## MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MILWAUKEE AND

## MILWAUKEE POLICE ASSOCIATION, Local #21 I.U.P.A, AFL-CIO

The City of Milwaukee ("City") and the Milwaukee Police Association ("Union") agree to the following reorganization of the operations of the Forensics Division of the Milwaukee Police Department's Criminal Investigations Bureau to civilian, a change in department operations due to needed specialization and compelling economic considerations that cannot be realized through natural attrition. The MPA consents to the removal of bargaining unit work and to altering the scope of its bargaining unit to eliminate recognitions for sworn Forensic Division titles - Forensic Investigator, Forensic Video Examiner, Chief Latent Print Examiner, Latent Print Examiner, Identification System Specialist.

To execute many of the assumptions and changes the City proposes in structure, responsibilities, and productivity for the Forensics Division, and to mitigate the effects of such assumptions and changes on the Union, the City proposes the following:

- 1. None of the City's proposed reorganization shall operate to reduce the number of members in the MPA.
- 2. Consistent with the purposes and goals of reorganization, new assignment of Union bargaining unit members to sworn Forensic Division titles is prohibited. All sworn Forensic Division titles will be eliminated through attrition.
- 3. Members in the following titles will be grandfathered into their current classifications while in the Forensics Division until December 2, 2041; as of that date, any members remaining in the listed classifications within the Forensics Division will be transferred out of the division. Any remaining member will be assigned as determined by the department. The member will retain their current rate of pay and seniority. Any required training will be provided to the member by the department if training is necessary for the new assignment.
  - Forensics Investigator
  - Forensic Video Examiner
  - Chief Latent Print Examiner
  - Latent Print Examiner
  - Identification System Specialist
- 4. Members in the title of Forensic Investigator shall be paid in Pay Range 806. Effective Pay Period 12, 2023, members shall be placed at the equivalent step within Pay Range 806 to the step which they currently hold in Pay Range 804.

- 5. This MOU resolves all pending and future grievances arising out of the reorganization and civilianization of the Forensics Division. The union will formally withdraw any pending forensics-related grievances within thirty (30) business days of the execution date of this MOU.
  - 2022-09-Group Grievance, CST working out of classification
  - 2022-12-Cevera, Dept. hiring Civilian FVE
- 6. All members in classifications covered by this MOU shall train the new civilian forensic hires when directed or assigned to train; this requirement will become part of the member's yearly performance review as a performance expectation.
- 7. Detective preference points:
  - The Union agrees to waive any claim to file a grievance over potential preferential treatment due to the promotional points provided in this MOU
  - Preference points will be capped at thirty (30) points, will not expire, and will be effective upon execution of this MOU
    - o Years 1-5, 2.5 points per year
    - o Years 6-10, 2 points per year
    - o Years 11-15, 1.5 points per year
- 8. Incorporation of civilian staff into the Forensics Division:
  - Civilian staff will serve an 18-month training period. During that period, they will be
    assigned to whatever shift is necessary for training purposes. Once the training period
    has ended the member will be assigned to the correct shift based on their seniority.
  - Seniority will begin when the training period is complete
  - Sworn and civilian staff seniority will be intermingled as it relates to vacation picks, day shift assignment, FLSA replacement, daily staffing numbers, and off-day picks.
    - Current practice will apply to both sworn and civilian employees as the dept.
      works to integrate and transition to a fully civilian staff. Seniority will be used
      where it is currently used and a first come first served process will be used
      where it is currently used.
- 9. Article 31 Time Off in Lieu of Holidays, shall be modified to include an additional eight (8) hour day. These additional hours are in recognition of Juneteenth Day becoming an official City holiday.
  - Hours will be increased from ninety-six hours (96) to one hundred four hours (104)
  - Time off in lieu of holidays shall be earned at a rate of eight and two-thirds (8.67) hours
    per month a member is on the MPD payroll. (on payroll at least fourteen (14) calendar
    days per month)
  - Effective PP 12, 2023, members who have met the fourteen (14) calendar day requirement contained in the Labor Agreement for the months of January through May shall receive the additional .67 hours for each month the requirement was met.

- 10. Effective August 1, 2023 the City will provide the Union with a pre-tax payroll slot for Unionprovided gap insurance. The City will deduct the premium contribution from enrolled members' paychecks as specified.
  - All members who enroll in the optional gap insurance provided by the union are required to participate and must complete the City's Health Appraisal process to avoid the additional premium fee for City provided health insurance.
  - Only members who are enrolled in the lowest cost City provided health insurance plan shall be eligible to enroll in the Union-provided gap insurance.
  - Wellness activities that members complete as part of the gap insurance program will not be eligible for points under the City's Wellness Healthy Rewards program.

UNION REPRESENTATIVES	CITY REPRESENTATIVES
C-W3-	Nicole M Fleck
Date: 05-15- 23	Date: 5/17/2023
Andrew Wagner President	Nicole M. Fleck, Labor Negotiator

05-15-23 Alexander C Ayala