Franklin will increase the number of deferred compensation plans to include the Wisconsin Deferred Compensation Program (ETF) and Nationwide, unless 1) the provisions of the plan would restrict the City's participation in the plan in a manner similar to the current plans, 2) the plan has fee or administrative requirements substantially more burdensome than the current plans, or 3) the plan requires termination of any of the City's existing plans.

Letter of Understanding
Between City of Franklin and the
Franklin Professional Firefighter Association Local 2760 I.A.F.F.

In conjunction with the mutually negotiated language whereby Battalion Chiefs no longer select vacations and holidays in the same process with bargaining unit members and in the context of the mutually negotiated terms for a 2013-2015 Agreement, the City and Association agree as follows:

1. A Paramedic (Med) Lieutenant can act as Battalion Chief and can take fire command; however, a Fire Lieutenant assigned to the same shift (red, green, black) shall have priority for such designation.

2. Battalion Chiefs will not pick with Association members for Holidays, Vacations, or fill-ins, except Battalion Chiefs have first choice on filling in for any Battalion Chief vacancy, which will be done in a manner prescribed by the Chief at his/her discretion, and except, prior to an Association member being mandated in, a Battalion Chief may elect to work in place of an Association member during such overtime opportunity.

3. All three Lieutenants on a shift (red, black, green) shall not be off at the same time (i.e. one lieutenant shall be on duty at all times), except at the sole discretion of the Chief or his designee, which application of the sole discretion shall not be interpreted as to create a past practice.

4. Relative to members covered by this agreement, the ratio of straight time Overtime paid out to the total paid overtime must remain at no more than 50.0% (rounded) when viewed over any continuous 6 month (approximate based on payroll dates) period. In the event the ratio exceeds 50.0%, the City can mandate in the least senior, straight-time available individual (including FLSA and vacation and holiday cycle considerations) until the ratio falls back under 50.0%. The City will post the data and ratio following each pay period if the ratio is exceeded. Relative to vacation and holiday considerations, employees will not be mandated on the day before and after a scheduled holiday and the four days leading up to scheduled vacations and the four days after.[Note: This mandate restriction for this circumstance is different than the current mandate policy]

Fire External Cr rables

	Franklin	Brookfield	Cudahy	Greendale	Greenfield	Menomonee Falls	New Berlin	Oak Creek	South Milwaukee	Wauwatosa
Contract Length		2012-2014	2010-2012	2008-2010	2012-2013	2011-2012	2012-2013	2012-2014	2012-2015	2011-2013
Health Insurance		EE pays 10% of premium with HRA, 15% w/o HRA	City pays 95% of the lowest cost State plan.	City pays 100% of the lowest cost State plan minus $30S/$75F.	EE pays 12.6% of premium	As of 12/1/12 EE's will pay 10% of premium.	2012 - EE's pay 10% of premium, 2013 - EE's pay 15% of premium	EE pays 10% with HRA and 15% without HRA.	As of 7/2012 the City pays 88% of the lowest cost State plan.	and 10% w/o HRA. 2013 - EE's pay 10% with HRA and 20% w/o HRA.
Retiree Health		City will pay up to $475/month toward S or F plan. Must have 15 years service (5 if disabled). Must retire after age 50 but doesn't get benefit until age 52.	City pays 100% of lowest cost State plan If hired before 1/1/05; 95% if hired between 1/1/05 and 12/3/09. Must be at least 50 years old; pays 95% of the Milw. County plan if hired after 12/31/09 or the rate paid for active employees (whichever is less), after age 53 with 15 yrs service.	Village pays 75% until retiree/spouse qualify for Medicare. Must be 53 with 25 yrs service, 54 with 10 yrs service or disability retirement.	Retiree pays same amount retired as he paid as an active employee. Must be normal retirement age with 15 yrs seniority. Covered till Medicare eligible.	Retiree can stay on plan until Medicare eligible but retiree pays 100% of premium. Eff. 2009 Village puts in $30 + .4% of FF base pay each year into a PEHP (approx $300/yr)	Retirees under WRS retirement and 15 yrs service receive 1/2 the value of their sick leave hours. Also starting 1/1/2012 they receive .5% of their wages into a PEHP plan.	Retiree pays 10% with HRA and 15% without HRA. Retirees now lose coverage after Medicare eligible. 10 years service required.	City pays 70% of the premium from age 53 to age 60 and pays 95% from age 60 up to age 65.	Retirees hired before 2008 - City pays 95% of premium. Hired after 1/1/08 - City pays 50% of premium. Retiree must be 50+ and has coverage until eligible for Medicare. City also puts $ into a HSA.
WRS Contributions		EE pays 0%.	EE pays 0%.	EE pays 0%	EE's pay the same % as required for general municipal employees.	EE pays 0%.	EE's pay the EE share as required by ETF.	1/1/12 - EE pays 3%; 1/1/13 - EE pays full ee share per WRS	For EES hired before 1/1/12 - effective 7/1/12 the City and EE each pay 50% of the ee portion. 1/1/13 - EE pays 100% of the EE portion.	For EE's hired before 6/30/11, effective 1/1/12 EE's pay 3%. Effective 1/1/13 EE's pay 50% of the general employees required contribution.
Sick Leave Accrual per Month		18 hours	1 day	18 hours	18 hours	12 hours	16 hours	1/2 day	18 hours	18 hours
Sick Leave Max.		1680 hrs (70 days)	150 days	2500 hrs (104 days)	2700 hrs (112 days)	no max	1056 hours (44 days)	130 days	no max	2568 hours (107 days)
Wage Increases		7.5% over 3 years	NS since Act 10	Not Settled	4.5% increase over 2 yr contract	2.5% increase over 2 yr contract	2% increase over 2 yr contract	8% increase over 3 yr contract	6% increase over 3 yr contract. Needs reopener for 2015.	6% increase over 3 yr contract.
2011			1%	NS		1%				0%
1/2012		1.25%	0%	NS	0%	1%	0%	3%	0%	3%
7/2012 {12/1 for MF, 12/31 for NB}		1.25%	0%	NS	0%	0.50%	1%	0%	0%	0%
1/2013 {12/30/12 for W}		1.25%	NS	NS	1.50%	NS	0%	3%	2%	3%
7/2013 {12/31 for NB}		1.25%	NS	NS	1.50%	NS	1%	0%	1%	NS
1/2014 {GF-12/31/13}		1.25%	NS	NS	1.50%	NS	NS	2%	2%	NS
7/2014		1.25%	NS	NS	NS	NS	NS	0%	1%	NS
	12/31/2012	2013	2011	2010	2013	* 12/1/2012	2013	2013	2013	2013
Firefighter	$65,690	$70,427	$62,259	$61,589	$67,402	$67,731	$65,040	$69,720	$62,949	$68,406
Paramedic	$70,717	$73,948			$70,772		$68,463	$73,206	$66,411	$71,826
Lieutenant	$74,285	$78,667	$66,190	$66,335	$74,286		$71,886	$76,689	$67,757	$75,432
Fire Inspector	$67,995	$78,668								

* Menomonee Falls ees work only 12 hour shifts and thus work 2496 hours per year instead of 2912.

Analysis of Severance Benefit Enhancement Proposal

Prepared by DOA
v: 10-2-12

Example: Hired 1/1/2000 and retiring in 1/1/2028 after completing his 28th year:

(11 x 30.8 x .75) + (17 x 30.8) = 777.7

(years pre 2010 x annual factor x ratio) + (years after 2010 x full annual factor) =

Note: If you exceed 30 years, you will earn full credit for years after 2010 and it reduces the reduced-rate earlier years, but the maximum number of years of applicable service is still 30.

Note: Column "K" represents theminimum "Maximum Hours of Severance" at retirement because it is calculated at the age 53 retirement. An individual can continue to increase the Maximum by working beyond age 53. See Columns "N" through "P" for examples. The maximum increases through additional years of service and through increasing the Severance Factor that applies to all years of service.

Earnings Table

Years of Service A	Severance Factor: Hours of Retiree Severance B
5	17.50
6	18.00
7	18.50
8	19.00
9	19.50
10	20.00
11	20.50
12	21.00
13	21.50
14	22.00
15	22.50
16	23.00
17	23.50
18	24.00
19	24.50
20	25.00
21	25.50
22	26.10
23	26.70
24	27.35
25	28.15
26	28.95
27	29.80
28	30.80
29	31.80
30	33.33
31	33.33
32	33.33
33	33.33

Name C	Title D	Hire Date E	Normal Retirement Date (age 53) F	Years of Service at Normal Retirement G	Years Worked 2010 or Before at Normal Retirement H	Years Worked After 2010 at Normal Retirement I	Applicable Severance Factor at Normal Retirement J	Maximum Hours of Severance Payout at Normal Retirement Date K	Current Cap of Severance Policy Adjusted for Hourly Rate L	Additional Potential Hours of Paid Severance at Normal Retirement with Grandfathered Guarantee M	Potential Severance Factor working past Age 53 to 30 Yrs of Service or Age 58, Whichever Comes First N	Maximum Hours of Severance Payout at 30 Yrs of Service or Age 58, Whichever Comes First O	Additional Hours of Severance at 30 Yrs of Service or Age 58 Compared to Current Cap at Same Point and with Grandfathered Guarantee P
Strelka, Joseph P.**	FIRE LT-PARAMEDIC	2/6/1989	8/10/2016	27.5	21.9	5.6	29.80	656.3	604.8	**51.5**	33.33	**817.4**	**145.4**
Hays, Patrick M.	Fire LT-Paramedic	8/1/1989	3/16/2016	26.6	21.4	5.2	28.95	615.2	582.4	**32.8**	33.33	**821.6**	**149.6**
Hensiak, Thomas J.	Firefighter/Paramedic	8/1/1989	3/29/2017	27.6	21.4	6.2	29.80	663.1	604.8	**58.3**	33.33	**821.6**	**149.6**
Langowski, Craig C.	FIRE LT	8/7/1989	8/13/2019	30.0	21.4	8.6	33.33	821.6	672.0	**149.6**	-	**N/A**	-
Piasecki, Andrew	Fire LT-Paramedic	2/27/1990	7/15/2017	27.3	20.8	6.5	29.80	658.6	604.8	**53.8**	33.33	**826.6**	**154.6**
Bellante, Donald D.	Firefighter/Paramedic	7/11/1994	9/26/2012	18.2	16.4	1.7	24.00	336.0	403.2	**0.0**	26.70	**507.6**	**0.0**
Bastien, Richard P.	Super. of Equiptment	7/11/1994	11/14/2013	19.3	16.4	2.8	24.50	370.0	425.6	**0.0**	27.35	**550.0**	**12.4**
Dohr, Russell J.	Firefighter/Paramedic	7/11/1994	9/25/2014	20.2	16.4	3.7	25.00	400.0	448.0	**0.0**	28.15	**591.5**	**31.5**
Braun, Lance	FIRE LT-PARAMEDIC	9/5/1996	3/25/2024	27.5	14.3	13.2	29.80	713.0	604.8	**108.2**	33.33	**880.7**	**208.7**
Michals, Robert J.	Firefighter/Paramedic	1/9/1997	11/24/2024	27.8	13.9	13.8	29.80	721.9	604.8	**117.1**	33.33	**883.2**	**211.2**
Fruncek, Andrew	FIREFIGHTER/EMT	1/20/1997	7/24/2019	22.5	13.9	8.5	26.10	493.9	492.8	**1.1**	29.80	**713.3**	**108.5**
Cech, Kevin E.	Paramedic Lieutenant	1/1/1998	9/2/2027	29.6	12.9	16.6	31.80	835.5	649.6	**185.9**	33.33	**891.6**	**219.6**
Valdez, James M.	Firefigher/EMT	5/31/1998	4/26/2024	25.9	12.5	13.3	28.15	638.3	560.0	**78.3**	33.33	**894.9**	**222.9**
Mussa, Mark J.	Firefighter/Paramedic	1/20/1999	6/6/2014	15.3	11.9	3.4	22.50	277.3	336.0	**0.0**	25.00	**433.1**	**0.0**
Newsom, David W.	Firefighter/Paramedic	1/20/1999	6/20/2016	17.4	11.9	5.4	23.50	336.6	380.8	**0.0**	26.10	**504.6**	**11.8**
Tietyen, Jeremy S.	Firefighter/Paramedic	1/20/1999	8/12/2029	30.5	11.9	18.6	33.33	904.9	672.0	**232.9**	-	**N/A**	-
Young, John T.	Paramedic Lieutenant	3/27/2000	2/29/2020	19.9	10.7	9.1	24.50	419.6	425.6	**0.0**	27.35	**605.4**	**67.8**
Gould, Andy J.	Firefighter/Paramedic	3/27/2000	6/16/2029	29.2	10.7	18.4	31.80	840.3	649.6	**190.7**	33.33	**909.9**	**237.9**
Visauer, Michael	Paramedic Lieutenant	3/27/2000	11/29/2030	30.6	10.7	19.9	33.33	915.7	672.0	**243.7**	-	**N/A**	-
Manke, Robert R.	Firefighter/Paramedic	9/18/2000	7/13/2027	26.8	10.2	16.5	28.95	699.1	582.4	**116.7**	33.33	**914.1**	**242.1**
Schmidt, Edward	Firefighter/Paramedic	4/23/2001	11/8/2023	22.5	9.6	12.8	26.10	522.0	492.8	**29.2**	29.80	**745.4**	**140.6**
Beavers Jr., Roger K.	Firefighter/EMT	4/23/2001	3/26/2025	23.9	9.6	14.2	26.70	571.4	515.2	**56.2**	30.80	**813.5**	**186.3**
Truebenbach, Jason P.	Firefighter/EMT	4/23/2001	8/30/2026	25.3	9.6	15.6	28.15	641.8	560.0	**81.8**	33.33	**919.1**	**247.1**
Day, Marcus	Firefighter/EMT	4/23/2001	3/10/2031	29.8	9.6	20.1	31.80	868.1	649.6	**218.5**	33.33	**919.1**	**247.1**
Carlsen, Richard A.	Firefighter/Paramedic	7/16/2001	10/20/2017	16.2	9.4	6.8	23.00	318.6	358.4	**0.0**	25.50	**480.7**	**10.3**
Guilbert III, Paul	Fire LT-Paramedic	7/16/2001	4/5/2029	27.7	9.4	18.2	29.80	752.5	604.8	**147.7**	33.33	**920.7**	**248.7**
Polaske Jr., Bradley K.	Firefighter/EMT	7/16/2001	11/30/2032	31.3	9.4	21.9	33.33	932.4	672.0	**260.4**	-	**N/A**	-
Schultz, Stephen P.	Firefighter/Paramedic	10/15/2002	3/5/2029	26.3	8.2	18.1	28.95	702.0	582.4	**119.6**	33.33	**931.6**	**259.6**
Rynders, Paul M.	Firefighter/Paramedic	10/15/2002	2/27/2035	32.3	8.2	24.1	33.33	950.7	672.0	**278.7**	-	**N/A**	-
Psicihulis, Anthony	Firefighter/Emt	9/19/2005	1/29/2031	25.3	5.2	20.0	28.15	672.8	560.0	**112.8**	33.33	**955.7**	**283.7**
Ganser, Shawn P.	Firefighter/Paramedic	9/19/2005	2/14/2032	26.4	5.2	21.1	28.95	723.8	582.4	**141.4**	33.33	**955.7**	**283.7**
Rinke, Frederick J.	Firefighter/Paramedic	9/25/2006	10/7/2035	29.0	4.2	24.7	31.80	885.6	649.6	**236.0**	33.33	**964.1**	**292.1**
Foley, Christopher M.	Firefighter/EMT	8/6/2007	2/27/2031	23.5	3.4	20.1	26.70	604.8	515.2	**89.6**	30.80	**851.6**	**224.4**
Nickels, Keith M.	Firefighter/Paramedic	8/6/2007	5/13/2034	26.7	3.4	23.3	28.95	748.4	582.4	**166.0**	33.33	**971.6**	**299.6**
Pallen, Justin M.	Firefighter/Paramedic	9/17/2007	5/11/2035	27.6	3.2	24.3	29.80	795.7	604.8	**190.9**	33.33	**972.4**	**300.4**
Gavinski, Dillon M.	Firefighter/Paramedic	6/2/2010	6/10/2040	30.0	0.5	29.4	33.33	992.4	672.0	**320.4**	-	**N/A**	-
Reszczynski, Justin J.	Firefighter/EMT	3/1/2011	10/6/2038	27.6	0.0	27.6	29.80	822.5	604.8	**217.7**	33.33	**1000.0**	**328.0**
Machajewski, Eric	Firefighter/EMT	5/31/2011	11/6/2037	26.4	0.0	26.4	28.95	764.3	582.4	**181.9**	33.33	**1000.0**	**328.0**
	Example:	1/1/2000	1/1/2028	28.0	11.0	16.9	30.80	774.6	627.2	**147.4**	33.33	**907.4**	**235.4**

