

**Memorandum of Understanding
Between the City of Milwaukee and
Milwaukee District Council 48, AFSCME, AFL-CIO**

The City of Milwaukee (City) and Milwaukee District Council 48, AFSCME, AFL-CIO (Union) agree to the following:

1. This Memorandum of Understanding (MOU) applies only to an employee who temporarily loses his or her Commercial Driver's License (CDL) due to a non-commercial motor vehicle conviction or an off-duty commercial vehicle conviction. For purposes of this MOU a conviction includes all time in which the CDL is administratively suspended. The City reserves its right to discipline or discharge for cause any employee who temporarily or permanently loses his or her CDL due to an on-duty commercial motor vehicle conviction.
2. The City agrees to retain any employee who temporarily loses his or her CDL due to a non-commercial motor vehicle conviction for a cumulative period of time not to exceed one year (defined as any calendar year, which includes years with both 365 and 366 days) and sixty days during the course of their employment with the City. However, in no case shall the City retain any employee who temporarily loses his or her CDL on 3 separate occasions due to a non-commercial motor vehicle conviction.
3. The City agrees to not suspend or terminate any employee who temporarily loses his or her CDL due to a non-commercial motor vehicle conviction for a cumulative period of time not to exceed one year and sixty days during the course of their employment with the City unless the terms and conditions of this agreement are violated by the employee.
4. The Union and the employee agree that an employee who is employed in the Department of Public Works (DPW) must notify the DPW Personnel Administrator of a CDL suspension or revocation in accordance with the DPW work rules and Federal regulations. Other employees required to have a DCL as a condition of employment must notify their department's personnel officer of a CDL suspension or revocation in accordance with their department's work rules and Federal regulations. Failure to provide such notice to the Public Works Personnel Administrator or departmental personnel officer shall lead to a ten-day suspension.
5. The Union and the employee agree that an employee covered by this MOU will temporarily lose the following seniority privileges until such time that the CDL is reinstated.
 - a. The employee shall have no seniority right to any and all overtime. However, any and all overtime worked shall be subject to all appropriate Articles of the Agreement between the parties.
 - b. The employee shall have no right to job selection based on seniority, including the current job he or she selected, unless such job does not have a CDL requirement.

6. The Union and the employee agree that an employee covered by this MOU may be assigned to perform any function that the employee is qualified to perform within the department, regardless of the bargaining unit. The Union agrees that an employee covered by this MOU may require the reassignment of other employee(s) within the division for the duration of the CDL suspension.


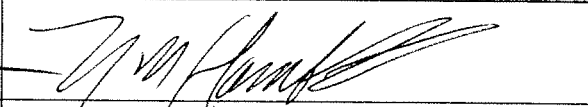
7. The Union and the employee agree that for the duration of the CDL suspension the employee's salary shall be reduced two (2) steps in the pay range they are assigned to on the day the CDL is officially suspended. For example, if the employee was at step number 10 in the pay range, he or she would be reduced to step 8 in the pay range. In no case shall the employee be reduced to an amount that is below the pay range minimum.

8. The Union and the employee agree that an employee who loses his or her CDL for a cumulative period of time greater than one year and sixty days during his or her employment with the City shall be discharged from his or her employment with the City. Any challenge to an action to discharge the employee shall be limited to the issue of whether the employee lost his or her CDL privileges for a cumulative period of time greater than one year and sixty days during his or her employment with the City. The action to discharge shall not be the subject of any challenge.

9. The Union and the employee agree that an employee who permanently loses his or her CDL shall be discharged from his or her employment with the City. Any challenge to an action to discharge the employee shall be limited to the issue of whether the employee permanently lost his or her CDL privileges. The action to discharge shall not be the subject of any challenge.

10. The Union and the City agree this MOU shall sunset 12/31/14, unless both parties agree to extend it.

11. Dated: December 22, 2010.

UNION REPRESENTATIVE	CITY REPRESENTATIVE
	
Richard W. Abelson, Executive Director	Troy M. Hamblin, Labor Negotiator