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Chairperson
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Commissioner
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Commissioner



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State of Wisconsin
Wisconsin Employment Relations Commission

April 24, 2001

The Honorable John O. Norquist
Mayor
City of Milwaukee
200 East Wells Street
Milwaukee, WI 53202

Re: City of Milwaukee
Case 478 No. 59880 MP-3731

Dear Mayor Norquist:

Enclosed is a copy of a complaint filed on April 20, 2001 by Milwaukee District Council 48, AFSCME, AFL-CIO alleging that the City of Milwaukee has committed prohibited practices within the meaning of the Municipal Employment Relations Act.

William C. Houlihan, a member of the Commission's staff, will contact you or your representative and the Complainant in the near future to ask whether the parties are willing to participate in settlement discussions. Any settlement discussions will be held in strict confidence and thus will not be communicated to the Examiner who would be assigned to hear and decide the case if settlement does not occur or to the Commissioners who review any Examiner decision.

The parties have a right to a hearing within 40 days of the filing of the complaint. If you or the Complainant do not wish to have settlement discussions delay the scheduling of a hearing, you or the Complainant should write me and ask that a hearing be scheduled. If I do not receive such a written request, it will be assumed that all parties agree that a hearing should not be scheduled until settlement efforts have ended.

Very truly yours,

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Peter G. Davis
General Counsel

PGD/rb
042401

Enclosure

cc: Mr. Alvin R. Ugent, Podell, Ugent, Haney & Miszewski, S.C. (no enclosure)
Mr. Frank H. Forbes, Labor Negotiator, City of Milwaukee (with enclosure)

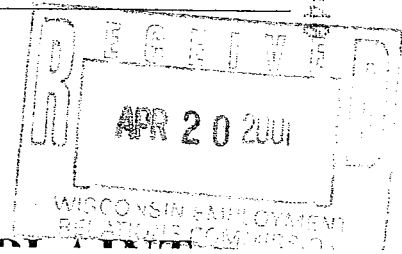
STATE OF WISCONSIN
WISCONSIN EMPLOYMENT RELATIONS COMMISSION

COPY

APR 25 10 04 AM '01

MILWAUKEE DISTRICT COUNCIL 48, AFSCME,
AFL-CIO,

Complainant,



v.

Milwaukee, City of

Milwaukee, WI

Filed: 4/20/01

Case #: 478

No: 59880

MP-3731

CITY OF MILWAUKEE,

Respondent.

-
- A. The complainant is: Milwaukee District Council 48, AFSCME, AFL-CIO, 3427 W. St. Paul Ave., Milwaukee, WI 53208. (hereinafter referred to as the UNION) The Executive Director of this labor union is Richard Abelson and his telephone number is (414) 344-6868.
- B. The respondent is: City of Milwaukee, a municipal corporation, 200 East Wells St. Milwaukee, WI 53202. (hereinafter referred to as the CITY) The Chief Labor Negotiator for the City is Frank H. Forbes and his telephone number is (414) 475-8280.
- C. The Union and the City have been involved in negotiations in an effort to reach an agreement over wages, hours and working conditions for the City and for the employees represented by the Union. After many days and hours of negotiations, the two parties have reached a Memorandum of Understanding, copy of same attached hereto and made a part hereof. This agreement was ratified by the Union on March 19, 2001 and remains to be ratified by the City of Milwaukee, Common Council.

D. That said Memorandum of Agreement, in part, provides that:

Effective January 1, 2002, registered domestic partners of eligible City employees if registered as such by the City Clerk as provided under Chapter 111 of the Milwaukee Code of Ordinances shall be eligible to be covered under the employee's health and dental insurance. An employee who elects coverage for his or her domestic partner must be enrolled in the same plan.

