



Department of Employee Relations

February 14, 2005

**Tom Barrett**  
Mayor

**Maria Monteagudo**  
Director

**David Heard**  
Fire and Police Commission  
Executive Director

**Michael Brady**  
Employee Benefits Director

**David Kwiatkowski**  
Labor Negotiator

John Whitman  
President  
ALEASP  
5232 West Oklahoma Avenue  
Milwaukee, WI 53219


RE: Grievance procedure for ALEASP-represented employees in DPW

Dear Mr. Whitman:

This is to confirm our agreement regarding the grievance procedure for employees who are represented by ALEASP and who work in the Department of Public Works Parking Enforcement Section. The City and the Association agree that effective upon execution of the 2004-2006 Agreement, the parties shall follow the procedure stated in the attached Appendix A for all new grievances initiated on and after the execution date of the 2004-2006 Agreement. Grievances initiated before the execution date shall follow the procedure that was in effect prior to the execution date of the 2004-2006 Agreement.

Sincerely,

  
David Kwiatkowski  
Labor Negotiator

  
John Whitman, President

Enclosure

Bnk Hrs & Grev Process ltr  
labr/alea-clc

Appendix A  
City-ALEASP Side Letter Regarding  
Grievance Procedure for ALEASP-represented employees in DPW  
February 14, 2005

1. Grievance Procedure

- a. The Grievance Procedure hereunder shall apply only to differences involving the interpretation, application or enforcement of the economic provisions of this Agreement during the probationary period of newly appointed City employees.
- b. Grievances
  - (1) Only differences involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions set forth below; and any dispute with respect to the reasonableness of a work rule involving matters primarily related to wages, hours and conditions of employment may be subject to final and binding arbitration and in such cases the arbitrator's decision shall be strictly limited to a determination of reasonableness; except that such differences involving the following matters shall not constitute a grievance hereunder:
    - (a) Discharge or discipline of a probationary employee.
    - (b) Obligations of the City under Chapter 65, Wisconsin Statutes.
    - (c) Interpretation, application, enforcement or administration of any matter involving the City pension systems, including the pension benefits provided by such systems and their administration.

- (d) Approval of medical (or dental) claims filed by an employee, or medical (or dental) claims filed by an employee on behalf of his/her dependents.
- (2) The Articles of this Agreement entitled: MANAGEMENT RIGHTS AND SUBORDINATE TO LEGISLATIVE AUTHORITY are intended to recognize the rights of the City, the Commissioner of the Department of Public Works and the City Service Commission and their responsibilities to the public. These Articles do not grant to the Association or its members any rights that may provide the basis for a grievance under the provisions of the GRIEVANCE AND ARBITRATION PROCEDURE.
- c. The Grievance Procedure provided herein shall be the exclusive remedy for the employee.
  - d. Grievances over discipline shall be initiated at the level of the Grievance Procedure immediately above the level of the chain of command at which the discipline was administered, except that in cases of discipline administered by the Commissioner of Public Works , the grievance shall be initiated at Step 3 of the Grievance Procedure and be reviewed by the Commissioner of Public Works or his or her designee.
  - e. Grievances concerning Life Insurance or Health Insurance benefits, other than claims, shall be initiated at step 4 of the Grievance Procedure and be reviewed by the City Labor Negotiator.
  - f. All grievances and grievance appeals shall be submitted on a form provided by the City. On this form, the Association shall provide the grievant's name, payroll number, work location and the date, time, location, nature of grievance, the specific provisions of this Agreement

that were allegedly violated, description of the incident(s) which gave rise to the grievance and the relief requested.

- g. All appeals of duly filed grievances not submitted by the Association or employee (hereinafter referred to as "member") within the time limit specified shall be termed abandoned grievances and as such shall be considered as being resolved in favor of the City and not subject to provisions of this GRIEVANCE AND ARBITRATION PROCEDURE. By mutual agreement, the parties may waive any of the steps contained in this GRIEVANCE AND ARBITRATION PROCEDURE. With the consent of the Association, the City Labor Negotiator may waive any of the steps contained in this Grievance and Arbitration Procedure for grievances involving economic matters; this waiver provision shall not apply to grievances over matters of Departmental discipline.

h. STEPS IN THE GRIEVANCE PROCEDURE

STEP 1.

The aggrieved member shall first present the grievance orally to the employee's immediate supervisor, either alone or accompanied by an Association representative, within twenty (20) days of the occurrence of the incident.

STEP 2.

