

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF MADISON**  
**AND**  
**DANE COUNTY, WISCONSIN**  
**MUNICIPAL EMPLOYEES**  
**LOCAL 60, AFSCME, AFL-CIO**  
**LIBRARY UNIT**

**FOR THE PERIOD**  
**MARCH 16, 2014 TO MARCH 15, 2015**

## TABLE OF CONTENTS

ARTICLE I	CONSIDERATION OF AGREEMENT .....	1
ARTICLE II	NEGOTIATIONS .....	2
ARTICLE III	RECOGNITION AND UNIT OF REPRESENTATION .....	2
ARTICLE IV	UNION ACTIVITY.....	2
ARTICLE V	MANAGEMENT RIGHTS .....	5
ARTICLE VI	GRIEVANCE AND ARBITRATION PROCEDURE .....	6
ARTICLE VII	NO STRIKE - NO LOCKOUT .....	9
ARTICLE VIII	EMPLOYEES, DEFINED, RIGHTS, PROBATION.....	9
ARTICLE IX	PROMOTION, TRANSFER, TRIAL PERIOD, JOB POSTING .....	11
ARTICLE X	SENIORITY.....	15
ARTICLE XI	LAYOFF - RECALL .....	16
ARTICLE XII	PAY POLICY.....	17
ARTICLE XIII	HOURS OF WORK .....	19
ARTICLE XIV	AUTHORIZED LEAVE.....	21
ARTICLE XV	INSURANCE - RETIREMENT .....	30
ARTICLE XVI	MISCELLANEOUS.....	34
ARTICLE XVII	LIBRARY ASSISTANT (MULTI-SITE) .....	37
ARTICLE XVIII	AUTHORITY .....	37
ARTICLE XIX	AGREEMENT .....	39
APPENDIX A	PAY PROVISIONS.....	40
APPENDIX B	EXAMINATION.....	42
APPENDIX C	EMPLOYEE CONTRACT GRIEVANCE REPORT .....	43
MOU	CONSTRUCTIVE ACTION PLANS	
MOU	BUMPING PROVISIONS	
MOU	BUS PASS SUBSIDY	
MOU	SECURITY	

## PREAMBLE AND STATEMENT OF PURPOSE

This Agreement, made and entered into at Madison, Wisconsin, pursuant to the provisions of Section 111.70, Wisconsin Statutes, by and between the City of Madison, a municipal corporation, as municipal employer, hereinafter referred to as "City" or as "Employer" and Dane County, Wisconsin Municipal Employees Local Union #60 (Library Unit), AFSCME, AFL CIO, hereinafter referred to as "Union" or "Employees."

WHEREAS, the Union and the City understand that building trust in the workplace is a joint responsibility of the parties. The Union and the City also recognize their common obligation to work together to solve our mutual problems, understanding that cooperation between management, the Union, City officials and citizens results in the best services provided to the citizens of Madison. The City and the Union further recognize that without the expressed cooperation and commitment of front line employees, the quality of service suffers and that confrontation does not drive solutions that are in the best long-term interests of citizens, the City and City employees; and,

WHEREAS, in the interests of the public, the Union and the City, the parties agree to work together in joint labor-management committees to improve the delivery of services to the citizens, solve problems which may arise in the workplace and confer on other issues of concern to either party. The parties agree that open and regular communication between labor, management, City officials and citizens is an essential element in maintaining an atmosphere of trust in the City and continuing to provide the high quality of service for which the City is known. Further, the parties agree that they will communicate regularly on all issues of concern to either party, both through joint committees and any other avenues which may be established.

## ARTICLE I CONSIDERATION OF AGREEMENT

- A. Consideration: The consideration for the execution of this binding Agreement is the covenants mutually expressed herein and arrived at by the parties hereto.
- B. Non-Discrimination: The parties agree that their policies will not violate the rights or discriminate against any employees covered by this Agreement because of race, sex, creed, color, age, national origin, sexual orientation, handicap, Union or non-Union affiliation in the application or interpretation of the provisions of this Agreement.
1. Duplicate Proceedings: A grievance alleging a violation of this Section shall not be processed under this Agreement on behalf of any employee who files or prosecutes, or permits to be filed or prosecuted on his/her behalf in any court or governmental agency, a claim, complaint or suit, complaining of the action grieved, under applicable federal, state or municipal law or regulation.
  2. Americans with Disabilities Act: The parties will exert reasonable effort to comply with the requirements of the Americans with Disabilities Act related to disabled employees. Any dispute related to the interpretation or application of the requirements of the Americans with Disabilities Act shall be resolved in accordance with statutory dispute resolution procedures of the Americans with Disabilities Act and will not be subject to the grievance and arbitration process of this Agreement.