E. Since the time said Memorandum of Understanding was agreed to by the City and the Union, and since the agreement was ratified by the Union, the City of Milwaukee through certain aldermen and others have been engaging in acts to delay consideration of the agreement and to undermine the agreement by trying to arouse public opinion and the common council to vote against ratification of said agreement because it provides health and dental insurance for same sex domestic partners. Certain aldermen have been issuing statements and asking for legal opinions in an effort to ridicule and condemn the Memorandum of Understanding because it provides benefits as shown above.

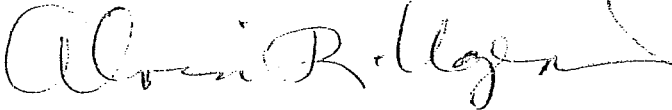
F. The actions of the City by certain of its representatives violated Wis. Stat. 111.70(3)(a)(4) and constitutes a prohibited practice. The City bargained in bad faith when it made its proposals to the Union at the bargaining table and after the union accepted the agreement and ratified such tentative agreement, the City through some of its representatives are engaging in acts and conduct to cause delay of the consideration of the agreement and to cause rejection of the agreement entered into by the City.

G. The complainant seeks execution of the collective bargaining agreement and an order to the City directing it to cease and desist engaging in prohibited practices and for all damages, reasonable attorney fees and interest on money owed employees for retroactive wages not received as the result of the delay in the execution of the

agreement and any other relief as may be deemed appropriate. Further, the complainant demands that the City be ordered to post a notice on all employee bulletin boards admitting that it has engaged in Prohibited Practices and that it will never do so again in the future.

Dated this 17th day of April, 2001.

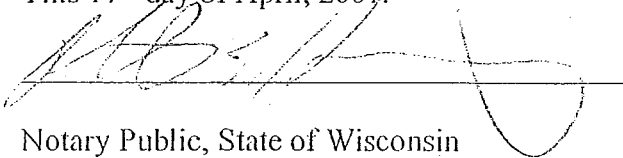
PODELL, UGENT & HANEY S.C.



Alvin R. Ugent
SBN- 1006758
Attorneys for Complainant
611 N. Broadway
Milwaukee, WI 53202
414 271-5655
414 271-6339 FAX

Subscribed and sworn to before me

This 17th day of April, 2001.



Notary Public, State of Wisconsin

My commission is permanent.

Richard Nelson



Department of Employee Relations
March 29, 2001

John O. Norquist
Mayor
Jeffrey Hansen
Director
Florence Dukes
Deputy Director
Frank Forbes
Labor Negotiator
Michael Brady
Employee Benefits Manager

To The Honorable
The Committee on Finance
and Personnel
Common Council
City of Milwaukee

Dear Committee Members:

Re: Common Council File 000982

Agreement on a Memorandum of Understanding has been reached between the City Negotiating Team and Milwaukee District Council #48, AFSCME, AFL-CIO. The Memorandum of Understanding covers wages, hours and conditions of employment for the period commencing January 1, 2001 through December 31, 2002.

Copies of the Memorandum of Understanding, a resolution approving it, a summary of its provisions, a fiscal note and a notice of ratification from the Union are attached.

It is recommended that the attached resolution be approved.

Sincerely,

FRANK H. FORBES
City Labor Negotiator

Attachments

PHP:EMP/01
000982.ppt
labr/48

..Number
000982
..Version
SUBSTITUTE 1
..Reference

..Sponsor
THE CHAIR
..Title

Substitute resolution approving, ratifying and confirming a memorandum of understanding between the City Negotiating Team and Milwaukee District Council 48, AFSCME, AFL-CIO for the period of January 1, 2001 to December 31, 2002.

..Analysis

The purpose of this resolution is to confer common council approval, ratification and confirmation on a memorandum of understanding between the City of Milwaukee Negotiating Team and Milwaukee District Council 48, AFSCME, AFL-CIO covering wages, hours and conditions of employment for the time period commencing January 1, 2001 and ending December 31, 2002.

