



Department of Employee Relations
July 24, 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 010338

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

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**Summary of Wage and Fringe Benefit Modifications in the Tentative Agreement Between
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 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. **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 calendar year 2001 and 2002 for required safety shoes 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 2001, 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 22 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 22 years of creditable service. (*New*)
- f. Effective fiscal year 2002, in lieu of c, above: Two (2) days per month with a maximum of 20 days per calendar year for employees with at least 10 but less than 15 years of creditable service. (*In 2001, was but less than 17 years of service.*)
- g. Effective fiscal year 2002, in lieu of d., above: Two and one-half (2.5) days per month with a maximum of 25 days per calendar year for employees with at least 15 years but less than 22 years of creditable service. (*In 2001, was at least 17 years of service.*)
- h. Effective in fiscal year 2002, in lieu of e., above: Three days per month with a maximum of 30 days per calendar year for employees with at least 22 years of creditable service. (*In 2001, was 28 days instead of 6 weeks.*)

9. Funeral 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 section 40.1.b.

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) This amount is pensionable.

- 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, Infrastructure Division. Effective the next pay period following the execution date of this Agreement, the past practice of Public Works Inspectors job assignments made by seniority as per the 4-1-80 guidelines shall be eliminated and 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 1 under the following conditions:

Employees who complete at least one year of service in the fifth step of PR 540 shall advance annually in the following PR 540 "M" steps on their anniversary, provided they meet the following criteria:

| <u>M-step</u> | <u>Criteria needed</u> |
|----------------------------------|---|
| M-step 1: \$1,626.93 (2001 rate) | 30 credits only or 8 years of service and 15 credits. |
| 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 |

- o. 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".
- p. 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.)

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". The one winter parka remains the same.
- 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 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. 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.
- 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; Facilities Management 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.

- 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. For such employees who work at least 6 pay periods but less than 13 pay periods in a fiscal year, the clothing allowance shall remain at \$55 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 III, Water Plant Operator in Charge, 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.