



Memorandum

TO: Common Council
FROM: Mayor Merkes
SUBJECT: 2009-2011 Union Contracts
DATE: 17 September 2009

Earlier this year the city and unions had reached a stalemate in negotiations for the 2009-10 contract. Mediation was held this spring, and one arbitration session was held with local 1035B approximately two weeks ago. In the past month dialog among the parties was re-established with several very positive discussions among all three labor unions.

Attached are tentative agreements with local 1035 & local 1035B. Leadership in each union have endorsed these offers, the membership is scheduled to vote on them before the next common council meeting. The membership of these unions includes: clerical staff, code enforcement, custodial staff, engineering, finance, parks, public works, and police complaint clerks. I feel that these offers have positive benefits for both the union and city. I look forward to resolving the contract soon.

While we do not yet have a tentative agreement with the police union, discussions continue to be positive and I would expect to reach an agreement in the near future.

Currently, the city is facing serious issues, the leadership and members of both of these unions should be commended for working together with the city to preserve jobs and services that residents of the community rely on daily.

Both sides have made concessions

The unions have agreed to:

- wages 1 ½% lower than their final offer in arbitration for 2010
- a 2% increase in premium share for health insurance
- premium share increase for insurance to be retroactive for 2009
- a change in the POS health insurance plan

The city has agreed to:

- a three year contract
- providing prescription safety glasses for employees required to wear them
- not offering a higher deductible insurance plan to employees in addition to their current plans

The largest benefit of these agreements is the preservation of jobs within our community. The ratification of these agreements likely preserves at least three positions within the city staff. Without these positions we would be unable to continue to provide the high level of service that we currently provide to our residents.

The dialog between our union representatives and management has been refreshing and positive throughout the latest discussions. While we didn't agree on everything, these contracts will help us move forward through 2010 and 2011 as we restore our community's image. While we continue to face difficult issues this year, I truly believe that by this time next year Menasha will be seeing much better times. I'm confident that the leadership and members of our unions will continue to contribute to our efforts to make Menasha a good place to live and work.

TENTATIVE AGREEMENT
BETWEEN

CITY OF MENASHA
AND
MENASHA CITY HALL AND POLICE SUPPORT UNION
AFSCME, AFL-CIO, LOCAL 1035B

September 15, 2009

NOTE: All provisions of the previous Agreement shall continue except for any tentative agreements reached as follows:

I. ARTICLE VIII – WAGES – Add new Provision – Stand by Pay:

Employees required to carry a beeper, cellular phone, or other telecommunication device for the purpose of receiving calls in stand by capacity shall receive stand by pay compensated at the rate of \$10.00 per day for days assigned stand by duty. Employees receiving stand by pay will not receive Call-Time pursuant to paragraph E for the first call-in on any given day. Employees on stand by who are called in more than one time on any given day shall receive Call-Time. In addition to stand-by pay the employee shall receive the greater of the actual hours worked at the applicable rate or two (2) hours at the employee's straight time rate. Stand-by duty shall be distributed amongst employees as equally and reasonably as possible.

II. APPENDIX A – WAGES AND WAGE BENEFIT

1. Effective January 1, 2009 – 2% across the board increase.
2. Effective July 1, 2009 – 1% across the board increase.
3. Effective January 1, 2010 – 1% across the board increase.
4. Effective December 31, 2010 – 1% across the board increase.
5. Effective January 1, 2011 – 1% across the board increase.
6. Effective July 1, 2011 – 1% across the board increase.
7. Effective December 31, 2011 – 1%

III. APPENDIX A – WAGES AND WAGE BENEFIT

Add Code Enforcement Officer to Appendix A.
Hired after 1-1-02

*Hiring Rate	7 th Month	19 th Month	31 st Month	43 rd Month
\$14.96	\$15.89	\$16.83	\$17.77	\$18.71

Plus the General Wage Increases for 2009, 2010, 2011

IV. ARTICLE XI – HEALTH DENTAL AND VISION BENEFITS

1. Modify Paragraph A to read as follows:

A. Effective with this Agreement, the City will provide as health insurance coverage, the choice of Network HMO – 1 and Network POS – 2. The prescription drug plan will be the Network BPL 50008 – HMO Prescription Benefit Plan if the HMO-1 plan is chosen, and Network BPL 50009 – POS Prescription Benefit Plan if the POS-2 health plan is chosen. The description of the benefit levels of the HMO-1 plan and drug plan is attached as Appendix A. The description of the benefit levels of the POS-1 plan and drug plan is attached as Appendix B.

2. Modify Paragraph B to incorporate as follows:

B. The City will pay towards the costs of the health insurance as follows:

	<u>2009</u>	<u>2010</u>	<u>2011</u>
HMO – 1	92% Cap \$130	91% Cap \$160	90% Cap \$175
POS – 2	90% Cap \$200	88% Cap \$225	88% Cap \$250

Premium share for dental and vision coverage will match that selected for health coverage. The caps will include premium share for dental and vision coverage.

V. TERM OF AGREEMENT –3 year Agreement effective January 1, 2009 through December 31, 2011. Only insurance and wages shall be retroactive to January 1, 2009.

Dated this _____ day of September, 2009

By: _____
For the Union

By: _____
For the City