..Body

Whereas, The total agreement between the City Negotiating Team and Milwaukee District Council 48, AFSCME, AFL-CIO for the period commencing January 1, 2001 through December 31, 2002 has been reduced to writing; and

Whereas, The memorandum of understanding embodying the agreements reached by the parties to such negotiations, copies of which are attached to Common Council File No. 000982 and incorporated herein as though fully set forth at length, was executed subject to ratification by the Common Council; and

Whereas, The union membership has ratified the memoranda of understanding a copy of a letter to that effect is attached to Common Council File No. 000982 and incorporated herein as though fully set forth at length; now, therefore, be it

Resolved, By the common council of the City of Milwaukee, that the agreement between the City of Milwaukee Negotiating Team and Milwaukee District Council 48, AFSCME, AFL-CIO be approved; and be it

Further Resolved, That the City of Milwaukee Negotiating Team is hereby authorized and directed to reduce the agreement to a formal contract between the union and the city; and be it

Further Resolved, That the proper city officials are hereby authorized and directed to execute a formal contract between the City of Milwaukee and Milwaukee District Council 48, AFSCME, AFL-CIO which reflects the terms of the agreement; and be it

Further Resolved, That the proper city officials are hereby authorized and directed to take the necessary action or to make the necessary recommendations to the common council or the appropriate committees or boards to implement the terms of this agreement; and be it

Further Resolved, That such sums as are necessary for the implementation of the aforementioned labor contract in accordance with its terms and conditions be obtained for and charged to the appropriate departmental budget accounts in accordance with the customary reporting and accounting requirements.

..Requester:
Department of Employee Relations
..Drafter:
FF:EFS:ar
000982res.rtf
03/29/01

**Summary of Wage and Fringe Benefit Modifications in the Tentative Agreement
Between the City of Milwaukee and
Milwaukee District Council 48, AFSCME, AFL-CIO
2001-2002**

1. **Duration, Article 1:** Two years: January 1, 2001 through December 31, 2002.
2. **Base Salary, Article 19:**
 - a. **Effective Pay Period 1, 2001**, a 2.5% across the board increase over Pay Period 26, 2000 wage rates. **Effective Pay Period 1, 2002**, a 3.0% across the board increase over Pay Period 26, 2001 wage rates.
 - b. **Under section 19.5, Retroactive wage payments**, "1999-2000" shall be changed to "this".
3. **Health Insurance, Article 42:**
 - a. **Under subsection 42.3.a.(1)(a)**, effective January 1, 2002, for those employees enrolled in the **Basic Plan**, the employee contribution shall be increased from \$40 to \$50 per month for single enrollment and from \$80 to \$100 per month for family enrollment. (Note: the deduction for January 2002 is deducted from employee's December, 2001 paycheck.)
 - b. **Effective January 1, 2002** for employees enrolled in the Basic Plan, the Major Medical lifetime maximum shall be increased from \$250,000 to \$500,000.
 - c. **Effective January 1, 2002**, registered domestic partners of eligible City employees if registered as such by the City Clerk as provided under Chapter 111 of the Milwaukee Code of Ordinances shall be eligible to be covered under the employee's health and dental insurance. An employee who elects coverage for his or her domestic partner must be enrolled in the same plan.
4. **Shift and Weekend Differential, Article 22:**

Effective the next pay period following the execution date of this Agreement, the shift, weekend and holiday differentials shall be increased by five cents per hour to the following new rates:

 - 2nd shift Differential: \$0.40 cents per hour
 - 3rd shift Differential: \$0.45 cents per hour
 - Saturday Differential: \$0.50 cents per hour
 - Sunday and Holiday Differential: \$0.60 cents per hour
5. **Safety Shoe Allowance, Article 29:**
 - a. **Effective calendar year 2002**, the safety shoe reimbursement as provided under section 29.7 shall be increased from up to \$105 to up to \$115 per calendar year.
 - b. **Department of Public Works, Forestry Division.** Effective calendar year 2001, the safety shoe reimbursement for Urban Forestry Trainees, Urban Forestry Specialists and Urban Forestry Crew Leaders employed in the Department of Public Works, Forestry Division,

shall be increased from up to \$120 to up to \$130 in lieu of the reimbursement under Article 29.7. This additional amount is in recognition of their special working conditions. Effective calendar year 2001, employees in the classification of Urban Forestry Laborers shall be eligible for the up to \$130 reimbursement in lieu of the reimbursement under Article 29.7.

