

1-1-12 to 12-31-14 CBA

Article XV, Sickness Disability Program - A, pages 40-41

1 thirty (30) days after receipt of the decision of an Administrative Law Judge/hearing examiner,
2 of the Worker's Compensation Division, Department of Workforce Development, determining
3 the employee eligible for benefits under Section 40.65, Wisconsin Statutes, long term disability
4 benefits will cease. Employment will simultaneously terminate, subject to existing rules
5 regarding use of accrued vacation days.

6 SECTION 6. ~~When~~ An employee's whose long term disability benefits have ceased between
7 January 1, 2015 through December 31, 2017, under the conditions set forth in Section 5 above,
8 the employee may participate in the City's health insurance program under the following
9 conditions: Health Insurance provided by the City for retirees upon compliance with Section 2.76
10 (12) of the Revised Municipal Code and, if applicable, payment of the premium share addressed
11 in Article XVI, Section 1.

12 ~~(A) — Employees under age 50 who are totally disabled and who have not earned compensation~~
13 ~~exceeding the restrictions prescribed by Section 40.63 (11), Wisconsin Statutes, may~~
14 ~~continue to participate in the City's health insurance program without premium~~
15 ~~contribution until age 50, at which time the City's premium contribution will be fixed,~~
16 ~~pursuant to the rules governing health insurance for employees who retire at age 50 or~~
17 ~~thereafter. Effective January 1, 1993, employees who become eligible for health~~
18 ~~insurance coverage under this Section shall pay the applicable premium share as specified~~
19 ~~in Article XVI, Section 1 of the labor agreement.~~

20 ~~(B) — The City's health insurance contribution on behalf of employees who are 50 years of age~~
21 ~~or older will be fixed at the applicable rate in effect one (1) year subsequent to the date~~
22 ~~upon which the employee first receives long term disability benefits, consistent with the~~
23 ~~rules governing health insurance for employees who retire at age 50 or thereafter.~~
24 ~~Effective January 1, 1993, employees who become eligible for health insurance coverage~~
25 ~~under this Section shall pay the applicable premium share as specified in Article XVI,~~
26 ~~Section 1 of the labor agreement.~~

1 ~~(C)~~ Employees who are 49 years of age, on the date that long term disability benefits and
2 employment cease, may elect to continue participation in the City's health insurance
3 program under either Option (A) or (B) above.

4 ~~(D)~~ If an employee is determined to be disabled for further employment within the fire
5 service, but is subsequently employed in another occupation or is self-employed, and the
6 employee's earnings exceed the limitations prescribed by the Wisconsin Retirement
7 System, pursuant to Section 40.63 (11), Wisconsin Statutes, the City's contribution will
8 be fixed at fifty percent (50%) of the prescribed premium for each month during which
9 the conditions set forth in this paragraph apply, subject to the applicable provisions of
10 Section 2.76 (12) (c) of the Revised Municipal Code.

11 SECTION 7. MEDICAL REPORTS. The City and the Association hereby reacknowledge the
12 authority of the City to require an employee, receiving long term disability benefits, to submit
13 periodic medical reports, as well as to require the employee to be examined by a physician
14 retained by the City.

15 SECTION 8. The employee is to give notification of sickness to his/her immediate supervisor
16 prior to the scheduled work starting time. In the event the employee has not given such prior
17 notification, sick leave may be granted by the Chief if the circumstances justify it.

18 SECTION 9. If an employee has received long term disability benefits for any period and is
19 again absent on account of the same sickness within two (2) weeks after the termination of such
20 period, any remaining long term benefits shall begin on the first day of absence.