If the grievance is not resolved in Step 1., above, the ALEASP Grievance Committee Chairperson, or his/her designee, who shall be a member of the ALEASP bargaining unit or ALEASP Business Representative, may, within fifteen (15) days of the completion of Step 1, appeal the matter to the Division Head or his or her designee. Failure to appeal said decision within said period of time shall constitute a settlement of the grievance. Said appeal shall be in writing and shall be submitted to the Division Head and shall request a meeting with the

Division Head or his or her designee to consider the decision of the immediate supervisor. The Division Head or his or her designee and ALEASP Grievance Committee Chairperson, or his/her designee, who shall be a member of the ALEASP bargaining unit or ALEASP Business Representative, shall meet at a mutually agreeable time. The grievant shall be entitled to be present at such appeal meeting and shall have the right to be represented by the Grievance Committee Chairperson, or his/her designee who shall be a member of the ALEASP bargaining unit or ALEASP Business Representative, and the parties shall discuss the immediate supervisor's decision in good faith and attempt to resolve the matter. Within thirty (30) days of receipt of the written appeal to the grievance, the Division Head shall, in writing, advise the Grievance Committee Chairperson, or his/her designee, who shall be a member of the ALEASP bargaining unit or ALEASP Business Representative, and the grievant of its determination with respect to the grievance setting forth the reasons for its decision.

### STEP 3.

If the grievance is not resolved in Step 2., above, the Chairperson of the ALEASP Grievance Committee, or his/her designee, who shall be a member of the ALEASP bargaining unit or ALEASP Business Representative, may, within fifteen (15) days of receipt of the answer from the Division Head, appeal the grievance to the Commissioner of the Department of Public Works. Failure to appeal said answer within this prescribed period of time shall constitute a settlement of the grievance. Such appeal shall be in writing and therein a request should be made for a meeting between the Commissioner or his or her designee, the grievant and the Chairperson of the ALEASP Grievance Committee, or his/her designee, who shall be a member of the ALEASP bargaining

unit or ALEASP Business Representative. At the meeting, to be held at a mutually agreeable time, the parties shall discuss the grievance and the various answers and decisions in regard thereto in good faith in an attempt to resolve the grievance. Within thirty (30) days of receipt of the written appeal to the grievance, unless the time period is mutually extended by the parties, the Commissioner shall, in writing, advise the Chairperson of the ALEASP Grievance Committee or his/her designee, who shall be a member of the ALEASP bargaining unit or ALEASP Business Representative, and the grievant as to the Commissioner's decision with respect to the grievance.

#### STEP 4

If the grievance does not involve a matter of Departmental discipline and is not resolved in Step 3 above, the Chairperson of the ALEASP Grievance Committee, or his/her designee, who shall be a member of the ALEASP Bargaining Unit or ALEASP Business Representative, may, within fifteen (15) calendar days of receipt of the answer from the Commissioner, appeal the grievance to the City Labor Negotiator. Failure to appeal said answer within this prescribed period of time shall constitute settlement of the grievance. Such appeal shall be in writing and therein a request shall be made for a meeting between the City Labor Negotiator (or his/her designee), the grievant and the Chairperson of the ALEASP Grievance Committee, or his/her designee who shall be a member of the ALEASP Bargaining Unit or ALEASP Business Representative. At the meeting, to be held at a mutually agreeable time, the parties shall discuss the grievance and the various answers and decisions in regard thereto in good faith in an attempt to resolve the grievance. Within thirty (30) calendar days of receipt of the written appeal to the grievance, unless the time period is mutually extended by

the parties, the City Labor Negotiator, shall, in writing, advise the Chairperson of the ALEASP Grievance Committee and the grievant as to the City Labor Negotiator's decision with respect to the grievance. If an Association grievance is not settled at the fourth step, the Association may proceed to final and binding arbitration as hereinafter provided.

## 2. GRIEVANCE ARBITRATION

- a. Final and binding arbitration may be initiated by serving upon the Commissioner of Public Works and the City Labor Negotiator a notice in writing of an intent to proceed to final and binding arbitration within 30 days of receipt of the third step answer in matters of Departmental discipline, or the fourth step answer, in all other matters. Said notice shall identify the grievance and the employee(s) involved.
- b. Unless the parties can, within seven (7) calendar days following the receipt of such written notice, agree upon the selection of an arbitrator, either party may, in writing, request the Wisconsin Employment Relations Commission to submit a list of five (5) arbitrators to both parties. The parties shall, within seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from the list until one name remains. Such person shall then become the arbitrator.
- c. The arbitrator so elected shall hold a hearing at a time and place convenient to the parties within fifteen (15) calendar days of notification of his/her selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall take such evidence as in his/her judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called.
- d. The arbitrator shall neither add to, detract from nor modify the language of the Agreement or of the rules and regulations in arriving at a determination of any issue presented that is proper for final and binding arbitration within

the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.

- e. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.
- f. All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, the expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.
- g. For the purpose of receiving testimony and evidence, the provisions of Section 788.06 and 788.07 of the Wisconsin Statutes shall apply. The arbitration award shall be reduced to writing, subject to Sections 788.08 through and including 788.15 of the Wisconsin Statutes. All other sections and provisions of Chapter 788 are hereby expressly negated and of no force and effect in any arbitration under this Agreement.
- h. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator within sixty (60) calendar days after the notice of appointment unless the parties to this Agreement shall extend the period in writing by mutual consent.
- i. The arbitrator shall submit in writing his/her award to the parties.