- c. Department of Public Works, Forestry Division. Effective the next pay period following the execution date of this Agreement, eligible employees in the Department of Public Works, Forestry Division, may apply the purchase of up to two pairs of safety shoes per calendar year towards the safety shoe allowance reimbursement provided that the shoes are purchased at the same time.
6. ~~Tuition~~ and Textbook Reimbursement, Article 30:

- a. Effective calendar year 2002, increase the maximum reimbursement of tuition, laboratory fees and required textbooks for approved courses of study from "up to \$900 "to "up to \$1,000" per calendar year.
- b. Effective calendar year 2001, add the classification of Graphic Designer in the ~~Milwaukee Public Library~~ and the classifications of Urban Forestry Specialist, Urban Forestry Crew Leaders and Urban Forestry Technicians in the ~~Department of Public Works, Forestry Division~~ to provision under Section 30.4 that allows employees in those classifications to use up to \$100 per year of annual Tuition and Textbook Reimbursement to pay for membership in job-related professional organizations according to guidelines established by the Department of Employee Relations. Effective calendar year 2002, for employees in the classifications of Property Appraiser and Senior Property Appraiser in the ~~Assessor's Office~~, the maximum amount of annual Tuition and Textbook Reimbursement that may be used to pay for membership in job-related professional organizations shall be increased from \$100 to \$120 per calendar year.

7. ~~Sick Leave~~, Article 31:

~~Continue~~ Sick Leave Control Incentive Program until Pay Period 26, 2002.

8. ~~Vacations~~, Article 34:

Effective in fiscal year 2001, an employee shall earn vacation time in the following manner from his/her last anniversary date:

- a. One (1) day per month, with a maximum of 10 days per calendar year for employees with less than 5 years' creditable service. (Currently less than 7 years of creditable service).
- b. One and one-half (1.5) days per month with a maximum of 15 days per calendar year for employees with at least 5 but less than 10 years of creditable service. (Currently with at least 7 but less than 12 years of creditable service.)
- c. Two (2) days per month with a maximum of 20 days per calendar year for employees with at least 10 but less than 17 years of creditable service. (Currently with at least 12 but less than 18 years of creditable service.)

- d. Two and one-half (2.5) days per month with a maximum of 25 days per calendar year for employees with at least 17 but less than 25 years of creditable service. (Currently at least 18 years of service.)
- e. Two and eight-tenths (2.8) days per month with a maximum of 28 days per calendar year for employees with at least 25 years of creditable service. (New)

9. ~~Family~~ Leave, Article 40:

Effective calendar year 2002, registered domestic partners of City employees if registered as such by the City Clerk as provided under Chapter 111 of the Milwaukee Code of Ordinances shall be included in "immediate family" definition under subsection 40.1.b. of the Agreement.

10. Joint Labor Management Committee on Sick Leave Usage/Terminal Leave, Article 13

Establish Advisory Joint Labor Management Committee to discuss issue of sick leave usage and terminal leave. The Committee's recommendations may be implemented during the term of this Agreement.

11. Grievance Procedure, Article 16

~~Section 16.7.~~ Step Four. Effective with all grievances the Union advances to Step Four after the execution date of this Agreement, Step Four shall be modified to include time limits. Section 16.7 shall be replaced with the following language.