21 SECTION 10. Successive periods of sickness from any single cause shall be counted together as
22 one (1) period in computing the period during which an employee shall be entitled to benefits,
23 except that any sickness occurring after an employee has returned to work and has been
24 continuously engaged thereafter in the performance of duty for thirteen (13) weeks shall be
25 considered as a new sickness and not as part of any disability which preceded such period of
26 thirteen (13) weeks. Vacation periods of more than one (1) workday taken during the thirteen
27 (13) week continuous service obligation, shall extend such obligation by the amount of vacation

1 even though such may be, in fact, disabling and may necessarily cause absence from duty.

2 Necessary dental care shall be recognized as a proper cause for granting sick leave. Ocular
3 conditions necessitating attention by an optometrist or ophthalmologist may be recognized as a
4 proper cause for granting sick leave.

5 SECTION 4. BENEFITS. Beginning on the date of execution of this contract, the sickness
6 disability benefits shall be as follows:

7 (A) 24-hour personnel shall earn 15 hours of sick leave per month from the date of hire with
8 total accumulation not exceeding 2696 hours or one (1) year.

9 (B) 8-hour personnel shall earn 6.67 hours per month with total accumulation not to exceed
10 2080 hours or maximum of one (1) year.

11 SECTION 5. TERMINATION OF LONG TERM DISABILITY BENEFITS. Thirty (30) days
12 from the date a physician determines that an employee is permanently and totally disabled, or
13 that the employee will never return to unrestricted duty within the fire service, or will not return
14 to unrestricted duty for a period exceeding one (1) year, an employee will make application for
15 disability retirement benefits under either or both Sections 40.63 or 40.65, Wisconsin Statutes.
16 Thirty (30) days after certification of disability by the Department of Employee Trust Funds
17 under Section 40.63, Wisconsin Statutes, or within thirty (30) days after receipt of the decision of
18 an Administrative Law Judge/hearing examiner, of the Worker's Compensation Division,
19 Department of Workforce Development, determining the employee eligible for benefits under
20 Section 40.65, Wisconsin Statutes, sickness disability benefits will cease. Employment will
21 simultaneously terminate, subject to existing rules regarding use of accrued vacation days.

22 SECTION 6. ~~When~~ An employee's ~~whose~~ long term disability benefits ~~have~~ ceased ~~between~~
23 ~~January 1, 2015 through December 31, 2017,~~ under the conditions set forth in Section 5 above,
24 ~~the employee may participate in the City's health insurance program under the following~~
25 ~~conditions:~~ Health Insurance provided by the City for retirees upon compliance with Section 2.76
26 (12) of the Revised Municipal Code and, if applicable, payment of the premium share addressed
27 in Article XVI, Section 1.

1 ~~(A) — Employees under age 50 who are totally disabled and who have not earned compensation~~
2 ~~exceeding the restrictions prescribed by Section 40.63 (11), Wisconsin Statutes, may~~
3 ~~continue to participate in the City's health insurance program without premium~~
4 ~~contribution until age 50, at which time the City's premium contribution will be fixed,~~
5 ~~pursuant to the rules governing health insurance for employees who retire at age 50 or~~
6 ~~thereafter. Effective January 1, 1993, employees who become eligible for health~~
7 ~~insurance coverage under this Section shall pay the applicable premium share as specified~~
8 ~~in Article XVI, Section 1 of the labor agreement.~~

9 ~~(B) — The City's health insurance contribution on behalf of employees who are 50 years of age~~
10 ~~or older will be fixed at the applicable rate in effect one (1) year subsequent to the date~~
11 ~~upon which the employee first receives sickness disability benefits, consistent with the~~
12 ~~rules governing health insurance for employees who retire at age 50 or thereafter.~~
13 ~~Effective January 1, 1993, employees who become eligible for health insurance coverage~~
14 ~~under this Section shall pay the applicable premium share as specified in Article XVI,~~
15 ~~Section 1 of the labor agreement.~~

16 ~~(C) — Employees who are 49 years of age, on the date that sickness disability benefits and~~
17 ~~employment cease, may elect to continue participation in the City's health insurance~~
18 ~~program under either Option (A) or (B) above.~~