Individuals with "0.00" are better off under the current formula which is grandfathered. to ensure nobody loses under the proposed policy.

Individuals with N/A will have already reached 30 years of service at Normal Retirement Age (53). They could, however, continue to add 8.33 hours severance for each additional year they worked (up to the 1,000 hour cap.)

(Footnote: Similar to a rounding error, due to truncation the total years of service may deviate very nominally from the sum of columns H & I.

LABOR AGREEMENT

Between

THE CITY OF FRANKLIN

And

FRANKLIN PROFESSIONAL FIREFIGHTERS

I.A.F.F. Local 2760

2010 - 2012

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CONTRACT

AGREEMENT BETWEEN THE CITY OF FRANKLIN
AND
THE FRANKLIN PROFESSIONAL FIRE FIGHTERS ASSOCIATION LOCAL 2760, I.A.F.F.

PREAMBLE

This agreement is made and entered into at Franklin, Wisconsin, pursuant to the provisions of Section 111.70 and Section 111.77 Wisconsin Statutes, by and between the City of Franklin hereafter referred to as the "City" and the Franklin Professional Fire Fighters Association Local 2760 I.A.F.F., hereafter referred to as "Association".

WITNESSETH: That it is the intent and purpose of this Agreement to provide sound and mutually beneficial working relationships between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning the rates of pay, wages, hours, and other conditions of employment.

ARTICLE I
Recognition

Section 1. The City recognizes the Association, Local 2760 I.A.F.F., as the exclusive bargaining agent for the regular, full-time employees of the Fire Department of the City of Franklin, but specifically excluding those employees determined by the W.E.R.C. as not being in the bargaining unit.

Section 2. The Association shall be the exclusive representative of all employees in the bargaining unit in all conferences, negotiations, and grievances.

Section 3. The Association affirms that it does not assert the right to strike against the City, to assist or participate in any strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

Section 4. Fair Share Agreement. The City shall deduct monthly Union dues or an equivalent amount for Non-Union members from the wages of all employees covered by this Agreement. The Union shall submit in writing with Union Seal what the dues will be and such notification will be signed by the Union officers.

The Union, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, Union and Non-Union, fairly and equally, and all employees in the unit will be required to pay, as provided in this Article, their proportionate share of the costs of representation by the Union. No employee shall be required to join the Union but membership in the Union shall be made available to all employees who apply consistent with the Union Constitution and By-laws. No employee shall be denied Union membership because of race, creed, color, or sex.

The employer agrees that it will deduct from the monthly earnings of all employees in the collective bargaining unit, such amount being the monthly dues certified by the Union as the current dues uniformly required of all members, and pay said amount to the treasurer of the Union on or before the end of the month, following the month in which said deduction was made.

Changes in the amount of dues to be deducted shall be certified by the Union thirty (30) days before the effective date of the change.

As to new employees, such deduction shall be made from the employee's first biweekly paycheck, following thirty (30) calendar days of employment.

The employer will provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union.

ARTICLE II
Management Rights

Section 1. The Association recognizes that, except as specifically limited, abridged or relinquished by the terms and provisions of the Agreement, all rights to manage, direct or supervise the operations of the employer and employees are vested solely in the employer. Such rights, in general, include, but are not limited to, the following:

A. To determine its general business practices and policies and to utilize personnel, methods, and means as it deems needed.

B. To manage and direct the employees of the employer, to make assignments of jobs, to determine the size and composition of the work force and each employee, and to determine the competence and qualifications of the employees.

C. To determine the methods, means, and personnel by which and the location where the operations of the employer are to be conducted.

D. To take whatever action may be necessary in situations of emergency.

E. To hire, promote and transfer and lay off employees and to make assignments and promotions to supervisory positions.

F. To suspend, demote, or discharge employees for just cause. (Disciplinary acts and procedures shall be subject to and governed by Section 62.13 (5) of the Wisconsin Statutes).

G. To establish or alter the number of shifts, hours of work, work schedules, methods or process.

H. To assign and schedule overtime work when required.

I. To create new positions or departments, to introduce new or improved operations or work practices, to terminate or modify existing positions, departments, operations or work practices, and to consolidate existing positions, departments or operations.

ARTICLE III
Negotiations

Section 1. Either party may select for itself a negotiator or negotiators for the purpose of carrying on conferences and negotiations under the provisions of Section 111.70 and Section 111.77 of the Wisconsin Statutes.

Section 2. The Association agrees to submit any proposals relating to changes in wages, hours and conditions of employment to the City no later than September 15th, in the year the contract terminates. The parties agree that any negotiations relating to such proposals shall be commenced no later than September 30th, of said year, and that every effort shall be made to conclude negotiations on those matters which must be included in the Municipal budget before December 1st of said year. The dates set forth in this paragraph may be modified by the mutual consent of the parties.

ARTICLE IV
Association Activity

Section 1. The Association agrees to conduct its business off the job as much as possible, but this shall not prevent Association stewards or designated Association representatives from processing grievances or engaging in routine business such as posting notices, etc., during regular working hours, provided that such activities do not interfere with normal work operations and that such stewards or representatives limit such activities to a reasonable time period after receiving permission from their immediate supervisor outside the bargaining unit in advance of engaging in such activities.

Section 2. Association stewards and designated Association representatives shall have the right to post notices relating to legitimate Association business on bulletin board space supplied by the City, provided that a copy of any such notice is given to the Chief prior to posting.

Section 3. One member of the Association's collective bargaining team may attend bargaining sessions while on duty subject to call.

ARTICLE V
Grievance Procedure

Section 1. A grievance is defined as an alleged violation of a specific provision of this Agreement and Departmental Policies and Procedures, and shall be handled in accordance with the following procedure. In the event a grievance is required to be put in writing, it shall state the specific provision of the Agreement and/or Departmental Policies and Procedures alleged to have been violated.

Section 2. Step One.

(a) If an employee has a grievance, he shall first present the grievance orally to his immediate supervisor, or the department head if such a department head is his immediate supervisor, either alone or accompanied with his Association's representatives. If no formal settlement is reached the grievance shall be reduced to writing and signed by the employee and his Association's representative and presented to the immediate supervisor within five (5) working days from the date the act or condition complained of occurred, or the employee or the Association with reasonable diligence could have known of the act or condition complained of.

(b) The supervisor shall give his answer in writing within three (3) working days from the receipt of the written grievance.

Section 3. Step Two.

(a) If no settlement is reached in Step One, the grievance shall be referred to the Fire Chief or his designee within five (5) days from the time the immediate supervisor was to have submitted his answer, unless such Fire Chief is the immediate supervisor, and the Fire Chief or his designee shall then hold a meeting with the employee and his Association representative within five (5) working days after referral to him to discuss the grievance. The Fire Chief or his designee shall give his written answer within three (3) working days of the meeting, which time may be extended by mutual agreement.

(b) If the Fire Chief is the immediate supervisor, Step Two shall be by-passed and the employee may proceed to Step Three of the grievance procedure.

Section 4. Step Three.

(a) If no settlement is reached in Step Two, then such grievance shall be submitted to the City Council's Personnel Committee, thru the HR Coordinator or the Director of Administration, within ten (10) days from the time the Fire Chief was to have submitted his answer. Said City Council's Personnel Committee shall hear such grievance within 30 days and render a decision within thirty (30) days after such grievance is heard, which time may be extended by mutual agreement. The City Council's Personnel Committee's decision shall be final unless a written request for arbitration is made by the Association within ten (10) calendar days of the receipt of the Committee's decision. The grievance will then be arbitrated by the Wisconsin Employment Relations Commission arbitrator, as provided for in Section 298.01 of the Wisconsin Statutes. The party requesting the arbitration shall file notice of appeal with the Wisconsin Employment Relations Commission.

(b) The arbitrator so appointed shall hold a hearing at a time and place convenient to the parties. The arbitrator shall take such evidence as in his judgment is appropriate for the disposition of the dispute.

(c) Upon completion of this hearing, the arbitrator shall be requested to render a written decision within thirty (30) calendar days after the conclusion of testimony and argument to both the City and the aggrieved employee and/or Union which shall be final and binding upon the parties. In making his decision, the arbitrator shall have no authority to grant wage increases or wage decreases. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. In any arbitration award, no right of management shall in any manner be taken away from the City, nor shall any such right be limited or modified in any respect excepting only to the extent that this Agreement clearly and explicitly expresses an intent and agreement to divest the City of such right.

(d) All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally; however, expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required. Either party requesting a transcript of the hearing shall bear the full cost of same.

(e) The term "working days" shall not include Saturdays, Sundays, or holidays.

ARTICLE VI
Wages and Work Schedules

Section 1. All provisions in this Contract which reference the position of Firefighter/Paramedic shall refer only to Firefighter/Paramedics who have completed their initial paramedic training program. Firefighter/Paramedics who have not yet completed their initial paramedic training program shall be subject to all of the terms and conditions of employment for Firefighters as set forth in the Agreement except rates of pay.

Section 2a. The rates of pay for the various classifications of employees shall be as set forth in Appendix A. The hourly wage rates shown in Appendix A, Wage Schedule, are for payroll purposes only, monthly wage amounts are not subject to change.

Section 2b. Employees meeting the standards approved by the Fire Chief and assigned to ladder truck driver operations by the Fire Chief shall receive a pay incentive of an additional 1% adjustment to base pay. The Fire Chief shall have the management right to limit the number of employees assigned to ladder truck driver operations and shall have the management right to define the required training and certification. Ladder truck operator shall not be considered a promotional position; however, the Chief shall make such assignment as a ladder truck driver to the most senior Firefighter or a Paramedic/Firefighter meeting the required training and certification, unless said individual previously had such designation revoked. Designation, and continued designation, as a ladder truck operator shall be at the discretion of the Fire Chief. (Supervisor of Equipment shall not be eligible for this additional compensation.)

Section 2c. The City will agree to pay Paramedic pay retroactive from the initial date of Paramedic training until the results of the National exam are posted, provided, however, the employee passes the exam. If the employee fails to pass the exam at this first attempt, the employee will not continue to accrue any additional potential amount of retroactive pay. Once the employee successfully passes the exam, retroactive Paramedic pay will be awarded for the initial training period (in an amount equal to the amount paid as if the employee had passed the initial exam). If the employee never successfully passes the exam, retroactive pay will not be awarded. Except for separation due to personal medical reasons, an employee who leaves employment less than 2 years from the date of receipt of the retroactive Paramedic pay will reimburse the City a pro-rated amount, and the City is, hereby, authorized to deduct such reimbursement from any remaining checks or payouts.

Section 3. Hours of Work.

A) The work week for the Fire Inspector will be forty (40) hours per week, Monday through Friday, with Saturday and Sunday off. The work day will be from 8:00 a.m. to 4:00 p.m. with time provided for lunch. Flex time may be granted subject to mutual agreement of the chief and employee.

