

**Summary of Wage and Fringe Benefit Modifications in the Consent Decree  
Between the City of Milwaukee and  
Milwaukee District Council 48, AFSCME, AFL-CIO  
Comptroller's Unit  
CC#100579**

1. Article 1 – Duration: March 24, 2009 through December 31, 2011
2. Article 19 - Base Salary:
  - a. Effective Pay Period 7, 2009, Employees shall be placed in the following new pay ranges 577, 578, 579, and 580. Employees shall no longer be in a management pay plan salary grade. Employees shall retain their current rates of pay subject to paragraph 1.d. below.
  - b. Effective Pay Period 7, 2009, a 1% across the board increase over Pay Period 1, 2009 wage rates.
  - c. Effective Pay Period 25, 2009, a .25% across the board increase over Pay Period 7, 2009 wage rates.
  - d. Employees below the maximum of their pay ranges who were eligible to receive a pay step between and including March 24, 2009 and December 31, 2009 based on their anniversary date, and who did not receive a pay step on or after March 24, 2009 through and including December 31, 2009 based on their anniversary date shall receive a 3.11% pay step retroactive to his/her 2009 pay step anniversary date. In no case shall Employees exceed the maximums of the pay ranges.
  - e. During a contract hiatus Employees below the maximum of their pay ranges and who are eligible to receive a pay step shall receive a 3.11% pay step. In no case shall Employees exceed the maximums of the pay ranges.
  - f. Employees of the Comptroller in pay ranges 577, 578, 579, and 580 shall move from the minimum of the pay range to the maximum of the pay range in annual increments of 3.11 percent (3.11%). In no case shall an employee exceed the maximum of the pay range.
3. Article 25 – Special Pay Practices:
  - a. Recruitment for employees of the Comptroller in pay ranges 577, 578, 579, and 580 may be at a rate of up to 60% of the pay range.
  - b. For employees of the Comptroller in pay ranges 577, 578, 579, and 580 there shall be a straight time Compensatory Time Off policy.

- Current 'flex time' balances will transfer to a Compensatory Time Off bank.

- c. Cash overtime may be authorized by the Comptroller and paid at a rate of one (1.0) times the actual overtime hours worked for employees of the Comptroller in pay ranges 577, 578, 579, and 580.

4. Article 18 – Seniority for Layoff Purposes:

- a. For regularly appointed City Service employees included in the bargaining unit effective March 24, 2009, their seniority date in their classification in their department shall be March 24, 2009.
- b. For multiple employees in the same job title having the same regular appointment date, their ranking shall be based on their seniority ranking in the previous non-represented classification.

5. Article 34 - Vacation

- a. Employees shall continue to accrue vacation on a bi-weekly basis through pay period 26, 2010. Effective pay period 1, 2011 employees shall begin to accrue vacation according to Article 34 of the Agreement for use in fiscal year 2012. The City shall provide employees with an annualized vacation allotment to be used in fiscal year 2011 in accordance with Article 34.1 of the Agreement based on Employee's years of service as of January 1, 2011. If during fiscal year 2011 Employees reach an anniversary date that would provide for an increased amount of vacation earned, Employees shall receive the additional vacation for use in fiscal year 2011.
- b. Employees who leave City employment for any reason during fiscal year 2011, shall only be eligible to utilize the prorated amount of vacation provided for use in fiscal year 2011 based on the percentage of the fiscal year Employees were in active service.
- c. Vacation balances that exceed the maximum carryover identified in Article 34.5 of the Agreement shall be used by December 31, 2015. Existing Transitional Vacation Accounts (TVA's) shall carry over and remain unchanged.

6. Article 21 - Overtime

- a. Employees of the Comptroller, in pay ranges 577, 578, 579, and 580, shall be exempt from the provisions of the overtime Article.

7. Article 42 - Health Insurance
  - a. Employees shall not be reimbursed for Employee health insurance co-payments paid between March 24, 2009 and November 1, 2009.
  - b. Employees shall be reimbursed for the Health Maintenance Organization (HMO) employee monthly health insurance premium share (EMHIPS) for the months of April, May, June, July, August, and September, 2009, in which Employees actually paid the EMHIPS.
  - c. Employee's enrolled in the HMO shall be moved to the Union HMO plan effective the first full month following the execution date of this Agreement.
  
8. Article 26 – Terminal Leave
  - a. New employees in the Office of the Comptroller who are hired after September 7, 2010, into pay ranges 577, 578, 579, and 580 shall be covered under the terms of Article 26 in the City/Union Agreement.
  - b. Current employees, of the Comptroller, hired on or before September 7, 2010, in pay ranges 577, 578, 579, and 580 shall have the option, upon retirement, to select the terminal leave benefit available under the management pay plan.
    - Payment equivalent to 30% of the employee's accumulated and unused sick leave plus one-half of the sick leave days accumulated during the previous 12 months of service, for up to 6 additional days.
  
9. Article 30 – Tuition and Textbook Allowance
  - a. Employees of the Comptroller in pay ranges 577, 578, 579, and 580 may use any amount of the annual tuition and textbook reimbursement for membership dues and up to \$500 per year for job related certifications and licensing fees.
  - b. Any benefits already paid in 2010 prior to the execution date of the MOU shall count against the annual amount limit.
  
10. Article 31 – Sick Leave
  - a. Effective the first full pay period following the execution date of the MOU, employees shall be covered by Article 31 of the 2010-2011 City/Union labor Agreement.
  - b. Current sick leave balances will carryover.

11. Unless otherwise stated above, effective the first full pay period following the execution date of the Memorandum of Understanding, employees shall be covered under the remaining terms and conditions of the 2010-2011 City/Union Labor Agreement.
12. The execution date of the Memorandum of Understanding shall be September 21, 2010, the date of the arbitrator's Consent Award.