If the answer of the Department Head or his/her designee upon a matter which can be submitted to final and binding arbitration is unsatisfactory to the Union, and the Union advances the grievance to arbitration, it shall be reviewed at a meeting between the Labor Negotiator and the Director of the Union or their designees within 20 working days of the receipt of the letter from the Union to the City Labor Negotiator advancing the grievance to arbitration. The designated participants in the meeting shall be empowered to settle the grievance and no step in the arbitration process shall occur until such meeting has occurred or the parties by written agreement have waived such meeting. The City Labor Negotiator or his/her designee shall notify the Union of its decision in writing within 10 working days from the date of such meeting. If the Union has not received notification from the City Labor Negotiator within 10 working days from the date of such meeting, the City's third step disposition shall be considered to be upheld by the City Labor Negotiator and the Union may proceed with the arbitration process.

12. Overtime, Article 21:

Health Department. Effective the next pay period following the execution date of this Agreement, add the classifications of Office Assistants assigned to the STD Clinic in the Health Department to the classifications under subsection 21.4.b. (4)(d) that provides that the Commissioner-Health may authorize cash overtime at the rate of one and one-half (1.5) times the actual overtime hours worked.

13. ~~Special~~ Pay Practices, Article 25

a. ~~Reallocations~~

- (1) Milwaukee Public Library. Effective the next pay period following the execution date of this Agreement, reallocate the classification of Library Circulation Assistant II in the Milwaukee Public Library from Pay Range 415 to Pay Range 424.
- (2) Department of Public Works, Infrastructure Division. Effective the next pay period following the execution date of this Agreement, reallocate the classification of Inspection Specialist in the Infrastructure Division of the Department of Public Works from Pay Range 535 to Pay Range 540, including eligibility for the same M-steps with the same criteria needed for advancement to an M step as employees in the classification of Public Works Inspector II.

b. ~~Reclassifications~~

- (1) Department of Public Works, Infrastructure Division. Effective the next pay period following the execution date of this Agreement, reclassify the classification of Sewer Crew Leader III, Pay Range 252, employed in the Infrastructure Division of the Department of Public Works to the classification of Sewer Repair Crew Leader, Pay Range 265.
- (2) Department of Neighborhood Services. Effective the next pay period following the execution date of this Agreement, reclassify the classification of Environmental Enforcement Officer II, Pay Range 541 in the Department of Neighborhood Services to the classification of Building Code Enforcement Inspector, Pay Range 553.
- (3) Health Department. Effective the next pay period following the execution date of this Agreement, reclassify one position in the classification of Health Interpreter Aide, Pay Range 300, assigned to Medical Assistance Outreach in the Health Department, to the new classification of Health Access Interpreter, Pay Range 410.
- (4) Department of Public Works, Infrastructure Division. Effective the next pay period following the execution date of this Agreement, reclassify two positions of Laborer (Electrical Services) that are assigned to the pole rig in the Infrastructure Division of the Department of Public Works, from Laborer (Electrical Services), Pay Range 230, to Special Laborer (Electrical Services), PR 245.

c. ~~Classification Studies~~

- (1) Milwaukee Public Library. As soon as practicable after the execution date of this Agreement, the City will conduct a classification study of the classifications of Librarian I, II, III and IV employed in the Milwaukee Public Library to determine the appropriate rate of pay for those classifications.
- (2) Health Department. As soon as practicable after the execution date of this Agreement, the City will conduct a classification study of the classification of Environmental Hygienists employed in the Health Department to determine the appropriate rates of pay and proper classification.