The Fire Inspector may occasionally be scheduled outside of his normal rotation to meet the needs of the Department. Two (2) weeks notice of any change in starting times will be given by the Employer.

B) The normal work week for Firefighters, Firefighter/Paramedics, and Lieutenants shall consist of an average of fifty-six (56) hours per week. The workday shall be a twenty-four (24) hour period starting at 7:00 a.m.. The work cycle shall be one (1) workday on duty and one (1) workday off duty for six (6) consecutive workdays followed by three (3) consecutive workdays off duty.

The duty day for Firefighters, Firefighter/Paramedics, and Lieutenants shall start at 7:00 a.m. and end at 4:00 p.m. with a one (1) hour lunch break, and 7:00 a.m. to 12:00 noon on Saturday and Sunday. On all Holidays listed in Article VII, excluding the 3 Personal Days, chores will be limited to morning equipment checks, housekeeping chores, and chores determined as necessary for department readiness by the Officer in Charge.

The City shall pay overtime, scheduled days off and otherwise act in accordance with the requirements of the Fair Labor Standards Act.

C) The City shall provide a two week advanced notice to any firefighter, firefighter/paramedic, or lieutenant for whom a shift change is required, except in the case of a mandatory emergency call in.

D) The City will endeavor to provide the Union, by October 31st of each year, with a listing of shift changes scheduled to occur at the start of the next calendar year. The City acknowledges the organizational benefits of meeting such a deadline, and the Union acknowledges that situations may occur that make it impractical or premature to meet such deadline. This subsection shall not constrict or restrain in anyway the City's rights retained in (C) above.

Section 4. Overtime pay. Overtime shall be at time and one-half. Overtime pay shall be based upon a two (2) hour minimum for each call back, up to and including two (2) hours. Thereafter, overtime shall be paid on the basis of ¼-hour increments.

Employees who are required to remain after the close of their shift shall not be entitled to the two (2) hour minimum call back pay. However, overtime, if any, shall be paid on the basis of ¼-hour increments. Employees who are required to report early for their shift are entitled to two (2) hour minimum call back pay, up to and including two (2) hours.

Overtime can be taken as compensatory time off (C.T.O.) or as overtime pay, at the employee's discretion, but in no event shall an employee be permitted to accumulate more than seventy-two (72) hours of compensatory time.

Overtime for Firefighters, Firefighter/Paramedics, and Lieutenants shall be for hours worked in excess of the normal workday or normal work week and will be computed upon a two hundred thirty (230) hours work month.

An employee who is required to be available to testify in court on the employee's off day will be guaranteed a minimum of four (4) hours at the overtime rate. If the employee is required to stay past 4 hours, the employee will be paid for the number of hours worked based on completed 15-minute increments. The employee will report to work at 8:00 a.m. and will be assigned duties that don't interfere with the employee being able to report to court. If an employee is released from court duty in less than 4 hours, the employee can either choose to leave work and forfeit the remainder of the 4 hours of overtime or the employee can elect to work thru the 4 hour period.

Section 5. Mileage will be paid at the IRS mileage reimbursement rate for members who use their personal vehicles for required trainings and other use of personal vehicle for City or Department business. A rate of $1.00 per round trip will be paid for off-duty call backs and station transfers.

Section 6. Employees temporarily assigned to act as a higher ranking officer (including, but not limited to Acting Lieutenant or Acting Battalion Chief) shall be paid a premium of one dollar and fifty cents ($1.50) per hour while filling that assignment.

Section 7. A trade of duty time may be made by any Association member with the approval of an officer with notification to the Shift Commander when possible. Such approval shall not be unreasonably withheld. However, a trade of duty time shall not interfere with the operations of the Department, and the City shall not incur any overtime liability because of such trades. Association members recognize that repayment of trades is an obligation between the members and it shall be the responsibility of the individuals involved in the trade to see that they fulfill such obligation.

Section 8. In the event that a Firefighter/Paramedic wishes to leave the paramedic program he/she may obtain a transfer to the position of Firefighter provided that the employee makes a written request to the Department stating his/her reasons for the transfer; the employee is competent to perform the duties of a Firefighter; a suitable replacement is available from Firefighter ranks and the replacement volunteers to be transferred to the position of Firefighter/Paramedic; and the replacement has successfully completed the paramedic training program.

ARTICLE VII
Holidays

Section 1. The members covered under this agreement will receive the following holidays with pay:

a) New Year's Day
b) Washington's Birthday
c) Memorial Day
d) Independence Day
e) Labor Day
f) Thanksgiving Day
g) The day after Thanksgiving
h) December 24th
i) December 25th
j) The day preceding New Years Day
k) Three (3) Personal Days

Section 2. The Fire Inspector shall receive time off with pay at the rate of eight (8) hours per day for each of the Holidays designated above at a time approved by the Fire Chief, provided, however, that such time off for no more than two (2) holidays may be carried over into the next succeeding calendar year. In the event that the Fire Inspector takes such holiday time off in advance of the actual date of the holiday and terminates prior to such holiday date, the payment for such holiday will be deducted from his final paycheck. In the event the Fire inspector terminates and has not taken time off for a holiday which has occurred prior to his or her termination, he or she shall receive payment for such holiday on his or her final paycheck.

Section 3. Notwithstanding any other provision of the Agreement, holidays must be arranged so as to not interfere with the normal operations of the Department.

Section 4. Subject to Article VII, Section 3 of the Agreement, holidays for Firefighters, Firefighter/Paramedics, and Lieutenants shall be determined based on the employee's shift seniority. The most senior employee on a shift shall have first opportunity to choose a holiday, followed by the next senior employee and so forth until the employees have chosen all holidays. Firefighters, Firefighter/Paramedics, and Lieutenants shall not choose holidays separately. Firefighters, Firefighter/Paramedics, and Lieutenants shall be permitted to double up their scheduled holidays or triple up at the discretion of the Fire Chief.

Section 5. Employees may elect to use one of their three (3) personal days as emergency leave to deal with legitimate personal emergencies. Employees wishing to take such leave must first fully inform the Chief of the reasons why they require such leave. The granting of time off for such purposes shall be subject to the sole discretion of the Chief or other designated officer. However, approval of such leave shall not be unreasonably withheld. The Chief or designated officer may approve leave in any time increment he or she deems appropriate, not to exceed a total period of one (1) personal day.

Section 6. Holidays. Firefighters, Firefighter/Paramedics, and Lieutenants shall receive one work day off with pay for each holiday designated in ARTICLE VII, Section 1 of the Agreement. Holidays shall be taken at a time approved by the Fire Chief. Time off for no more than two (2) holidays may be carried over into the next succeeding calendar year. In the event an employee takes such holiday time off in advance of the actual day of the holiday and terminates prior to such holiday date, the payment for such holiday will be deducted from his final paycheck. In the event an employee terminates his/her employment and has not taken time off for a holiday which

has occurred prior to his termination, he shall receive payment for such holiday on his final paycheck.

ARTICLE VIII
Vacations

Section 1. Vacation Benefits

A. The Fire Inspector covered under the terms of this Agreement shall have vacation benefits as follows:

(I.) Ten (10) working days of vacation with full pay after completion of one (1) year of employment.

(II.) Fifteen (15) working days of vacation with full pay after completion of seven (7) years of employment.

(III.) Twenty (20) working days of vacation with full pay after completion of thirteen (13) years of employment.

(IV.) Twenty-five (25) working days of vacation with full pay after completion of eighteen (18) years of employment, provided the employee has accumulated at least one hundred thirty (130) days of sick leave in the year the vacation is to be taken, and provided further that such five (5) days will be deducted from the sick leave account of the employee.

(V.) In the event that the employee has suffered a major illness or a series of successive major illnesses wherein the employee has used twenty (20) successive days of sick leave, and would have accumulated a sufficient number of sick days to qualify for the vacation benefit set forth above had such major illness not occurred, then those days taken for major illness sick leave shall be counted to arrive at the one hundred thirty (130) day sick leave accumulation required in (IV.) above.

B. Firefighters, Firefighter/Paramedics, and Lieutenants shall be entitled to vacation pay in accordance with the following schedule:

(I.) Six (6) working days of vacation with full pay after completion of one (1) year of employment.

(II.) Nine (9) working days of vacation with full pay after completion of seven (7) years of employment.

(III.) Twelve (12) working days of vacation with full pay after completion of thirteen (13) years of employment-

(IV.) Fifteen (15) working days of vacation with full pay after completion of eighteen (18) years of employment, provided the employee has accumulated at least one hundred thirty (130) days of sick leave in the year the vacation is to be taken, and

provided further that such three (3) days will be deducted from the sick leave account of the employee.

(V.) In the event that the employee has suffered a major illness or a series of successive major illnesses wherein the employee has used twenty (20) successive days of sick leave, and would have accumulated a sufficient number of sick days to qualify for the vacation benefit set forth above had such major illness not occurred, then those days taken for major illness sick leave shall be counted to arrive at the one hundred thirty (130) day sick leave accumulation required in (IV.) above.

Section 2. Notwithstanding any other provision contained in this Article, vacations must be arranged, so as not to interfere with the normal operations of the department.

Section 3. Vacation allowance shall not be accumulated from year to year, except as may be permitted by the Fire Chief under special circumstances, with the knowledge and approval of the Director of Administration.

Section 4. Subject to Article VIII, Section 2, of the Agreement, vacations for Battalion Chiefs, Lieutenants, Firefighters, and Firefighter Paramedics shall be determined based on the shift seniority, except vacation selections for Battalion Chiefs may deviate from this process at the discretion of the Fire Chief but any such deviation shall not eliminate a vacation selection option available to the general union membership. In the first round, the most senior shift employee shall be permitted to select two, three-day vacation cycles followed by the next senior and so forth until all shift members have selected two, three-day cycles. All employees who have earned additional vacation cycles will be permitted to select these cycles, one three-day cycle at a time, in the established seniority rotation. All shift personnel are allowed to triple up on vacations (three individuals selecting the same three-day cycle) provided, following completion of the vacation and holiday selection (meaning after both selection steps combined, not after each selection step), a minimum of two shift personnel are scheduled off on every work day of a shift throughout the year. The Fire Lieutenants and Battalion Chief must pick in a manner that ensures one of these three officers is scheduled to work each day. As an example of the Chief's discretion relative to a Battalion Chief, a Battalion Chief, in the second, third and fourth rounds and with the Chief's approval, may choose to skip his selection and effectively hold that cycle in abeyance to post at a later date as approved by the Fire Chief. (The City acknowledges that use of such discretion may create overtime obligations.)

ARTICLE IX
Longevity

Section 1. Each eligible employee commencing the regular pay period following eligibility shall receive longevity pay in addition to the regular salary based on the following schedule:

Length of Employment	Officers/Fire Inspector	Firefighters
After five 5 years of service	$14.00/month	$13.00/month

After ten 10 years of service	$29.00/month	$27.00/month
After fifteen 15 years of service	$43.00/month	$40.00/month
After twenty 20 years of service	$58.00/month	$53.00/month
After twenty-five 25 years of service	$72.00/month	$67.00/month

ARTICLE X
Sick Leave

Section 1. Sick leave for all employees shall accrue at the rate of one (1) working day for each full month of service to the maximum cumulative total of one hundred eighty (180) days. A full month of service for the Fire Inspector shall refer to a month in which the Fire Inspector receives pay for at least ten (10) regular work days. A full month of service for Firefighters, Firefighter/Paramedics, and Lieutenants shall refer to a month in which they receive pay for at least five (5) regular work days.

Section 2. All unused accumulated sick leave credit is automatically canceled if an employee resigns, is discharged for a cause, or is laid off, except that employees that are laid off for reasons not discreditable to them will retain their unused accumulated sick leave provided they are re-appointed within one (1) year from the date of layoff.

Section 3. Any holiday, regular off-duty day, or vacation day falling during a member of the Department's absence due to a condition for which sick leave credit would be granted shall not be considered a chargeable day of sick leave.

ARTICLE XI
Severance Pay Benefits

Section 1. Upon retirement an employee shall be entitled to a minimum of thirty (30) days of severance pay. Severance pay shall be accumulated at the rate of two (2) days for each year of service, with the limitation that no additional severance pay over and above the minimum severance pay of thirty (30) days shall be paid unless the employee has accumulated sick leave corresponding to the severance pay he would be eligible for, to a maximum of sixty (60) days. Severance pay shall be based upon the rate of pay the employee is earning at the time of retirement.

Upon retirement the employee may apply the severance pay for payment of health insurance premiums by leaving the entire amount due with the City from which the City shall deduct monthly an amount equal to the employees portion of the then current health insurance premium until the funds are exhausted.

Section 2. In the case of the death of an employee, that vacation which said employee has earned up to his anniversary date, and holidays not taken, as in accordance with the existing Agreement, shall be paid to the beneficiaries or estate.

ARTICLE XII
Malpractice Insurance

Section 1. The City shall provide malpractice insurance for all Firefighters, Firefighter/Paramedics, and Lieutenants.

ARTICLE XIII
Clothing Allowance

Section 1. Each member covered by this Agreement shall receive a uniform allowance in the amount of Four Hundred Twenty-Five Dollars ($425.00) per year, which allowance shall be paid in two (2) equal installments on May 1st and November 1st of each year by expense voucher check.

Section 2. All new hired employees shall receive the full uniform allowance at their first pay period, and shall not be eligible to receive any further clothing allowance during that calendar year. If an employee terminates their employment with the City within the first 6 months of employment, the employee shall be required to pay back half (50%) of the uniform allowance. The employee may decide to have this amount deducted from their final paycheck.

ARTICLE XIV
Hospital and Surgical Insurance

Section 1. The coverage and benefits are summarized as set forth in Appendix B, which is adopted by the parties and fully incorporated into this agreement. Each employee will be provided a booklet with a more detailed description of the plan member's Medical, Prescription Drug and Dental Plans and claims procedures.