- C. No Verbal Statement: The following constitutes an entire Agreement between the parties and no verbal statement shall supersede any of its provisions.
- D. Conflicting Ordinances and Resolutions: The terms and conditions of this Agreement shall supersede Ordinances and Resolutions wherein there is a conflict with the terms of this Agreement. This Agreement shall be adopted by Resolution and City Ordinance.
- E. Other Rights Reserved: Notwithstanding any other provision of this Agreement to the contrary, the City and the Union reserve the right to enforce any other legal rights to which they either by law or equity are entitled.
- F. Residency: Employees covered by the terms of this Labor Agreement shall not be restricted in their right to choose their place of residency.

## ARTICLE II NEGOTIATIONS

Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of Section 111.70, Wisconsin Statutes, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators.

## ARTICLE III RECOGNITION AND UNIT OF REPRESENTATION

Description: The Employer recognizes the Union as the sole and exclusive bargaining representative for all regular full-time, regular part-time and limited term, non-professional employees of the City of Madison employed at the Madison Public Library, excluding managerial, supervisory, confidential and professional employees and employees represented by Local 236, pursuant to the provisions of Sec. 111.70 of the Municipal Employment Relations Act for the purposes of collective bargaining with the above named municipal Employer, or its lawfully authorized representatives, on questions of wages, hours and conditions of employment as certified by the Wisconsin Employment Relations Commission under date of September 28, 1981, Decision No. 18918.

The position classifications currently included within the scope of the bargaining unit as certified by the WERC are: Clerk Typist, Clerk Typist 2, Clerk, Clerk 2, Library Assistant 1, Library Assistant 2, Bookmender 1, Bookmender 2, Administrative Clerk 1 and 2, Information and Referral Specialist, Stock Clerk and Account Clerk 1, 2 and 3. Any dispute regarding the scope of the bargaining unit shall be subject to the duty of the WERC.

## ARTICLE IV UNION ACTIVITY

- A. Union Conferences and Conventions: Unit employees selected by the Union shall be granted leave to participate in Union called state or national conferences, conventions or educational classes provided that:
1. The Union shall give the Employer seven (7) days written advance notice naming each employee;

2. The number of named employees shall not exceed two (2);
3. Such leave without pay shall not exceed fifteen (15) working days per contract year;
4. The absence of a named employee will not be unreasonably detrimental to the operation of municipal government.

Employees selected and named by the Union under this provision may, at their individual option, choose to use vacation or other compensatory time due them for this purpose. This provision shall not be considered a bar to granting longer leaves of absence without pay.

B. Union Negotiating Committee: The Union shall advise the City of the names of its negotiators. The Union shall be allowed a total of three (3) employees to engage in negotiations during the employees' regular working hours and such employees shall be allowed time off at their regular rate of pay.

C. Limitations upon Union Activity:

1. Union meetings shall not be held on City time.
2. Union officers shall conduct Union business off the job as much as is reasonably possible. This provision shall not, however, preclude Union officers or stewards from engaging in the following activities during regular working hours without loss of regular wages and provided they have given prior notice to their respective supervisors and their absence will not unduly disrupt operations:
  - a. Posting Union notices;
  - b. Meeting with an aggrieved employee(s) for reasonable periods of time for the purpose of investigating grievances;
  - c. Meeting with staff representatives of the Wisconsin Council of County and Municipal Employees or AFSCME for reasonable periods of time for the purpose of discussing grievances or contract administration.
3. Except as otherwise set forth in this Agreement, all time spent on Union business during regular working hours is prohibited unless prior authorization for such Union business is obtained from the employee's supervisor.

D. Bulletin Boards: The City shall provide bulletin boards and allow the Union use thereof in convenient places in each work area. All notices shall be posted by an authorized designated Union representative and shall relate only to the matters listed hereafter:

1. Union recreational and social affairs.
2. Union meetings.
3. Union appointments.

4. Union elections.
  5. Results of Union elections.
  6. Reports of standing committees of the Union.
  7. Rulings or policies of the International Union or other labor organizations with which the Union is affiliated.
  8. Judicial and quasi-judicial decisions affecting any members of the bargaining unit, such as results of fact-finding, grievances, etc.
  9. Any other material authorized by the City or appropriate department or division head and an officer of the Union.
- E. The City shall provide all Stewards designated by the Union with an e-mail address.
- F. Dues Deduction - Fair Share:
1. The City agrees to deduct biweekly or monthly, as certified by the Union, membership dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the City by the Officers of the Union and the aggregate deduction shall be remitted to the Treasurer of the Union. The City shall be saved harmless in the event of any legal controversy with regard to the application of this provision.
  2. The City agrees to deduct, biweekly or monthly, as certified by the Union, a sum (fee) from the pay of employees within the bargaining unit as their proportionate share of the cost of the collective bargaining process and contract administration. Such amount deducted shall in no instance exceed the regular dues uniformly required of all members of the unit as certified by the Officers of the Union.
- In the event that an employee shall not have sufficient earnings due him/her during the pay period when dues or fees are normally withheld to equal or exceed the amount of the certified deduction, no dues or fees shall be withheld and the City shall have no obligation to subsequently withhold dues or fees that may have been due for that pay period.
- The provisions of this clause shall be subject to the duty of the Wisconsin Employment Relations Commission.
- G. P.E.O.P.L.E. Deductions: Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union, the Employer will deduct from the pay to such employees, those P.E.O.P.L.E. contributions authorized by the employee.