19 ~~(D) — If an employee is determined to be disabled for further employment within the fire~~
20 ~~service, but is subsequently employed in another occupation or is self-employed, and the~~
21 ~~employee's earnings exceed the limitations prescribed by the Wisconsin Retirement~~
22 ~~System, pursuant to Section 40.63 (11), Wisconsin Statutes, the City's contribution will~~
23 ~~be fixed at fifty percent (50%) of the prescribed premium for each month during which~~
24 ~~the conditions set forth in this paragraph apply, subject to the applicable provisions of~~
25 ~~Section 2.76 (12) (c) of the Revised Municipal Code.~~

26 SECTION 7. MEDICAL REPORTS. The City and the Association hereby reacknowledge the
27 authority of the City to require an employee, receiving sickness disability benefits, to submit

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Article XVI, Hospital/Surgical Care, Dental and Life Insurance, Pages 57-62

1 NOTE: "SECTION 1. (A)" has been left blank on this page as it is addressed in item 7 of the
2 Summary of Negotiated Settlement

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24 (B) ~~All employees who are appointed on or after January 1, 1985, will participate in the City~~
25 ~~of West Allis health insurance program under the following terms and conditions:~~

1				
2	Effective Date	City Contribution Family	City Contribution	
3	of Retirement	Contract Per Month	Single Contract Per Month	
4		(3 or more in family)	(2 in family)	
5				
6				
7	After 1/1/79 and	\$107.50	\$ 41.50	
8	Before 1/1/81			
9	After 1/1/81 and	\$139.00	\$ 52.00	
10	Before 1/1/83			
11	After 1/1/83 and	\$190.00	\$ 75.00	
12	Before 1/1/84			
13	After 1/1/84 and	\$215.00	\$ 85.00	
14	Before 1/1/85			
15	After 1/1/85 and	\$225.00	\$ 90.00	
16	Before 1/1/86			
17	After 1/1/86 and	\$230.00	\$ 92.00	
18	Before 1/1/87			
19	After 1/1/87 and	\$235.00	\$ 95.00	
20	Before 1/1/88			
21	After 1/1/88 and	\$295.00	\$245.00	\$120.00
22	Before 1/1/89			
23	After 1/1/89 and	\$390.00	\$298.00	\$144.00
24	Before 1/1/90			
25	After 1/1/90 and	\$445.00	\$328.00	\$164.00
26	Before 1/1/91			
27	After 1/1/91 and	\$498.00	\$376.00	\$188.00
28	Before 1/1/92			
29	After 1/1/92 and	\$572.00	\$432.00	\$216.00
30	Before 1/1/93			
31	After 1/1/93 and	\$608.00	\$478.00	\$220.00
32	Before 1/1/94			
33	After 1/1/94 and	\$699.00	\$550.00	\$253.00
34	Before 1/1/95			
35	After 1/1/95 and	\$769.00	\$605.00	\$282.00
36	Before 1/1/96			
37	After 1/1/96 and	\$801.00	\$636.00	\$282.00
38	Before 1/1/97			
39	After 1/1/97 and	\$669.78	\$534.16	\$244.42
40	Before 1/1/98			
41	After 1/1/98 and	\$788.00	\$628.00	\$286.00
42	Before 1/1/99			
43	After 1/1/99 and	\$906.00	\$719.00	\$328.00
44	Before 1/1/00			
45	After 1/1/00 and	\$917.00	\$728.00	\$334.00
46	Before 1/1/01			
47	After 1/1/01 and	\$1,174.00	\$932.00	\$426.00
48	Before 1/1/02			