The City shall have the right to designate the insurance carrier, except that the coverage and level of benefits shall be equivalent to or better than the coverage that exists under the hospital and surgical plan which shall go into effect pursuant to the terms of this contract. In the event that the City changes insurance carriers or underwriters, any increase in premium payments necessary to obtain the same or better coverage for employees with the new carrier shall be fully paid by the City.

Section 2. Any employee who retires from employment with the City under a regular pension at statutory normal retirement age and who has attained twenty (20) years of full time service with the City or retires under a disability pension shall be eligible for enrollment in the City's conventional hospital and surgical insurance program. The City shall pay seventy-five percent (75%) of the premium amount in effect on the date the employee retires, whatever that figure may be, and will continue to pay that amount toward the employee's health insurance coverage so long as the employee is retired and until the retired employee qualifies for Medicare. Coverage shall not be extended to the retiree while he is covered by another health plan of equal or better benefit at no additional cost to the employee. Coverage shall terminate in the event of the retiree's death.

ARTICLE XV
Dental Insurance

Section 1. Dental Insurance shall be made available by the City on a self-funded basis effective August 1, 1989. The City shall pay 100% of the single premium. Employees shall pay the difference between the single and family premium if the family plan is selected.

The plan shall have a maximum yearly payment of $1,000.00 per insured. The deductive amount shall be $25.00 per insured per year except for "Diagnostic and Preventative" care, which shall have coverage as follows:

Procedure	Coverage
Diagnostic Dental x-rays Oral Examinations	**100%**
Preventative Application of Fluoride Cleaning of teeth and space maintainers Dental sealants on permanent molars for dependents under age 18	**100%**
Ancillary General anesthetics and injection of antibiotics Emergency treatment of pain and emergency denture repair	**75%**
Restorations Amalgam, silicate, acrylic, synthetic porcelain and composite fillings (see below for precious metals)	**75%**
Endodontics Root canal treatment	**75%**
Periodontics Treatment of diseases of the gum and tissues of the mouth	**75%**
Restorations Precious metal cast restorations	**50%**
Prosthodontics Bridges and dentures	**50%**

ARTICLE XVI
Life Insurance

Section 1. The City shall pay the full premium of the Life Insurance Plan currently in effect for each member, and shall retain the right to designate the insurance carrier.

ARTICLE XVII
Wisconsin Retirement Fund

Section 1. For all employees covered by this Agreement, the City shall pay the employee's share and its share of the premiums for said pension plan on the basis of the employee's gross earnings for the entire year, per Wisconsin Retirement System Guidelines.

ARTICLE XVIII
Worker's Compensation

Section 1. All employees covered by this Agreement who are eligible for Worker's Compensation benefits for temporary-total or temporary-partial disability because of their employment with the City, shall be paid full wages in lieu of weekly Worker's Compensation benefits for a period of up to thirty (30) weeks from the date of illness or injury. In no event will such supplemental pay and Worker's Compensation benefit exceed, in aggregate, the employee's normal net "take home" pay. As indicated, this does not impact benefits for permanent disability.

Section 2. Any Worker's Compensation payments received by said member shall be paid over to the City. When the City shall have made any such payment and the employee makes claim for damages other than disability insurance carried by an employee at his own expense against any third party and/or such third party's insurer, the City shall be entitled to receive from any damage recovery by such employee, reimbursement for wages paid in the same proportion as prescribed by Section 102.29 of the Wisconsin Statutes governing Worker's Compensation.

ARTICLE XIX
Funeral Leave

Section 1. The purpose of funeral leave is to allow an employee time off to handle issues related to the funeral, attend funeral services or ceremonies, or to handle matters related to the resolution of the estate of specified relatives. Funeral leave will be restricted to these types of activities. Upon application, a leave of absence of three (3) days with full pay shall be allowed in the event of the death of a member's spouse, child, father, mother, sister, brother, father-in-law or mother-in-law. Leave will normally be used the 3 scheduled work days immediately following the death of the relative. One (1) day with full pay shall be allowed in the event of the death of the member's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, step-parent, step-child and step-brother/sister. One (1) day with full pay shall be granted in the event of the death of the member's aunt or uncle if the funeral is held outside of Milwaukee County, and one-half (1/2) day with full pay shall be granted if said funeral is held in Milwaukee County. Funeral leave for those relatives that allow 1 day or ½ day off will normally be used within 1 week (7 days) of the death. Both parties recognize that these time constraints may not fit all situations and provisions will be made to provide for such leave for services that fall outside the norm.

Section 2. All applications for funeral leave shall be in writing and accompanied by a copy of the obituary for the deceased. The leave request shall be submitted to the Fire Chief, or another officer in the Chief's absence, at the time of request for such leave. The funeral leave is not to be

deducted from sick leave. If a funeral occurs during a scheduled vacation or holiday, funeral leave can be substituted for the vacation or holiday leave.

ARTICLE XX
Military Leave

Section 1. Each member of the Association who is required to take a period of training with an organized unit of the Reserve Corps of the United States Army, Navy, Air Force, Marine Corps, Coast Guard, or the National Guard, and who is ordered to active duty, shall be granted a leave of absence for a period not in excess of 112 hours annually upon submission to the Fire Chief of evidence of receipt of authentic orders.

Section 2. Any member of the Association who has completed one (1) year of continuous service with the City shall be compensated for the difference between their base service pay and their base departmental compensation for a period equivalent to the approved military leave, but not to exceed 112 hours per year, if the base service compensation is less than the base City compensation.

ARTICLE XXI
College Educational Incentive Program

Section 1. Employees who have completed 2 years of full time service with the City shall be eligible for the following education reimbursement:

(a) Five (5) members per year may be reimbursed for tuition for college classes up to a maximum of $1000 each. To be eligible for this reimbursement, the following conditions must be met:

(1) Tuition reimbursement is subject to approval by the Fire Chief.

(2) Tuition reimbursement will be paid after proof of completion of the course and grade, such as a transcript, are submitted to the Chief. An employee will be reimbursed up to $1000 if he attains an A, up to $750 for a B, and up to $500 for a C.

(3) An employee who receives tuition reimbursement from the City agrees to continue his/her employment with the City for 2 years following the date of the education reimbursement. An employee who leaves employment less than 2 years from the date of reimbursement shall reimburse the City for all such tuition reimbursement received during the previous 2 years, and the City is, hereby, authorized to deduct such reimbursement from any remaining checks or payouts.

(4) The City shall not be responsible for the cost of any books, supplies, or other items and services. The City shall be responsible for tuition only to the extent set forth in this Section (a) above.

(b) Employees who receive State Certification for recognized State Certification courses shall receive $3.00 per month for each level of State Certification, including but not limited to the following: M.P.O., Instructor, Officer, Fire Inspection, Car Seat Technician, SCBA Technician, Aerial, and EMT Instructor.

Section 2. Payment shall be made within thirty (30) days following the close of each calendar year.

ARTICLE XXII
Voluntary Benefit Provisions

Section 1. AFLAC. Employees shall have the option of purchasing short-term disability insurance, personal accident insurance, personal hospital intensive care insurance, and/or cancer protection insurance from AFLAC. Employee participation in this 100% employee paid benefit requires that premiums be paid through payroll deduction.

Section 2. Liberty Mutual (Auto and Home Insurance). Employees have the option of purchasing auto and home insurance from Liberty Mutual under their Group Savings Plan.

ARTICLE XXIII
Direct Deposit

Section 1. All employees will be required to sign up for Direct Deposit of payroll checks. The City agrees to pay for the cost of any fees imposed as a result of the City's error.

Section 2. The City agrees to provide electronic transfer of employee deferred compensation contributions to City approved deferred compensation plans.

ARTICLE XXIV
Donation of Vacation Time

Section 1. Employees may donate vacation time to another employee in the event of illness or injury if the ill or injured does not have sick, compensatory, or vacation time left in his/her account. An employee may donate a maximum of 25% of such donor employee's current accumulated vacation time during the subsequent two (2) year period. There shall be an aggregate limit to such transfer of vacation time by all other employees to any one employee of two hundred (200) hours in a two (2) year period. All such requests for transfer of vacation time under this Section shall be in writing and approved by the Director of Administration. This donation of time is also subject to discretion of the employee's Department Head and based on workload and staffing of the Department.

ARTICLE XXV
Promotions

Section 1. Promotions shall be affected in accordance with Section 62.13 Wis. Stats. The City shall post promotional opportunities on a bulletin board where bargaining unit employees are working for a period of fifteen (15) calendar days.

Section 2. An employee selected for promotion shall be given a trial period which shall be set by the Fire Chief but shall not be less than thirty (30) days. The trial period shall not include any initial period designated for employee training. If during the trial period the employee is found not to be qualified or does not wish to continue employment in the position to which he/she is promoted, the City shall return the employee to his/her former position.

ARTICLE XXVI
Consolidation

Section 1. Should the City decide to consolidate its Fire Department with another municipality(ies), the City will honor the existing contract for wages and benefits until a new service provider is in place. Once the decision to consolidate is made, the City will agree to have the Union represented in the consolidation process and will be open to their concerns.

ARTICLE XXVII
Special Duty Pay

Section 1. Members who are active on the Haz-Mat Team, Confined Space Team, and/or Trench Rescue Team shall receive a premium pay of Forty-two Dollars ($42.00) per month for each assignment. This premium pay will increase to $44.00/month effective 1/1/2011 and to $46.00/month effective 1/1/2012. In addition, a premium pay equal to 50% of the above rates will be paid to Car Seat Technicians. The determination of membership on these Teams shall be at the sole discretion of management, using the current promotion process for appointment to the Teams.

ARTICLE XXVIII
Long Term Disability

Section 1. A Long Term Disability Insurance Policy will cover all members of this agreement. The members will pay all costs of this voluntary program. The City will provide for a payroll deduction, and forward the premium payments to the agreed upon insurance company.

ARTICLE XXIX
Duration of Agreement

Section 1. This Agreement shall become effective January 1, 2010 and shall continue in full force and effect until December 31, 2012. The terms and conditions of this Agreement shall continue to apply until superseded by another Agreement.

Section 2. The terms of this Agreement shall not be changed or altered by any subsequent Ordinance, Resolution, Executive Order, or Legislative Act of any kind during the duration of this Agreement unless both parties to this Agreement agree to such change or alteration. In the event of an impasse, each party reserves the right to seek agreement through mediation/arbitration.

Section 3. If any part or all parts of this Agreement are invalid, it shall not invalidate the entire Agreement.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals this 17 day of September, 2010 at Franklin, Wisconsin.

Mayor, Thomas M. Taylor

Director of Clerk Services, Sandra Wesolowski

Director of Administration, Mark Luberda

CITY OF FRANKLIN
SEAL
MILWAUKEE COUNTY, WI

President, John Young

Vice-President, Paul Guilbert III

Treasurer, Robert Manke

Secretary, Paul Rynders

Bargaining Member, Greg Muth

Bargaining Member, Brad Polaske

APPENDIX A

The following are the rates of pay for the various classifications of employees:

1/1/2010 - 0% increase

	Firefighters		Fire Inspector		Paramedic/ Firefighter		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
	Based on 2,912 hours		Based on 2,080 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6 months	$14.92	$3,620.59	$23.19	$4,019.60	$15.64	$3,795.31	$16.42	$3,984.59	$16.75	$4,064.59
Step 2 7-12 months	$15.43	$3,744.35	$24.56	$4,257.07	$16.18	$3,926.35	$16.97	$4,118.05	$17.30	$4,198.05
Step 3 13-24 months	$17.97	$4,360.72	$25.95	$4,498.00	$18.85	$4,574.27	$19.80	$4,804.80	$20.13	$4,884.80
Step 4 25-36 months	$18.59	$4,511.17	$27.32	$4,735.47	$19.49	$4,729.57	$20.48	$4,969.81	$20.81	$5,049.81
Step 5 37-48 months	$19.21	$4,661.63	$28.68	$4,971.20	$20.16	$4,892.16	$21.17	$5,137.25	$21.50	$5,217.25
Step 6 48+ months	$21.17	$5,137.25	$30.08	$5,213.87	$22.79	$5,530.37	$23.94	$5,809.44	$24.27	$5,889.44

*This position reflects a flat $80/month increase above the Lieutenant position.

7/1/2010 - 1% increase (1.5% for Fire Inspector)

	Firefighters		Fire Inspector		Paramedic/ Firefighter		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
	Based on 2,912 hours		Based on 2,080 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6 months	$15.07	$3,656.79	$23.54	$4,079.89	$15.80	$3,833.26	$16.58	$4,024.43	$16.91	$4,104.43
Step 2 7-12 months	$15.58	$3,781.79	$24.93	$4,320.92	$16.34	$3,965.61	$17.14	$4,159.23	$17.47	$4,239.23
Step 3 13-24 months	$18.15	$4,404.33	$26.34	$4,565.47	$19.04	$4,620.01	$20.00	$4,852.85	$20.33	$4,932.85
Step 4 25-36 months	$18.78	$4,556.29	$27.73	$4,806.50	$19.68	$4,776.87	$20.68	$5,019.51	$21.01	$5,099.51
Step 5 37-48 months	$19.40	$4,708.24	$29.11	$5,045.77	$20.36	$4,941.08	$21.38	$5,188.63	$21.71	$5,268.63
Step 6 48+ months	$21.38	$5,188.63	$30.53	$5,292.07	$23.02	$5,585.68	$24.18	$5,867.53	$24.51	$5,947.53

*This position reflects a flat $80/month increase above the Lieutenant position.

