

**Summary of Wage and Fringe Benefit Modifications in the Agreement Between
City of Milwaukee and
Association of Municipal Attorneys
2001-2002**

1. Duration, Article 1:

Two years: January 1, 2001 through December 31, 2002.

2. 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. The above increases apply to both the minimum and the maximum pay rates of the Assistant City Attorney pay range.

3. Health Insurance, Article 13:

- a. Under subsection 13.3.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 covered by health and dental insurance when any of the city's insurance carriers provide for such coverage provided, however, any employee who desires such coverage must enroll in a program which offers that benefit. (It is understood that registered domestic partners will include same-sex or opposite-sex partners.)

4. Tuition Reimbursement, Bar Dues Payment and Educational Expense, Article 16:

Effective January 1, 2001, change to a combined maximum of \$1,900 (from \$1,800) for two years per employee for tuition reimbursement for calendar years 2001 and 2002.

5. **Vacations, Article 18:**

Effective Pay Period 1, 2001, an employee shall earn vacation time for a fiscal year on a pay period basis in the following manner. The maximum vacation balance an employee can maintain in his/her vacation account is also shown.

- 3.7 hours per pay period for employees who have completed less than 4 years of active service. (*Currently, completed less than 6 years of service*). Maximum vacation balance: 176 hours.
- 5.3 hours per pay period for employees who have completed at least 4 years but less than 9 years of active service. (*Currently, completed at least 6 years but less than 11 years of active service*). Maximum vacation balance: 216 hours.
- 6.8 hours per pay period for employees who have completed at least 9 years but less than 16 years of active service. (*Currently, at least 11 years but less than 17 years of active service*). Maximum vacation balance: 256 hours.
- 8.4 hours per pay period for employees who have completed at least 16 years of active service. (*Currently, completed at least 17 years of active service*). Maximum vacation balance: 296 hours.
- 9.3 hours per pay period for employees who have completed at least 21 years of active service. (*Currently, no provision*). Maximum vacation balance: 320 hours.

Effective Pay Period 1, 2002, an employee shall earn vacation time for a fiscal year on a pay period basis in the following manner. The maximum vacation balance an employee can maintain in his/her vacation account is also shown.

- 3.7 hours per pay period for employees who have completed less than 4 years of active service. (*No change from 2001*). Maximum vacation balance: 176 hours.
- 5.3 hours per pay period for employees who have completed at least 4 years but less than 9 years of active service. (*No change from 2001*). Maximum vacation balance: 216 hours.
- 6.8 hours per pay period for employees who have completed at least 9 years but less than 14 years of active service. (*In 2001, completed at least 9 years but less than 16 years of active service*). Maximum vacation balance: 256 hours.
- 8.4 hours per pay period for employees who have completed at least 14 years of active service. (*In 2001, completed at least 16 years of active service*). Maximum vacation balance: 296 hours.
- 9.9 hours per pay period for employees who have completed at least 21 years of active service. (*In 2001, 9.3 hours per pay period*). Maximum vacation balance: 336 hours.

6. Sick Leave Control Incentive Leave, Article 20:

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

7. Funeral Leave, Article 24:

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 section 24.1.b.

8. Seniority for Layoff Purposes, New Article 28:

Add new Article 28 (see attached) concerning seniority for layoff purposes, and renumber the subsequent articles accordingly.

9. Side Letter: Adjustment of an employee's merit increase for 2001 will be 2.5% times the Pay Period 01, 2001 biweekly merit increase. The generation and distribution of merit increases for Pay Period 01, 2003 and beyond will be based on the 2002 minimum and maximum pay rates during the contract hiatus.

Article 28

SENIORITY FOR LAYOFF PURPOSES

1. Definition

- a. Seniority for layoff purposes is defined as the relative status of an employee based upon his/her regular appointment date in the job classification of Assistant City Attorney represented by the Union within the Office of City Attorney.
- b. A bargaining unit employee who accepts a promotion into a management or supervisory position within the Office of City Attorney shall retain his/her classification seniority, and shall not accumulate seniority while holding a management or supervisory position.

2. a. Upon a reduction in supervisory and/or managerial positions, the supervisory or managerial employee affected may be returned to a job title he/she previously held in the bargaining unit but shall not displace any employee within the bargaining unit.

- b. Subject to paragraph 5 below, upon displacement from a supervisory or managerial position, the displaced supervisory or managerial employee shall be returned to a job title he/she previously held in the bargaining unit and shall displace the least senior employee within the bargaining unit if the returning employee has more seniority.

3. If the City reduces its work force involving bargaining unit personnel, it shall give the Union at least four weeks notice prior to the effective date of the layoff of the initially affected employee. The City and the Union shall meet within three working days of the notice to discuss layoffs. The City, at this meeting, shall provide the Union with a current seniority list of the department.

4. When layoffs are occasioned by emergency or Act of God, or when the duration thereof is not expected to exceed (30) working days, the foregoing provisions regarding notice and the rules hereinafter set forth shall not apply. In such cases, the City shall notify the Union of the situation and shall meet with the Union within three working days to fully apprise it of its reasons for layoff and the expected duration thereof.
5. Unless there is a written finding of necessity made by the City Attorney and delivered to the Union, the order of layoff shall be inversely related to seniority of bargaining unit members in the job classification of Assistant City Attorney. A finding of necessity shall be dated and shall identify by name not more than five members of the bargaining unit whose services are deemed by the City Attorney essential to the efficient functioning of the City Attorney's office because of their unique skills or experience or because of their critical involvement in complex ongoing assignments. Bargaining unit members identified in the finding shall be exempt from seniority-based layoff. If the City Attorney has signed and delivered to the Association more than one finding of necessity, the most recent dated finding of necessity shall control. A finding of necessity made by the City Attorney shall be entitled to substantial deference and in order to be reversed by grievance arbitration shall require the Union to demonstrate by clear and convincing evidence that the finding is not within the criteria set out above. Notwithstanding the preceding sentence, a finding of necessity made and delivered to the Union by the City Attorney holding office on January 1, 2001 shall be conclusive and shall not be subject to review in any proceeding authorized under this agreement or Chapter 111.70 of the State Statutes.

6. Seniority shall be broken if an employee:
 - a. Retires;
 - b. Resigns from City employment;
 - c. Is discharged for just cause;
 - d. Is terminated during his/her initial probationary period;
 - e. Is not recalled from a layoff for a period of three (3) years;
 - f. Is recalled from a layoff and does not report for work within three (3) calendar weeks;
 - g. Does not return at the expiration of a leave of absence;
 - h. Accepts a position outside the bargaining unit, except as provided in 1b, above.
7. Recall of a laid-off employee shall be by application of seniority in the job classification of Assistant City Attorney in reverse order of layoff.
8. Employees having the same starting date shall have their seniority status determined as follows:
 - a. If said employees' names appear on a single eligible list for the affected job, then their relative seniority status shall be determined by their rank on the eligible list.
 - b. If rank on an eligible list is not determinative, relative seniority status shall be determined by lot at the Division of Labor Relations with a Union member present.