- (3) Police Department. As soon as practicable after the execution date of this Agreement, the City will conduct a classification study of the classification of Heating and Ventilating Mechanics employed in the Police Department to determine the appropriate rates of pay and structure for these classifications.
- d. Continue the Pilot Office Support Continuing Education Incentive Program until December 31, 2002.
- e. Department of Public Works, Administration Division. Effective the next pay period following the execution date of this Agreement, an Office Assistant II (Pay Range 410), Office Assistant III (Pay Range 425), Accounting Assistant I (Pay Range 435) or Clerk II (Field) (Pay Range 430) assigned to perform the full scope of duties of Tow Lot Attendant for a full shift or assigned to perform the duties of Tow Lot Attendant outside their regularly scheduled shift on an overtime basis shall be rolled up to Tow Lot Attendant, Pay Range 220 for that time period.
- f. Milwaukee Public Library. Effective the next pay period following the execution date of this Agreement, one position of Custodial Worker II-City Laborer, Pay Range 215, employed in the Milwaukee Public Library and permanently assigned to the dock shall be eligible for an additional sixth step with the biweekly rate of \$1,242.59 (2001 rate).
- g. Milwaukee Public Library. Effective the next pay period following the execution date of this Agreement, a ninth pay step shall be added to Pay Range 406 for the classification of Library Circulation Assistant I. The new ninth step shall be \$1,095.30 biweekly (2001 rate).
- h. Milwaukee Public Library. Effective the next pay period following the execution date of this Agreement, recruitment may be up to the third pay step of the Pay Range for individuals in the Librarian III classification (Pay Range 557).
- i. Municipal Court. Effective the next pay period following the execution date of this Agreement, the classification of Municipal Court Clerk II employed in the Municipal Court shall be eligible to receive an additional \$0.50 an hour while performing interpreter duties for court proceedings from Spanish to English and vice versa. This amount is pensionable.
- j. Department of Public Works, Infrastructure Division. Effective the next pay period following the execution date of this Agreement, the additional pay that an employee in the classification of Public Works Inspector I or II in the Infrastructure Division of the Department of Public Works while assigned as the "Resident (Lead) Inspector" to a state funded project for time in excess of eight hours during a pay period receives shall be increased from \$40 biweekly to \$80 biweekly. (Pay Ranges 535 and 540)
- k. Department of Public Works, Infrastructure Division. Effective the next pay period following the execution date of this Agreement, a Public Works Inspector II in the Infrastructure Division, who is trained and capable of performing all the duties of a Water Construction Coordinator and who is assigned to perform the full range of the duties of a Water Construction Coordinator for time in excess of eight hours during a pay period shall receive an additional forty (\$40) biweekly during that pay period. When such inspector is assigned for a least 8 hours on both the last and first work days of

consecutive pay periods, he or she shall receive an additional forty dollars biweekly for one pay period. A Public Works Inspector II shall not be entitled to more than one forty dollar payment per pay period. Such payment shall be used in determination of overtime compensation and shall be pensionable.

l. Department of Public Works, Buildings and Fleet Division. Effective the next pay period following the execution date of this Agreement, an employee in the classification of Special Equipment Operator, Pay Range 258, while assigned as the utility person shall receive an additional 50 cents per hour. This additional amount is pensionable.

m. Department of Public Works, Buildings and Fleet Division. Effective the next pay period following the execution date of this Agreement, employees in the classification of Field Service Mechanic, Pay Range 270, shall be eligible for a special sixth step of \$1602.23 biweekly (2001 rate) if one of the following criteria is met:

- (1) Employees who were appointed to the Field Service Mechanic classification prior to June 1, 1989; or
- (2) Employees who obtain and maintain at all times Master Automobile Technician ASE certification and have completed one year of service at the fifth step; or
- (3) Employees who obtain and maintain at all times Master Medium/Heavy Truck Technician ASE certification and have completed one year of service at the fifth step; or
- (4) Employees who obtain and maintain at all times ASE certification in four (4) Medium/Heavy Truck areas, including Diesel Engines and Brakes and four Automobile areas, including Engine Performance and Brakes and who have completed one year of service at the fifth step.

n. Department of Public Works, Buildings and Fleet Division. Effective the next pay period following the execution date of this Agreement, compensation of 1.5 times overtime shall be granted to an employee in the classification of Heating and Ventilating Mechanic employed in the Buildings and Fleet Division if he or she is on a telephone call requiring feedback by telephone or computer that extends at least six minutes or more in duration during non-working hours contingent on adequate documentation of the phone call.

o. Department of Public Works, Infrastructure Division. Effective the next pay period following the execution date of this Agreement, employees in the classification of Public Works Inspector II, Pay Range 540 shall be eligible for the following two additional M-steps above the current M step provided that the following criteria is met:

<u>M-step</u>	<u>Criteria needed</u>
M-step 2: \$1,675.74 (2001rate)	45 credits only or 10 years of service and 25 credits
M-step 3: \$1,726.02 (2001rate)	60 credits only or 12 years of service and 40 credits

In determining whether an employee is eligible for an "M" step as specified above the City shall use the criteria option of credits only or a combination of credits and years of service that is most beneficial to the employee.