1/1/2011 - 1% increase (1.5% for Fire Inspector)

	Firefighters		Fire Inspector		Paramedic/ Firefighter		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
	Based on 2,912 hours		Based on 2,080 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6 months	$15.22	$3,693.36	$23.89	$4,141.09	$15.95	$3,871.59	$16.75	$4,064.67	$17.08	$4,144.67
Step 2 7-12 months	$15.74	$3,819.61	$25.30	$4,385.73	$16.51	$4,005.27	$17.31	$4,200.82	$17.64	$4,280.82
Step 3 13-24 months	$18.33	$4,448.37	$26.73	$4,633.95	$19.23	$4,666.21	$20.20	$4,901.38	$20.53	$4,981.38
Step 4 25-36 months	$18.96	$4,601.85	$28.15	$4,878.60	$19.88	$4,824.64	$20.89	$5,069.71	$21.22	$5,149.71
Step 5 37-48 months	$19.60	$4,755.32	$29.55	$5,121.46	$20.57	$4,990.49	$21.60	$5,240.52	$21.93	$5,320.52
Step 6 48+ months	$21.60	$5,240.52	$30.99	$5,371.45	$23.25	$5,641.54	$24.42	$5,926.21	$24.75	$6,006.21

*This position reflects a flat $80/month increase above the Lieutenant position.

7/1/2011 - 1% increase

	Firefighters		Fire Inspector		Paramedic/ Firefighter		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
	Based on 2,912 hours		Based on 2,080 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6 months	$15.37	$3,730.29	$24.13	$4,182.50	$16.11	$3,910.31	$16.92	$4,105.32	$17.25	$4,185.32
Step 2 7-12 months	$15.90	$3,857.81	$25.56	$4,429.59	$16.67	$4,045.32	$17.48	$4,242.83	$17.81	$4,322.83
Step 3 13-24 months	$18.51	$4,492.85	$27.00	$4,680.29	$19.42	$4,712.87	$20.40	$4,950.39	$20.73	$5,030.39
Step 4 25-36 months	$19.15	$4,647.87	$28.43	$4,927.39	$20.08	$4,872.89	$21.10	$5,120.41	$21.43	$5,200.41
Step 5 37-48 months	$19.79	$4,802.87	$29.84	$5,172.67	$20.77	$5,040.39	$21.81	$5,292.93	$22.14	$5,372.93
Step 6 48+ months	$21.81	$5,292.93	$31.30	$5,425.16	$23.48	$5,697.96	$24.67	$5,985.47	$25.00	$6,065.47

*This position reflects a flat $80/month increase above the Lieutenant position.

7/1/2012 - 2.4% increase (2.9% for Fire Inspector)

	Firefighters		Fire Inspector		Paramedic/ Firefighter		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
	Based on 2,912 hours		Based on 2,080 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6 months	$15.74	$3,819.82	$24.83	$4,303.79	$16.50	$4,004.16	$17.32	$4,203.85	$17.65	$4,283.85
Step 2 7-12 months	$16.28	$3,950.40	$26.30	$4,558.05	$17.07	$4,142.41	$17.90	$4,344.66	$18.23	$4,424.66
Step 3 13-24 months	$18.96	$4,600.68	$27.78	$4,816.02	$19.89	$4,825.98	$20.89	$5,069.20	$21.22	$5,149.20
Step 4 25-36 months	$19.61	$4,759.42	$29.25	$5,070.28	$20.56	$4,989.84	$21.61	$5,243.30	$21.94	$5,323.30
Step 5 37-48 months	$20.27	$4,918.14	$30.71	$5,322.68	$21.27	$5,161.36	$22.34	$5,419.96	$22.66	$5,499.96
Step 6 48+ months	$22.34	$5,419.96	$32.21	$5,582.49	$24.04	$5,834.71	$25.26	$6,129.12	$25.59	$6,209.12

*This position reflects a flat $80/month increase above the Lieutenant position.

12/31/2012 - 1% increase (1.5% for Fire Inspector)

	Firefighters		Fire Inspector		Paramedic/ Firefighter		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
	Based on 2,912 hours		Based on 2,080 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6 months	$15.90	$3,858.02	$25.20	$4,368.35	$16.67	$4,044.20	$17.50	$4,245.89	$17.83	$4,325.89
Step 2 7-12 months	$16.44	$3,989.90	$26.69	$4,626.42	$17.24	$4,183.83	$18.08	$4,388.11	$18.41	$4,468.11
Step 3 13-24 months	$19.15	$4,646.69	$28.20	$4,888.26	$20.09	$4,874.24	$21.10	$5,119.89	$21.43	$5,199.89
Step 4 25-36 months	$19.81	$4,807.01	$29.69	$5,146.33	$20.77	$5,039.74	$21.82	$5,295.73	$22.15	$5,375.73
Step 5 37-48 months	$20.47	$4,967.32	$31.17	$5,402.52	$21.48	$5,212.97	$22.56	$5,474.16	$22.89	$5,554.16
Step 6 48+ months	$22.56	$5,474.16	$32.69	$5,666.23	$24.28	$5,893.06	$25.51	$6,190.41	$25.84	$6,270.41

*This position reflects a flat $80/month increase above the Lieutenant position.

APPENDIX "B"

HEALTH BENEFIT SCHEDULE

The following changes to the benefit level for the City's self-funded Insurance Plan shall take effect June 1st, 2010. The Plan will be a PPO Plan.

$10.00 Co-pay to be paid by employees for all generic formulary prescriptions.
$25.00 Co-pay to be paid by employees for all brand name formulary prescriptions.
$40.00 Co-pay to be paid by employees for all non-formulary prescriptions not specifically excluded by the medical and/or prescription drug plans
The Plan includes a "mandatory generic prescription substitution" provision when a generic prescription is available.

BENEFIT	PPO	NON PPO
Deductible: Single	None	$200
Family	None	$600
CO insurance	90/10	70/30
Out of Pocket	$400/$1200	$1600/$4800
Life Time Max	$1 million	$1 million
Office Visits	90/10	70/30
Diagnostic Lab/Xray	90/10	70/30
Hospitalization	90/10	70/30
Maternity	90/10	70/30
Well Baby	100% first year	70/30
HRA (EE & Spouse)[1]	100% (City sponsored provider)	Not Covered
Routine Exams	$500/Yr./Each Family Member	Not Covered
Emergency[2]	90/10	70/30
Urgent Care[2]	90/10	70/30
Ambulance	90/10	90/10
Vision Exam	100% up to $25	100% up to $25

Premium Co-Pay:	Eff. 1/1/2010	Eff. 1/1/2011	Eff. 1/1/2012
Single (with HRA)	$60	8%.(max $77)	8.5%.(max $86)
Single (without HRA)	$60	11%.(max $92.40)	12%.(max $103.40)
Family (with HRA)	$135	8%.(max $175)	8.5%.(max $195)
Family (without HRA)	$135	11%.(max $210)	12%.(max $235)

Rates will be adjusted each January 1st thereafter to reflect the current premium at that time. Rate caps for future years will increase $10/year for family plans and $6.50/year for single plans from the prior year's cap (for example "With HRA" caps for 2013 will be $92.50 and $205, etc.).

[1] Employee and Spouse must both participate in the HRA to receive the discounted premium cost sharing, unless the Plan Administrator, by his sole opinion, decides there is a significant, substantiated and valid reason(s) for waiving the HRA requirement. If an employee or their spouse fails to complete the HRA within the period provided the employee will be charged the non-participating premium share effective 1/1/2011.

[2] Emergency Room and Urgent Care Facility visits are covered in accordance with the Plan after employee or family member payment of a $100 ER Co-pay and a $50 Urgent Care fee. The fee will be waived if the patient is admitted to a hospital.

Letter of Understanding
Between
City of Franklin Employees, Franklin Professional Firefighters, I.A.F.F. Local 2760
Pertaining to Participation on an Employee Committee on Wellness
Incorporated as an Attachment to the 2010-2012 Contract Settlement

The purpose of this Letter of Understanding is to provide clarification as to what, generally, is to be expected relative to a commitment by the union to participate in an employee committee on wellness.

The 2010-2012 labor agreement includes two components of a wellness program that remain to be fully developed. The first component is the improved diagnostic and preventive medicine changes, including the addition of a Health Risk Assessment, that have been incorporated into the health plan benefits. The second component involves establishment of and participation in an employee committee on wellness.

It is expected that an employee committee on wellness will involve one or two members of each union and representatives of non-represented employees. Staff from the Health Department and Human Resources will serve as members, information resources, and advisors. Organizational meetings of the employee committee will generally occur on work time, but it is possible that the Committee may host or sponsor a voluntary event or activity outside of work hours (such as an employee 3K run, etc.).

The purpose of the committee will be to evaluate and propose activities and programs that will promote the wellness of employees. These activities often fall into the categories of health and healthy-lifestyle education (such as seminars / brown-bag workshops, stop-smoking clinics, health fairs, providing self-care manuals, nutritional information or posters, etc) and health activities or events (such as Big Loser contests, mentoring programs, walking clubs, Get-Fit campaigns, vending machine management, etc.). Each of these categories has hundreds of potential ideas. Similarly, the committee can evaluate different programs (such as point systems or participation awards) that will promote participation. At times the committee may get involved in organizing and implementing ideas, plans, or activities.

Costs associated with the programs and activities will be funded by the City out of the Group Health Fund to the extent authorized by the Common Council. As such, the level of activities and options may vary from year to year. Such funding does not preclude consideration of an individual program that might have some sort of registration or participation fee paid for by the employee.

An overall goal of the committee will be to develop ideas that will achieve voluntary participation by all employees. As such, it is presumed that a committee of employees, representing all employees, will do a better job of identifying appropriate and effective programs than if all programs were developed by Human Resources. In short, the union is committing to have one or two members actively participate in the committee described above. It is expected that member selection would be made mutually with significant consideration given to the selection/recommendation of the Union and/or Union membership.

Letter of Understanding
Between
City of Franklin Employees, Franklin Professional Firefighters, I.A.F.F. Local 2760
Pertaining to Health Risk Assessments.

The purpose of this Letter of Understanding is to provide clarification as to what is to be provided in a Health Risk Assessment (hereinafter "HRA") and detail some of the expectations of an HRA program.

The primary goal of a HRA is to provide regular health screenings for employees and spouses that will provide them with valuable information to help identify if the individual participant is developing or suffering from an illness and to help identify trends over time that may indicate health issues or health risks. By providing such information, the further intent is to engage the participant in their own health care and to engage the participant with their personal physician.

The City will determine what company will provide or perform the HRA. The City acknowledges that receipt of consistent information and the ability to be presented with health trends over time potentially creates a benefit to the participant and to the program. The City, therefore, anticipates it will retain the same provider for multi-year periods.

An HRA will include the following program components, evaluations, tests, or test series annually:

Standard or comprehensive blood chemistry panel, requiring fasting. This test series typically includes tests such as the following:

- **Glucose, fasting:** This test directly measures glucose levels and is commonly used in the evaluation of diabetes.
- **Uric acid:** This test is used in the evaluation of gout or recurrent urinary calculi.
- **Creatinine:** This is a renal function test used to estimate glomerular filtration rate, and follow progression of renal disease.
- **BUN and/or BUN/Creatinine ratio:** This test is used to measure liver function and indirectly to assess renal function and glomerular filtration rate. This ratio is used to diagnose impaired renal function. With creatinine, BUN is used to monitor individuals on dialysis.
- **Sodium:** This routine test is used to evaluate and monitor fluid and electrolyte balance and therapy.
- **Potassium:** This routine test is used to evaluate and monitor electrolyte balance and is especially important for cardiac individuals.
- **Chloride:** This test by itself does not provide adequate information. However, as part of a multiphasic testing for electrolytes it can give an indication of acid-base balance and hydrational status.
- **Calcium:** This test is used to evaluate parathyroid function and calcium metabolism.
- **Phosphorus:** This test is used to measure serum phosphorus. An imbalance could indicate the possibility of any number of conditions.
- **Protein/Albumin/Globulin:** This test is used to assist in the detection of many diseases that affect blood proteins as a whole or one single fraction of protein.
- **Albumin/Globulin Ratio:** This test is used to evaluate renal disease and other chronic disease.
- **Bilirubin:** This test is used to evaluate liver function
- **Alkaline Phosphatase:** This test is used to detect and monitor liver and/or bone disease.
- **LDH (Lactic dehydrogenase):** This test measures the intracellular enzyme LDH which, when present in the blood, can support the detection of injury or disease.
- **AST (SGOT):** This test is used to evaluate the possibility of coronary occlusive heart disease or liver disease.

- **ALT (SGPT):** This test is used to identify liver disease and to distinguish between the liver and red blood cell hemolysis as the source of jaundice.
- **Iron:** This test is used to evaluate many disease including iron deficiency anemia and hemochromatosis.
- **Cholesterol:** This test is used to determine the risk of coronary heart disease (CHD) and hyperlipidemias.
- **Triglycerides:** This test is used to identify the risk of developing coronary heart disease or if fat metabolism disorders are suspected.
- **HDL Cholesterol:** This test measures alpha lipoprotein and is used to predict heart disease.
- **LDL Cholesterol:** This test measures beta lipoproteins and is used to predict heart disease.
- **Total Cholesterol/HDL Ratio:** This test is used to determine the risk for coronary heart disease.
- **Carbon Dioxide:**

Complete blood count (CBC) or hemogram and platelet count. This test series typically includes the following:

- **Red blood cell count**
- **Hemoglobin**
- **Hematocrit**
- **Red blood cell indices**
- **Mean corpuscular hemoglobin**
- **Mean corpuscular hemoglobin concentration**
- **Red blood cell distribution**
- **White blood cell count**
- **Differential count**
- **Platelet count**

Blood pressure
Medical history and lifestyle or behavioral questionnaire

The HRA will provide or will provide access to supplemental health education information tailored to the results of your screening. The purpose of this information is the same as noted above for the HRA in general.

The HRA will likely involve some form of goal-setting program to help participants achieve improved health and to encourage development of healthy habits. Individual goal-setting results will be reported directly to the participant and will NOT be provided directly to the City, except in a highly aggregated manner that does not enable the City determine the individual results for any individual participant.