1	After 1/1/02 and	\$1,448.00	\$1,012.00	\$512.00
2	Before 1/1/03			
3	After 1/1/03 and	\$1,618.00	\$1,137.00	\$573.00
4	Before 1/1/04			
5	After 1/1/04 and	\$1,717.00	\$1,205.00	\$587.00
6	Before 1/1/05			
7	After 1/1/05 and	\$1,855.00	\$1,300.00	\$636.00
8	Before 1/1/06			
9	After 1/1/06 and	\$1,906.00	\$1,332.00	\$652.00
10	Before 1/1/07			
11	After 1/1/07 and	\$1,906.00	\$1,350.00	\$652.00
12	Before 1/1/08			
13				
14	After 1/1/08 and	\$1,955.00	\$1,385.00	\$671.00
15	Before 1/1/09			
16	After 1/1/09 and	\$2,030.92	\$1,439.16	\$697.54
17	Before 1/1/10			
18	After 1/1/10 and	\$2,216.00	\$1,570.00	\$761.00
19	Before 1/1/11			
20	After 1/1/11 and	\$2,216.00	\$1,570.00	\$761.00
21	Before 2/29/12			
22	After 3/1/12 and	\$2,096.00	\$1,432.00	\$730.00
23	Before 2/28/13			
24	After 3/1/13 and	\$2,050.00	\$1,401.00	\$714.00
25	Before 2/28/14			
26	After 3/1/14 and	TBA	TBA	TBA
27	Before 2/28/15			
28				

29 (3B) Effective January 1, 1986, a retiring employee may elect to participate in the
30 health insurance program through payment of fifty percent (50%) of the
31 prescribed premium until he/she and the employee's spouse reach age 65.

32 This is an irrevocable decision which will be made at the time of retirement.

33 (4) ~~Effective January 1, 1995, under the terms and conditions specified herein, the~~
34 ~~City will pay a fixed sum in an amount to be specified toward the City's health~~
35 ~~insurance premium cost excluding the premium sharing cited in Sections 1 (A)(1),~~
36 ~~1 (A)(2), 1 (A)(3), 1 (A)(4), and 1 (A)(5) above during the remaining period of~~
37 ~~the labor agreement for hospital and surgical care insurance and the applicable~~
38 ~~premium for major medical coverage for all retirees who have attained the age of~~
39 ~~50 and who retire subsequent to January 1, 1995.~~

1 (B) ~~After a retiree and spouse are covered under Medicare, the City will pay one-half (1/2) of~~
2 ~~the premium of insurance for hospital and surgical care not covered by Medicare and the~~
3 ~~full premium for major medical coverage, under the City's "Medicare carve-out" policy.~~
4 ~~The retiree and spouse shall pay any balance of unpaid premium, and failure to do so will~~
5 ~~terminate the City's premium obligation.~~

6 SECTION 3. The City's safety eyeglass program shall continue in effect.

7 SECTION 4. Employees shall be covered for life insurance under the State of Wisconsin Life
8 Insurance Program in accordance with Section 40.70 through 40.74, Wisconsin Statutes. The
9 City shall pay one hundred percent (100%) of the employee life insurance premium under the
10 City's existing Wisconsin Group Life Insurance Program for each employee enrolled.

11 SECTION 5.

12 (A) Effective January 1, 1981, employees within the bargaining unit shall be covered for
13 dental insurance under the dental insurance program established for employees within the
14 managerial, supervisory, confidential and professional service of the City of West Allis,
15 pursuant to City Resolution No. 19987, July 1, 1980.

16 (B) The City shall pay one hundred percent (100%) of the premium for Dental Insurance ~~for~~
17 ~~the term of this Agreement~~ effective January 1, 2015 through December 31, 2017.

18 SECTION 6. By December 1 of each year the bargaining unit shall notify the City in writing
19 which Hospital/Surgical Care Division the bargaining unit shall participate in. (Note: Division
20 represents a group within a Health Plan. For example, the "WAPPA Division" or "Non-Represented/Elected
21 Officials Division" of the PPO Plan.) (See proviso set forth in the January 1, 2015 to December 31, 2017, Summary
22 of Negotiated Settlement, at 5.b.)