Years of service shall mean years of service with the City.

Credits allowed to meet the criteria for M-step advancement to M-steps 1, 2 or 3 shall be as follows:

- Engineering related- credits obtained in the engineering curriculum of any college or university accredited by the North Central association of Colleges and Secondary Schools or credits obtained in college-level engineering technology courses in two-year associate degree programs at technical colleges, junior colleges and institutes.
- Non-engineering related- credits obtained from any college, university or institute accredited by the North Central Association of Colleges and Secondary Schools.
- Of the total credits needed, a minimum number of credits must be engineering - related (E) as specified below. In addition, the following minimum number of credits (cr) must be in either job related (J) or engineering related courses as specified below. The remainder of total credits may be in (O) other college courses or additional engineering-related or job-related courses.

M step	Credits Only	Credits and Experience
M-1	21 cr. - E 3 cr.- J or E 6 cr. - O, J or E 30 credits total	9 cr. - E 2 cr.- J or E 4 cr.- O, J or E 15 credits total
M-2	28 cr. -E 6 cr. - J or E 11 cr.- O, J or E 45 credits total	15 cr.- E 4 cr. - J or E 6 cr. - O, J or E 25 credits total
M-3	36 cre E 9 cr- J or E 15 cr. O, J or E	24 cr. -E 5 cr. - J or E 10 cr. O, J or E

- p. Effective the next pay period following the execution date of this Agreement, individuals in the Public Works Inspector II classification as of Pay Period 17, 1990 and who are at the first "M-step" of the Public Works Inspector pay range shall advance to the second "M-step".
- q. The following sections of Article 25 of the 1999-2000 labor agreement shall be eliminated: 25.16, 25.36, 25.39 and 25.50.

14. Automobile Allowance, Article 27

- a. Effective the next month following the execution date of this Agreement, employees employed in the Health Department in the classifications of Program Assistants assigned to the Keenan Health Center, the Northwest Health Center or South Side Health Center shall be required to have an automobile available and shall be eligible for the same minimum monthly automobile allowance as provided employees in the classifications of Public Health Educator, Health Education Assistant, Nutritionist and Dietetic Technician. (Eligible employees in those classifications, who drive at least one mile on authorized city business during a calendar month, shall receive a minimum monthly automobile

reimbursement of 175 miles per month as generated by the formula in Appendix B of the labor agreement.)

- b. Effective the next month following the execution date of this Agreement, in lieu of the travel allowance provided in Article 25.11 of the 1999-2000 labor agreement, the City shall reimburse an employee employed in the Department of Public Works, Milwaukee Water Works, in the Meter Reader-Commercial classification who is required to have a private automobile available for use on city business a base amount of \$40 per month. In addition, the City shall reimburse such employee for mileage driven on city business at the rate of twenty cents (20 cents) for monthly miles driven between 1 and 200 miles and twenty-nine (29 cents) for monthly miles driven over 200 miles.