The HRA will provide individual test results and individualized reports directly to the participant. Such information may only be provided directly to the participant's physician with the participant's approval and only as may be allowable under state and federal regulations. Such information will NOT be provided directly to the City, except in a highly aggregated manner that does not enable the City to determine the individual results for any individual participant.

The opportunity to participate in the HRA will be provided at work on work time. In order to coordinate all employees and work crews, appointment times may be scheduled in conjunction with breaks or lunch periods, but each employee will still receive the same total amount of break time. Additionally, off-site locations will be available to address employees and spouses who were not at work or available at any of the scheduled periods.

The City will pay the cost of the HRA. The cost does not have a deductible and is not applied against the "Routine Exam" benefit. The City intends to administer the program through its current Third Party Administrator (TPA) to

ensure a coordination of benefits, but the ability to do so may be limited by the choice of provider. The HRA or HRA program does not cover such tests or similar tests if performed by the participant's own physician.

The HRA does not include an illegal-drug screening component.

The HRA is to be provided "annually." It is recognized, however, that scheduling employees, spouses and providers; preparing and distributing results; and establishing a long-term HRA schedule may lead to timing issues such that the period of time between HRA's may vary, for example from as little as 9-10 months to as much as 14-15 months.

The level of HRA benefits shall be substantially equivalent to those set forth above. If, at some point in the future, the City no longer offers the HRA or the Interactive Health Solutions Health Risk Assessment is no longer available to the extent discussed above, the City shall compensate for differences between any new plan(s) and the existing plan thru offsetting contributions to a health savings account, flexible spending account, or other such similar mechanisms. If the City no longer offers an HRA all bargaining unit members shall be subject to the "With HRA" premium rates.

Letter of Understanding
Between
City of Franklin Employees, Franklin Professional Firefighters, I.A.F.F. Local 2760
Regarding Enhancements to the City of Franklin Employee Health & Welfare Benefit Plan and Fire Department Longevity
Incorporated as an Attachment to the 2010-2012 Contract Settlement

1. During the 2010 – 2012 contract negotiations the City and the Union mutually agreed to improvements to the City of Franklin Employee Health & Welfare Benefit Plan, which improvements will be incorporated into the Summary Plan Description. These improvements, which were effective 6/1/2010, include:

    1. Increase of routine benefit from $200/year to $500/year.
    2. Improvement of mammogram coverage to now cover mammograms in-network at 100% coverage 1 time per year beginning at age 40.
    3. Coverage of colonoscopies 1 time every 10 years (with at least 10 years between each surgery) beginning at age 50.
    4. Coverage for dental sealants on permanent molars for dependents under the age of 18.
    5. Implementation of an HRA program for full-time employees and their spouses. This benefit is 100% funded by the City.

2. The current Fire Inspector will receive retroactive longevity payments back to his 5 year anniversary on 2/13/2007.

3. This Letter of Understanding will be removed from the subsequent contracts.

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APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/13/12
REPORTS & RECOMMENDATIONS	Potential rescheduling of November 20, 2012 Common Council meeting	ITEM NUMBER G.14

The Council may wish to consider the cancellation of or an alternate date for the regular Common Council meeting of 11/20/12 (as the 11/6/12 meeting was rescheduled to 11/13/12 and 11/20/12 would occur during the week of the Thanksgiving holiday).

COUNCIL ACTION REQUESTED

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/13/2012
REPORTS & RECOMMENDATIONS	Notice of Potential Claim From Liberty Mutual Insurance for their Insured's, Michael Morphis/Oakbrook Corporation	ITEM NUMBER G.15.

Notice of potential claim from Liberty Mutual Insurance for injuries sustained by their insured, Michael Morphis, employee of Oakbrook Corporation, while driving his motorcycle on CTH U/S. 76th Street on August 8, 2012 when he was thrown from his motorcycle due to a pothole and cracks in the roadway. The Common Council may enter closed session pursuant to §19.85(1)(e) and (g), Stats., to consider a notice of potential claim from Liberty Mutual Insurance for injuries sustained by their insured, Michael Morphis, employee of Oakbrook Corporation, while driving his motorcycle on CTH U/S. 76th Street on August 8, 2012 when he was thrown from his motorcycle due to a pothole and cracks in the roadway, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Staff recommends denial of the claim pursuant to the Wisconsin Statute 893.80(1g) for disallowance of the claim, based upon and in concurrence with the insurance adjuster that the location of the incident is a Milwaukee County owned road and the City of Franklin is not responsible for the repairs to CTH U/S. 76th Street, rather Milwaukee County is.

COUNCIL ACTION REQUESTED

The Common Council may enter closed session pursuant to §19.85(1)(e) and (g), Stats., to consider a notice of potential claim from Liberty Mutual Insurance for injuries sustained by their insured, Michael Morphis, employee of Oakbrook Corporation, while driving his motorcycle on CTH U/S. 76th Street on August 8, 2012 when he was thrown from his motorcycle due to a pothole and cracks in the roadway, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Motion to deny the potential claim of Liberty Mutual Insurance pursuant to Wisconsin Statute 893.80(1g), based upon and in concurrence with the insurance adjuster that the City of Franklin is not responsible for the repairs to CTH U/S. 76th Street, rather Milwaukee County is.

OR

Motion to layover and refer to staff for additional information.

Statewide Services, Inc.
Claim Division

1241 John Q. Hammons Dr.
P.O. Box 5555
Madison, WI 53705-0555
877-204-9712

October 16, 2012

CITY OF FRANKLIN
ATTN: LISA HUENING
9229 W LOOMIS RD
FRANKLIN WI 53132

RE: Our Claim #: WM000402260120
Date of Loss: 08/08/2012
Claimant: MICHAEL MORPHIS

Dear Lisa:

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance, which provides the insurance coverage for the City of Franklin. We are in receipt of the above-stated claim, in which the adverse alleges a pothole contributed to their insured's injuries.

The City of Franklin is not responsible for the repairs to Hwy U/S 76th St, rather Milwaukee County is. Therefore, we recommend that the City of Franklin disallow this claim pursuant to the Wisconsin Statute for disallowance of claim 893.80(1g). The disallowance of the claim in this manner will allow us to shorten the statute of limitations period to six months.

Please send your disallowance, on your letterhead, directly to the adverse at the following address:

LIBERTY MUTUAL INSURANCE
ATTN: JOLENE LEX
2000 WESTWOOD DR
WAUSAU WI 54401

This should be sent certified or registered (restricted) mail and must be received by the claimant within 120 days after you received the claim. Please send me a copy of the letter for our file. If you have any questions, please feel free to contact me. Thank you.

Sincerely,

Joel Meixelsperger
Casualty Claim Specialist
Office: 608.828.5792
Fax: 800.720.3512
jmeixelsperger@statewidesvcs.com

CC: R&R Insurance Services

Statewide Services, Inc.
Claim Division

1241 John Q. Hammons Dr.
P.O. Box 5555
Madison, WI 53705-0555
877-204-9713

October 16, 2012

LIBERTY MUTUAL INSURANCE
ATTN: JOLENE LEX
2000 WESTWOOD DR
WAUSAU WI 54401

Claim number: WM000402260120
Date of loss: 08/08/2012
Insured: City of Franklin
Claimant: Michael Morphis
Re: Your File #: WC868-A48723

Dear Jolene:

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance, which provides the insurance coverage for the City of Franklin.

Please be advised that we recommended that the City of Franklin disallow your claim. The basis of the denial is that our investigation has found that the location where your insured was injured was a Milwaukee County owned road and not City of Franklin. Therefore, Statewide Services will be unable to pay for your damages.

Sincerely,

Joel Meixelsperger
Casualty Claim Specialist
Office: 608.828.5792
Fax: 800.720.3512
jmeixelsperger@statewidesvcs.com

RECEIVED
CITY OF FRANKLIN

2012 OCT -9 AM 11:01

Liberty Mutual. INSURANCE

October 3, 2012

City Of Franklin
Office of the City Clerk
9229 W. Loomis Rd
Franklin WI 53132

Our Insured's: Michael Morphis / Oakbrook Corporation
Our Claim Number: WC868-A48723
Date of Injury: 08/08/12

Dear City Of Franklin,

On August 8, 2012 while in the course of their employment, Michael Morphis Sustained injuries due to a pot hole and cracks on 76 & Drexel Street. Our insured was driving his motorcycle when he was thrown from it due to defect to the roadway.

Please be advised Liberty Mutual Insurance is the Worker's Compensation Carrier for Oakbrook Corporation, employer of Michael Morphis, and paid benefits on the above captioned claim, pursuant to California Workers' Compensation Act.

Liberty Mutual Insurance has established a statutory entitlement to recovery of benefits paid, and has a legally recognized lien, under the Illinois Worker's Compensation Act. We are placing you on notice of a potential lien as our investigation has found you to be at fault for the above accident. Please acknowledge receipt of this letter and contact our office to discuss the resolution of this issue.

Sincerely,

Jolene Lex
Recovery Specialist III

LIBERTY MUTUAL INSURANCE •
2000 Westwood Drive • WAUSAU WI 54401
MAILING ADDRESS: CENTRAL RECOVERY UNIT - PO BOX 8017 • WAUSAU WI 54402-8017
PHONE: (800) 435-4401 ext. 3155 • FAX: (603) 334-0274

COMPLAINT FORM

NOTE: In order for this form to be processed, all fields are required to be filled in. Complaints submitted using "Anonymous" for the Name and Address portion will not be processed.

CITY OF FRANKLIN
Office of the City Clerk
9229 West Loomis Road
Franklin, WI 53132
Phone: 414-425-7500 Fax: 414-425-6428

Office Use Only
Action File No. _____
Tax Key No. _____
Received By _____
Date _____
Referred To _____
Aldermanic District _____

Date: October 3rd 2012

Name and Address of Complainant(s):
Our Claimant was injured while driving motorcycle due to defect to road on 76 : Drexel Street, Franklin, WI

Home Phone:

Work Phone:
800-435-4401 ext: 3155

Email Address:
Jolene.Lex@LibertyMutual.com

Reported Address of Violation(s):
76 : Drexel Street, Franklin, WI

Subject(s) of Complaint:

Our claimant Michael Morphis was in the scope of his employment and we have paid wc benefits due to injuries he sustained on 8-8-12 due to defect to the Road

Signature of Complainant: Jolene Lex

White: Administration Yellow: Department Pink: Alderman Canary: Complainant

Amended Document On Emergency

A166038

Wisconsin Motor Vehicle Accident Report

COPY

A E U

Document Number Override

Police No. 12-003287

INSTRUCTIONS
Please use a Black Ink Pen or #2 Pencil.
Mark Areas as shown: Correct Mark
Incorrect Marks

Reportable Accident (Y) (N)

County	MUN/TWP
40	68

Accident Date

MONTH	DAY	YEAR
Jan Feb Mar Apr May June July Aug Sept Oct Nov Dec	08	12

Time of Accident (Military Time)

HOUR	MIN.
13	12

Total Number

UNITS	INJURED	KILLED
01	01	00

Hit & Run (Y)
Government Property (Y)
Fire (Narrative) (Y)
Photos Taken (Narrative) (Y)
Trailer or Towed (Narrative) (Y)
Truck or Bus (Last Page) (Y)
Load Spillage (Y)
Construction Zone (Y)
Names Exchanged (Y)
Unit #

Sheet No. 1 Of 1

ACCIDENT LOCATION
Public Highway, Intersection/Related
Public Highway, Non-Intersection
Parking Lot
Private Property or Road

LATITUDE (GPS) Degrees: Minutes: Seconds:
LONGITUDE (GPS) Degrees: Minutes: Seconds:

ON Hwy No. and / Street Name: 4TH & S. 76TH ST
Estimated FT. MI. (N) (W) (E) (S)
FROM/AT Hwy No. and / Street Name: W. DREXEL AVE

House # Fire # Other
Utility # Railroad #

Agency Space
Special Study

Unit Number	Unit Type	Total Number of Occupants	Direction of Travel (Before the Accident)

Unit Number	Unit Type	Total Number of Occupants	Direction of Travel (Before the Accident)

Please Do Not Write In This Microfilm Space

Speed Limit
OPERATOR NAME Last: MORRIS First: MICHAEL M.I.: E
ADDRESS Street & Number: 1503 E. OLIVE ST
City & State: SHOREWOOD WI ZIP: 53211 Phone Number: (414) 916-0515
Driver's License Number: M612-5456-1386-02 State: WI Exp. Year: 2016
Date of Birth: 10-26-61
Sex (M) (F)
On Duty Accident (P) Police (E) EMT/First Responder (F) Fire Fighter (H) Winter Hwy Maintenance
CMV (Y)
Operating as Classified:
Class (Mark Only One) (A) (B) (C) (D)
Endorse (Mark All That Apply) (H) (P) (T) (N) (S) (F)

Severity (K) (N) (A) (B) (C)
SEAT Position: 1
SAFETY Equipment: 7
AIRBAG (1) Deployed (2) Non Deployed (3) Not Applicable (4) Unknown
EJECTED (1) Not Applicable (2) Not Ejected (3) Totally Ejected (4) Partially Ejected (5) Unknown
TRAPPED/EXTRICATED (1) Not Applicable (2) Not Trapped (3) Trapped/Extricated (4) Trapped/Not Extricated (5) Unknown
Medical Transport (Y) (N)

Vehicle Owner Same (Y) (N) Last Name First M.I.
Street Address
City & State ZIP Phone Number ( )
Year of Vehicle: 2006 Make: HD Model: FLHTI Body Style: MC Color: BLK
Vehicle ID Number: 1HD1FVW1166Y620585
License Plate Number: NW 558 Plate Type: CYC State: WI Exp. Year: 14
Policy Holder's Name Same (Y) (N) Citations (1) (2) (3)
Liability Insurance Company: AMERICAN FAMILY Stat. #