15. ~~Clothing~~ Allowance, Article 28

- a. Department of City Development (Section 28.3). Effective for those employees appointed after the execution date of this Agreement, the initial uniform issue that is provided to newly appointed employees shall be modified as follows: substitute "ten shirts" in place of "three long sleeve shirts, five short sleeve shirts, and two short sleeve summer weight T-shirts" and substitute "one summer jacket with zip out liner" in place of "one lined jacket".
- b. Department of Neighborhood Services (Section 28.6). Effective in calendar year 2001, the clothing cleaning allowance shall be increased from fifty dollars to seventy-five dollars. Under subsection 28.6.a. (2) substitute "one jacket with liner with a department logo on each" in place of "two jackets (one summer, one winter) with a department logo." In addition, the advisory labor management committee shall be dropped. Effective as soon as practicable after the execution date of this Agreement, if the employee elects to have an approved shirt or sweater with a department logo in addition to the clothing items provided by the department, the department shall pay for the cost relating to adding the department logo.
- c. Department of Public Works, Administration Division (Tow Lot) (Subsection 28.9a.). Effective as soon as practicable after the execution date of this Agreement, a hood shall be provided with the initial issue of a winter jacket to Tow Lot Attendants and Field Clerks employed in the Tow Lot of the Administration Division of DPW. In addition, a hood shall also be provided to those current eligible Tow Lot employees who are interested in having a hood with their winter jacket. A winter jacket, which is already being provided to eligible Tow Lot Attendants and Field Clerks shall be added to the initial clothing issue list in the labor agreement.
- d. Department of Public Works, Buildings and Fleet Division: Fleet Section. (subsection 28.10.b). Effective 2001, the City shall provide a clothing allowance of \$110 per year to Field Service Mechanics employed in the Buildings and Fleet Division.
- e. Department of Public Works, Buildings and Fleet Division; Fleet Section (subsection 28.10.d. of the 1999-2000 labor agreement). Effective the next pay period following the execution date of this Agreement, the City shall no longer provide bib type overalls to Bridge Laborers and Bridge Laborer Crew Leaders. In lieu of the overalls, the City shall provide a clothing allowance of \$110 per year to employees in the classification of Bridge Laborer I and II and Bridge Laborer Crew Leaders employed in the Buildings and Fleet Division, Buildings Section.

Department of Public Works, Buildings and Fleet Division; Facilities Management Section (subsection 28.10.f).

- f. Department of Public Works, Infrastructure Division (subsections 28.12.a.b. d. and e of 1999-2000 labor agreement). Effective 2001, for eligible year-round employees employed in the Infrastructure Division, Electrical Services Unit and the Infrastructure Support Services Unit of the Field Operations Section in the Infrastructure Division, the clothing allowance shall be increased from \$90 to \$110 per year. The City shall no longer provide shop coats to employees in the Canal Street Stores in the Field Operations Section or bib overalls to employees in the classifications of Bridge Laborer and Bridge Laborer Crew Leader. They shall receive the clothing allowance in lieu of these clothing items.
- g. Department of Public Works, Milwaukee Water Works (Section 28.13). Effective calendar year 2001, the City shall provide an annual clothing allowance of \$40 per year to the following classifications in the Water Works Division: Water Plant Operator I, II and III, Water Treatment Plant Operator or Senior Water Treatment Plant Operator.

- 16. ~~Side Letter~~. Milwaukee Public Library. Effective as soon as practicable after the execution date of this Agreement, the Department will allow employees a second opportunity within the ~~October~~ through April season to select whether they want overtime worked on Sundays to be compensated in cash or compensatory time off. The Department shall determine the date of this second opportunity. The selection of cash overtime is contingent on cash availability as determined by the Department. The Department retains its right to determine whether overtime will be compensated in cash or compensatory time off. The Department also ~~reserves~~ its right to schedule Sundays as part of the regular workweek.
- 17. ~~Side Letter~~. Department of Public Works, Infrastructure Division. Effective as soon as practicable after the execution date of this Agreement, establish an Advisory Labor Management Committee to study the feasibility of compensatory time off for certain section in the Electrical Services Section of the Infrastructure Division.
- 18. ~~Side Letter~~. Department of City Development. The seniority agreement for vacation selection shall be continued through December 31, 2002.
- 19. The ~~remaining~~ Articles of the 1999-2000 labor agreement shall remain the same, except for non-substantive language updates.