Occupant Unit Number (1) (2) (3) (4) (5) (6) (7) (8) (9) (10)
NAME Last First M.I.
ADDRESS Street & Number City & State ZIP
Date of Birth Sex (M) (F) Severity (K) (N) (A) (B) (C) SEAT Position SAFETY Equipment AIRBAG (1) Deployed (2) Non Deployed (3) Not Applicable (4) Unknown

Address Same as Operator Yes No
EJECTED (1) Not Applicable (2) Not Ejected (3) Totally Ejected (4) Partially Ejected (5) Unknown
TRAPPED/EXTRICATED (1) Not Applicable (2) Not Trapped (3) Trapped/Extricated (4) Trapped/Not Extricated (5) Unknown
Medical Transport (Y) (N)
Agency Space

Location: MY4000 907
EMS Number

Accident No. 12-018527

Date

Occupant Unit Number	NAME Last	First	M.I.	Date of Birth	Sex (M) (F)	Severity (K) (N) (A) (B) (C)	SEAT Position	SAFETY Equipment	AIRBAG
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10)	ADDRESS Street & Number	City & State		ZIP					(1) Deployed (2) Non Deployed (3) Not Applicable (4) Unknown

Address Same as Operator (Yes) (No) | EJECTED (1) Not Applicable (2) Not Ejected (3) Totally Ejected (4) Partially Ejected (5) Unknown | TRAPPED/EXTRICATED (1) Not Applicable (2) Not Trapped (3) Trapped/Extricated (4) Trapped/Not Extricated (5) Unknown | Medical Transport (Y) (N) | Agency Space

Occupant Unit Number	NAME Last	First	M.I.	Date of Birth	Sex (M) (F)	Severity (K) (N) (A) (B) (C)	SEAT Position	SAFETY Equipment	AIRBAG
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10)	ADDRESS Street & Number	City & State		ZIP					(1) Deployed (2) Non Deployed (3) Not Applicable (4) Unknown

Address Same as Operator (Yes) (No) | EJECTED (1) Not Applicable (2) Not Ejected (3) Totally Ejected (4) Partially Ejected (5) Unknown | TRAPPED/EXTRICATED (1) Not Applicable (2) Not Trapped (3) Trapped/Extricated (4) Trapped/Not Extricated (5) Unknown | Medical Transport (Y) (N) | Agency Space

Type of Accident

32 First Harmful Event 80

Most Harmful Event

Unit Number	Unit Number
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) 81	(1) (2) (3) (4) (5) (6) (7) (8) (9) (10)

(select one per vehicle)

Collision With Object Not Fixed

(1)	Motor Vehicle in Transport	(1)
(2)	Parked Motor Vehicle	(2)
(3)	Deer	(3)
(4)	Pedalcycle	(4)
(5)	Pedestrian	(5)
(6)	Railway Train	(6)
(7)	Other Animal	(7)
(8)	Motor Vehicle in Transport In Other Roadway	(8)
(9)	Other Object (Not Fixed)	(9)

Collision With Fixed Object

(10)	Traffic Sign Post	(10)
(11)	Traffic Signal	(11)
(12)	Utility Pole	(12)
(13)	Lum. Light Support	(13)
(14)	Other Post	(14)
(15)	Tree	(15)
(16)	Mailbox	(16)
(17)	Guardrail Face	(17)
(18)	Guardrail End	(18)
(19)	Median Barrier	(19)
(20)	Bridge Parapet End	(20)
(21)	Bridge/Pier/Abut.	(21)
(22)	Impact Attenuator	(22)
(23)	Overhead Sign Post	(23)
(24)	Bridge Rail	(24)
(25)	Culvert	(25)
(26)	Ditch	(26)
(27)	Curb	(27)
(28)	Embankment	(28)
(29)	Fence	(29)
(30)	Other Fixed Object	(30)
(31)	Unknown	(31)

Non-Collision

	Overturn	(32)
(33)	Fire/Explosion	(33)
(34)	Immersion	(34)
(35)	Jackknife	(35)
(36)	Other Non-Collision	(36)

Driver Condition

Unit Number	Unit Number
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10)	(1) (2) (3) (4) (5) (6) (7) (8) (9) (10)

88 Driver Factors (Or Pedestrians)

	Appeared Normal	(1)
(2)	Reduced Alertness	(2)
(3)	Ability Impaired	(3)
(4)	Not Observed	(4)

89 Presence

	Neither Alcohol nor Drugs Present	(5)
(6)	Yes—Alcohol Present	(6)
(7)	Yes—Drugs Present	(7)
(8)	Yes—Alcohol & Drugs Present	(8)
(9)	Unknown	(9)

90 Alcohol

AC Value	AC Value

	Test Not Given	(10)
(11)	Test Refused	(11)
(12)	Test Given, Alcohol Unknown	(12)
(13)	Test Given, No Alcohol Reported	(13)

91 Drugs

	Test Not Given	(14)
(15)	Test Refused	(15)
(16)	Test Given, Drugs Unknown	(16)
(17)	Test Given, No Drugs Reported	(17)
(18)	Drugs Reported (Specify Below)	(18)
(19)	Marijuana	(19)
(20)	Cocaine	(20)
(21)	Opiates	(21)
(22)	Amphetamines	(22)
(23)	PCP	(23)
(24)	Other Drug Medication	(24)
(25)	Type Unknown	(25)

Unit # (2) (3) (4) (5) (6) (7) (8) (9) (10)

Pedestrian 92

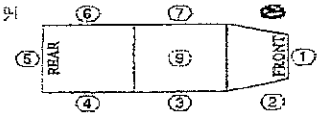
Location	Action
(1) In Crosswalk	(1) Walking not Facing Traffic
(2) In Roadway	(2) Disregarded Signal
(3) Not in Roadway	(3) Darting into Road
(4) On Sidewalk	(4) Dark Clothing
	(5) Walking Facing Traffic

Manner of Collision 93

	No Collision with Motor Vehicle in Transport
(2)	Rear-end
(3)	Head On
(4)	Rear to Rear
(5)	Angle
(6)	Sideswipe, Same Direction
(7)	Sideswipe, Opposite Direction
(8)	Unknown

Unit # (1) (2) (3) (4) (5) (6) (7) (8) (9) (10)

Darken Numbered Area(s) of Vehicle Damage 94



(0) None	
(10) Undercarriage	
(11) Total (Damage to All Areas)	
(12) Other	
(13) Unknown	

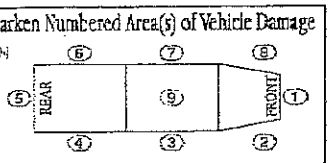
95 Extent of Damage

(0) None	(4) Severe
(1) Very Minor	(5) Very Severe
(2) Minor	(6) Unknown
(3) Moderate	

Vehicle Towed Due to Damage (Y) (N) 96 | Vehicle Removed By: 97

Unit # (1) (2) (3) (4) (5) (6) (7) (8) (9) (10)

Darken Numbered Area(s) of Vehicle Damage 94



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(10) Undercarriage	
(11) Total (Damage to All Areas)	
(12) Other	
(13) Unknown	

95 Extent of Damage

(0) None	(4) Severe
(1) Very Minor	(5) Very Severe
(2) Minor	(6) Unknown
(3) Moderate	

Vehicle Towed Due to Damage (Y) (N) 96 | Vehicle Removed By: 97

82 Fixed Object Struck

Unit #	Unit #	Unit #	Unit #

Govt. Damage Tag # 83

PROPERTY OWNER 84 Last First M.I.

ADDRESS Street & Number 85

City & State 86 ZIP Phone Number ( ) 87

Pictorial Representation of Narrative

Draw Diagram of Accident & Indicate North with an arrow in the circle. N

Supplemental Reports 101 (Y) (N) Witness Statements 102 (Y) (N) Measurements Taken 103 (Y) (N)

Skidmarks to Impact: Unit 1 — FEET — Unit 2

Surface Type: ASPHALT

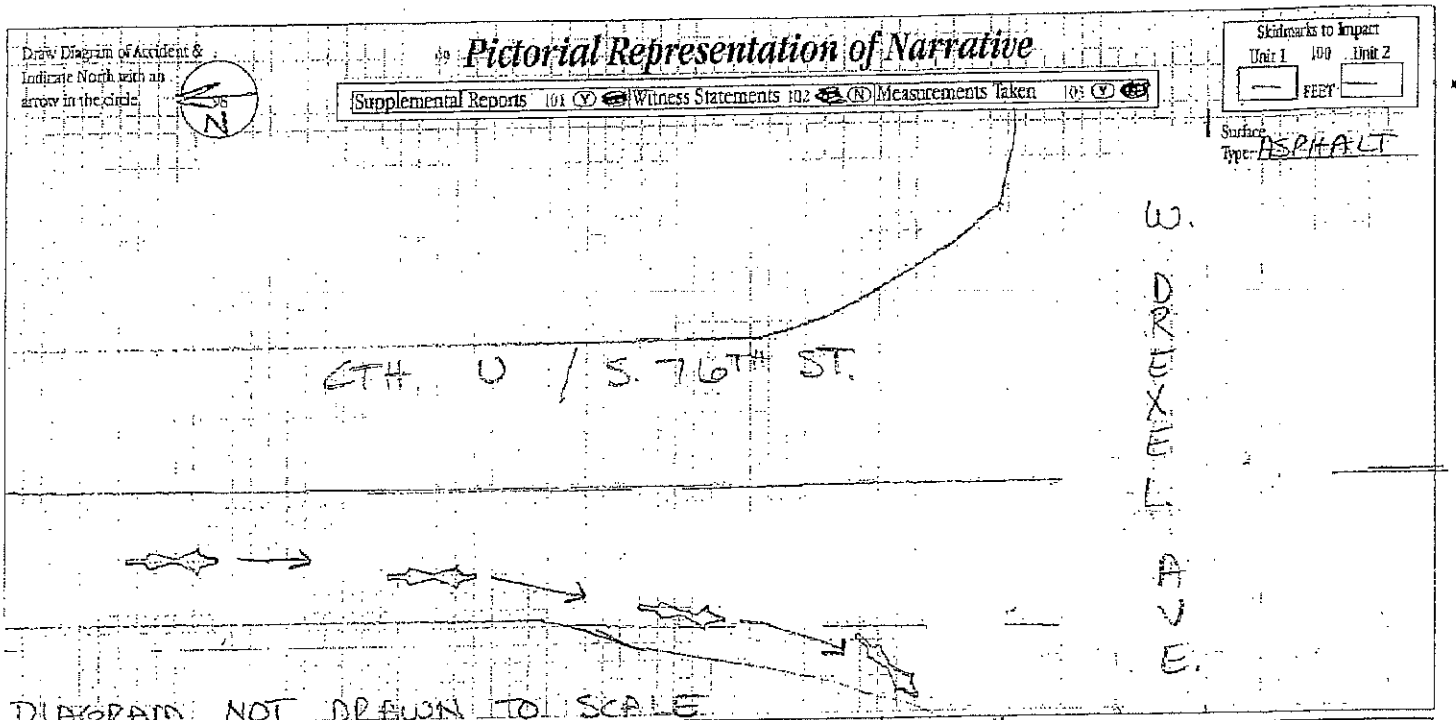

DIAGRAM NOT DRAWN TO SCALE

NARRATIVE 104

VEH #1 WAS SOUTHBOUND ON CTH U / S. 76TH ST. DRIVER WAS UNFAMILIAR WITH AREA AND THE PAVEMENT WAS UNEVEN AND ROUGH. DRIVER STATED THAT HIS FRONT TIRE HIT AN UNEVEN AREA WHERE HIS MOTORCYCLE GOT THROWN SIDEWAYS AND OFF BALANCE. HE WAS THROWN OFF THE CYCLE AND SUSTAINED INJURIES.

106

Photos By: 105

WITNESS NAME 107	Last: PAFFORD	First: RICHARD	M.I.: E
ADDRESS 108	Street & Number: 10359 DONEGAL RD	Date of Birth 109: 04-21-77	
City & State 110	HARTFORD WI	ZIP: 53027	Phone Number 111: (262) 893 3228

ACCESS CONTROL 112
- (1) No Control (Unlimited Access)
- (2) Full Control (Only Ramp Entry/Exit)
- (3) Partial Control

ROAD TERRAIN 113
Part A
- (1) Straight
- (2) Curve

Part B
- (1) Level/Flat
- (4) Hill

LIGHT CONDITION 114
- (1) Daylight
- (2) Dark—Not Lighted
- (3) Dark—Lighted
- (4) Dawn
- (5) Dusk
- (6) Unknown

TRAFFIC WAY 115
- (1) Not Physically Divided (2-Way Traffic)
- (2) Divided Highway, Median Strip, without Traffic Barrier
- (3) Divided Highway, Median Strip, with Traffic Barrier
- (4) One-Way Traffic
- (5) Parking Lot or Private Property

ROAD SURFACE CONDITION 116
- (1) Dry
- (2) Wet
- (3) Snow/Slush
- (4) Ice
- (5) Sand, Mud, Dirt, Oil
- (6) Other
- (7) Unknown

WEATHER 118
- (1) Clear
- (2) Cloudy
- (3) Rain
- (4) Snow
- (5) Fog, Smog, Smoke
- (6) Sleet, Hail (Freezing Rain or Drizzle)
- (7) Blowing Sand, Soil, Dirt, Snow
- (8) Severe Crosswinds
- (9) Other
- (10) Unknown

RELATION TO ROADWAY 117
- (1) On Roadway
- (2) Parking Lot or Private Property
- (3) Shoulder (Other Than Shoulder within Median or Gore)
- (4) Median (Other Than Median within Gore)
- (5) Outside Shoulder—Left
- (6) Outside Shoulder—Right
- (7) Off Roadway—Location Unknown
- (8) Gore (Area between Ramp & Highway)
- (9) On Ramp
- (10) Unknown

What Drivers Were Doing

Unit Number		Unit Number
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10)	119	(1) (2) (3) (4) (5) (6) (7) (8) (9) (10)

- (1) Going Straight
- (2) Making Left Turn
- (3) Making Right Turn
- (4) Slowing or Stopping
- (5) Stopped in Traffic
- (6) Legally Parked
- (7) Violating No Passing Zone
- (8) Illegally Parked
- (9) Parking Maneuver
- (10) Backing Maneuver
- (11) Changing Lanes
- (12) Overtaking on Left
- (13) Overtaking on Right
- (14) Making U Turn
- (15) Turning on Red
- (16) Merging
- (17) Negotiating Curve
- (18) Other

Traffic Control

Unit Number		Unit Number
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10)	120	(1) (2) (3) (4) (5) (6) (7) (8) (9) (10)

- (1) No Control
- (2) Traffic Signal Operating
- (3) Traffic Signal Flashing
- (4) Stop Sign
- (5) Stop Sign with Flasher
- (6) Warning
- (7) Warn Sign with Flasher
- (8) Yield Sign
- (9) Traffic Control Person
- (10) RR-xing Signal
- (11) Other

A1bbU38

Officer's Opinion of Possible Contributing Circumstances

A E U Document Number Override 121

Driver Factors

Unit Number: 2 3 4 5 / 6 7 8 9 10 — N/A

Unit Number: 1 2 3 4 5 / 6 7 8 9 10 — N/A

1	Exceeding Speed Limit	1
2	Speed Too Fast/Condition	2
3	Fail to Yield Right of Way	3
4	Inattentive Driving	4
5	Following Too Close	5
6	Improper Turn	6
7	Left of Center	7
8	Disregarded Traffic Control	8
9	Improper Overtaking	9
10	Unsafe Backing	10
11	Failure to Have Control	11
12	Driver Condition	12
13	Physically Disabled	13
14	Other	14

Vehicle Factors

Unit Number: 2 3 4 5 / 6 7 8 9 10 — N/A

Unit Number: 1 2 3 4 5 / 6 7 8 9 10 — N/A

1	Brake System	1
2	Tires	2
3	Steering System	3
4	Turn Signals	4
5	Head Lamps	5
6	Stop Lamps	6
7	Tail Lamps	7
8	Disabled in Prior Accident	8
9	Other Disabled	9
10	Mirrors	10
11	Suspension System	11
12	Other	12

Highway Factors

Unit Number: 2 3 4 5 / 6 7 8 9 10 — N/A

Unit Number: 1 2 3 4 5 / 6 7 8 9 10 — N/A

1	Snow, Ice or Wet	1
2	Narrow Shoulder	2
3	Low Shoulder	3
4	Soft Shoulder	4
5	Loose Gravel	5
6	Rough Pavement	6
7	Debris From Prior Accident	7
8	Other Debris	8
9	Sign Obscured or Missing	9
10	Narrow Bridge	10
11	Construction Zone	11
12	Visibility Obscured	12
13	Other	13

OFFICER INFORMATION

Last: TURGEON (125) First: LYNN M.I.: J

Law Enforcement Agency Address: 9455 W LOOMIS RD (126)

City & State: FRANKLIN WI (127) ZIP: 53132

Phone Number: (414) (128) 425-2522

Agency #: 142 (129) Enforcement Agency: FRANKLIN P.D. (130) Officer ID #: 38 (131)

Date Notified	MONTH	DAY	YEAR
	Jan	08	12

Time Notified (Military Time)	HOUR	MIN.
	13	16

Time Arrived (Military Time)	HOUR	MIN.
	13	19

Date of Report	MONTH	DAY	YEAR
	Feb	16	12

Truck & Bus Accident Information

(This Section Must Be Completed for Each Truck or Bus Involved in this Accident.)

When To Use This Section: *Did the accident involve:...* 136

Part A
- A truck or truck combination > 10,000 lbs GVWR/GCWR? (Y) (N)
- Any vehicle displaying a hazardous materials placard? (Y) (N)
- A vehicle designed to carry 9 or more people, including the driver? (Y) (N)

STOP! If all the responses to Part A are "NO" do not complete this Truck & Bus Accident Information Section. If there are any "YES" answers, continue to Part B.

Part B
- Any person who was fatally injured? (Y) (N)
- Any injured person who required transport for immediate medical treatment? (Y) (N)
- One or more vehicles towed from the scene due to disabling damage? (Y) (N)

STOP! If all the responses to Part B are "NO" do not continue. If there are any "YES" answers, please complete this Truck & Bus Accident Information Section...

Hazardous Material Information

137
- Hazardous Material Class Numbers (1-2digit):
- Hazardous Material "UN" Numbers (4 digit):
- Hazardous Material Placard Displayed? (Y) (N)
- Hazardous Cargo was Released? (Y) (N)

List the Hazardous Material(s) by Name in this Load:

List the Name(s) of Released Hazardous Material(s):

Carrier Information

- Interstate Carrier? (Y) (N) 138

Carrier Name 139

Carrier Identification Numbers

US DOT 140	LC
ICC MC	IC

Carrier Address 142

Source: 141
- Vehicle Side
- Shipping Papers
- Trip Manifest
- Driver
- Log Book

Vehicle Information

Gross Vehicle Weight Rating 143 LBS

Total # of Axles 144

Vehicle Configuration 145

1 Bus; 2 Single Unit Vehicle; 3 Single unit truck + 3 axles; 4 Truck/Trailer; 5 Truck/Tractor; 6 Tractor/Semi-Trailer; 7 Tractor/Doubles; 8 Tractor/Triples; 9 Unknown Heavy Truck; 10 Log Truck

SEQUENCE OF EVENTS FOR THIS VEHICLE 146 (Mark a total of one to four events in the order that they occurred.)

1 2 3 4 Ran off Road	1 2 3 4 Collision Involving Motor Vehicle in Transp.
1 2 3 4 Jackknife	1 2 3 4 Collision Involving Parked Motor Vehicle
1 2 3 4 Overturn (Rollover)	1 2 3 4 Collision Involving Train
1 2 3 4 Downhill Runaway	1 2 3 4 Collision Involving Pedalcycle
1 2 3 4 Cargo Loss or Shift	1 2 3 4 Collision Involving Animal
1 2 3 4 Explosion or Fire	1 2 3 4 Collision Involving Fixed Object
1 2 3 4 Separation of Units	1 2 3 4 Collision Involving Other Object
1 2 3 4 Collision Involving Pedestrian	1 2 3 4 Other

Cargo Body Type 147

1 Bus; 2 Van/enclosed box; 3 Cargo Tank; 4 Flatbed; 5 Dump; 6 Concrete Mixer; 7 Auto Transporter; 8 Garbage/Refuse; 9 Other; 10 Log Truck

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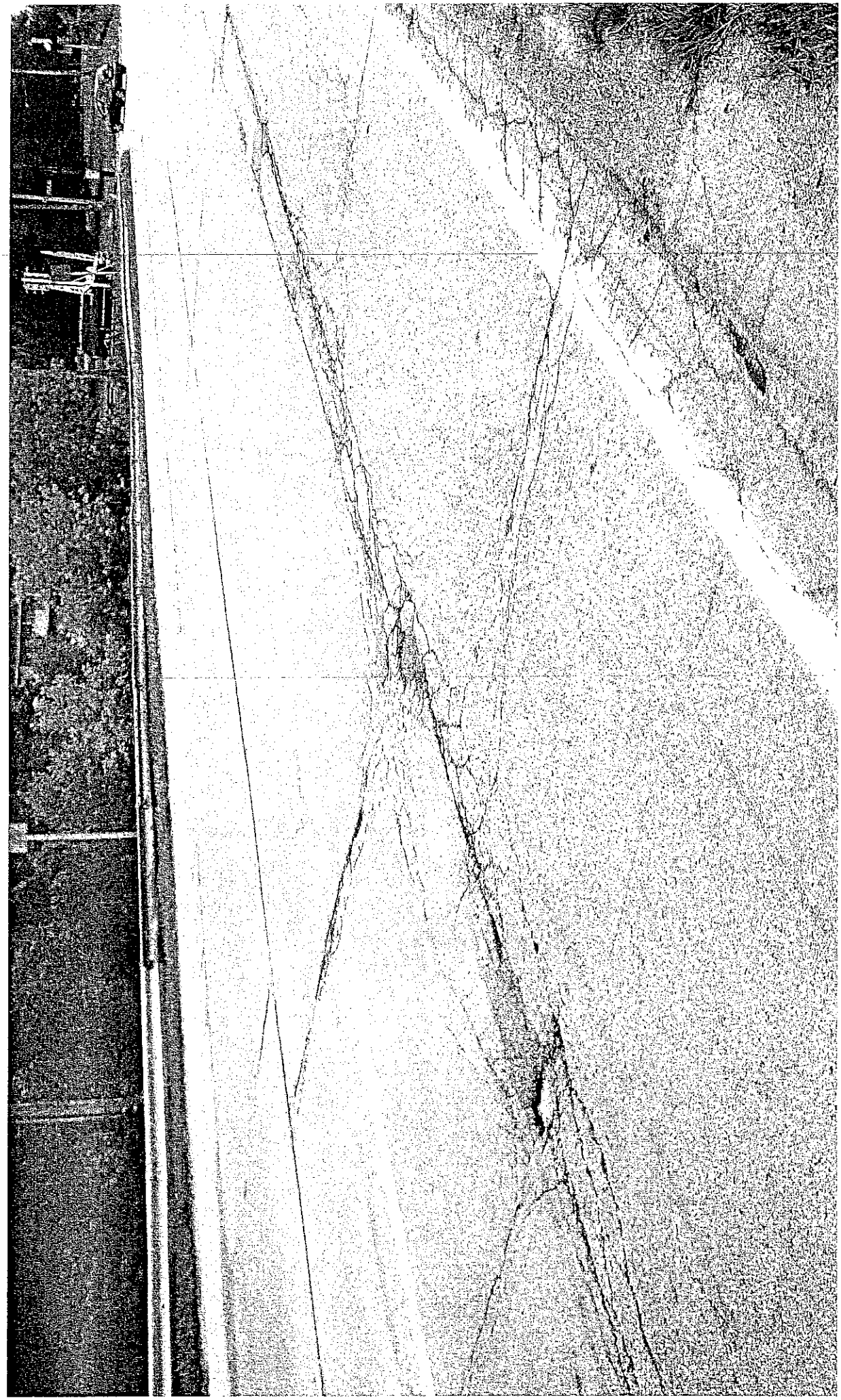

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
Slw		**11/13/2012**
Licenses and Permits	**Miscellaneous Permits**	ITEM NUMBER H. 1.

See attached list from meeting of November 13, 2012

COUNCIL ACTION REQUESTED

City of Franklin
9229 W. Loomis Road
Franklin, WI 53132-9728
414-425-7500

License Committee
Agenda*
Alderman's Room
November 13, 2012 – 6:00 pm

1.	**Call to Order & Roll Call**	**Time**		
2.	**License Application Reviews**			
		Recommendations		
Type/ Time	**Applicant Information**	**Approve**	**Hold**	**Deny**
Operator 2012-13 6:00 p.m.	**Young, Faye M** 6156 S 42nd St Greenfield, WI 53221 Romey's Place			
Operator 2012-13	**Beasley, Kriztian M** 3209 W Manitoba St Milwaukee, WI 53215 Wal-Mart Store #1551			
Operator 2012-13	**Bruette, David A** 4236 S 61st St #3 Greenfield, WI 53220 Wal-Mart Store #1551			
Operator 2012-13	**Conrad, Jennifer L** 3107 W Mangold Ave #12 Greenfield, WI 53221 Target Store			
Operator 2012-13	**Goelzer, Margaret L** 4969 S 27th St Greenfield, WI 53221 Wal-Mart Store #1551			
Operator 2012-13	**Kitzerow, Allison L** 1633 N Prospect #9F Milwaukee, WI 53202 Wal-Mart Store #1551			
Operator 2012-13	**Kowalski, Kristin J** 11210 W Six Mile Rd Franksville, WI 53126 Wal-Mart Store #1551			
Operator 2012-13	**Palmer, Robin S** 1830 Milwaukee Ave South Milwaukee, WI 53172 Wal-Mart Store #1551			
Operator 2012-13	**Reed, Terese M** 8252 S 88th St Franklin, WI 53132 Romey's Place			
Operator 2012-13	**Steingold, Dale E** 1832 108th St Franksville, WI 53126 Staybridge Suites			
Operator 2012-13	**Stricharchuk, Nicholas** 2429A S Austin St Milwaukee, WI 53207 Target Store			
3.	**Adjournment**	Time		

*Notice is given that a majority of the Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility. This may constitute a meeting of the Common Council per State ex rel. Badke v. Greendale Village Board, even though the Common Council will not take formal action at this meeting.

APPROVAL	REQUEST FOR	MEETING DATE
Slw dCAP	COUNCIL ACTION	11/13/12
Bills	**Vouchers and Payroll Approval**	**ITEM NUMBER** I.1.

Provided separately for Council approval is a list of vouchers Nos. 144730 through Nos. 145035 in the amount of $ 3,383,068.59. Included in this listing is $ 32,416.62 in library vouchers and RCI vouchers in the amount of $890,496.93 that were approved at the Common Council meeting dated October 16, 2012.

The net City vouchers for November 13, 2012 are $ 2,460,155.04.

Approval is requested for the net payroll dated October 19, 2012 in the amount of $ 353,231.40.

Approval is requested for the net payroll dated November 2, 2012 in the amount of $ 345,153.28.

COUNCIL ACTION REQUESTED

Motion approving net City vouchers in the range Nos. 144730 through Nos. 145035 in the amount of $2,460,155.04.

Motion approving net payroll dated October 19, 2012 in the amount of $353,231.40

Motion approving net payroll dated November 2, 2012 in the amount of $345,153.28.