The parties agree that such deduction shall be used for federal elective offices only. If voluntary P.E.O.P.L.E. contributions referred to herein are used in conjunction with Wisconsin state or local elective offices, the Employer may discontinue P.E.O.P.L.E.

deductions with thirty (30) calendar days written notice to AFSCME, AFL-CIO and Local 60.

The Employer shall provide to AFSCME, AFL-CIO, and Local 60 a list of employees who have authorized P.E.O.P.L.E. deductions with each remittance.

Such orders may be terminable in accordance with the terms of the order the employee has on file with the Employer.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this section.

## ARTICLE V MANAGEMENT RIGHTS

The rights and responsibilities of the Employer shall include but are not limited to the following, subject to this Agreement;

- A. To hire, promote, transfer and assign employees;
- B. To suspend, demote and discharge employees, or otherwise discipline employees for just cause. The Employer agrees to furnish the Union with a copy of any written suspension or discharge action taken by the City against any employee within seven (7) calendar days of said action;
- C. To lay off employees;
- D. To determine work standards; the quality and quantity of work performed by employees and to determine whether employees meet said standards;
- E. To establish policies, rules, regulations and procedures. Any dispute with respect to policies, rules, regulations and procedures shall not in any way be subject to arbitration unless and until said matters are applied or an employee is disciplined pursuant to established policies, rules, regulations and procedures in which case the reasonableness of said matters may be subject to the grievance and arbitration procedure;
- F. To establish work schedules and to assign additional work hours. The Employer agrees to attempt to use volunteers within the work area where the need for the additional hours exists. If there are no such volunteers, the Employer shall use the part time list as set forth in Section 8.03. If there are no such volunteers from the list, the Employer may use any volunteers. If there are no such volunteers, the Employer may assign the additional hours;
- G. To establish and utilize methods, processes and technology by which departmental work is to be performed;
- H. To determine the number of personnel to be employed, and to determine on duty staff levels;

- I. To operate and administer facilities, equipment and operations;
- J. To establish, expand, consolidate or terminate functions, programs and operations;
- K. To contract and subcontract matters relating to departmental operations;
- L. To transfer any operation to another entity;
- M. To determine the organizational structure of the Madison Public Library.

The rights and authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.

The enumeration of the rights and duties of the Employer in this Agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein.

## ARTICLE VI GRIEVANCE AND ARBITRATION PROCEDURE

### A. Grievance Procedure:

1. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions set forth below.
2. General Grievances: Employer grievances or Union grievances involving the general interpretation, application, or compliance with this Agreement may be initiated with Step Two of this procedure.
3. Union officers or stewards may confer with Employer representatives on grievances filed pursuant to this section without loss of pay. However, the number of such Union officers or stewards shall be limited to one (1) at Step One and two (2) at Step Two unless another number is mutually agreed upon by the parties.
4. All grievances must be submitted in writing on the Employee Contract Grievance Report form within thirty (30) calendar days of the event giving rise to the grievance, or within thirty (30) calendar days of the time the employee knew, or should have known with the exercise of reasonable diligence, of such event, but in no event more than ninety (90) calendar days from the date of the occurrence; otherwise the right to file a grievance is forfeited and no grievance is deemed to exist. Time limits set forth in the grievance procedure, with the exception of the initial time limit on the filing of grievances, shall be exclusive of Saturdays, Sundays, and Holidays, and the time limits for processing grievances from one step in the procedure to another may be extended upon mutual agreement of the parties. All grievances shall be subject to the following procedure.

#### Step One:



If an employee has a grievance, said grievance shall be reduced to writing and presented to the employee's immediate supervisor and a copy sent to the Office of Labor Relations on a form attached hereto and made a part thereof as Appendix C. Within ten (10) days of receipt of the grievance, the supervisor shall meet with the grievant(s) and Union representative(s) to discuss the grievance. Within five (5) days following the date of said meeting, the supervisor shall furnish the employee with a written answer to the grievance, a copy of which shall be forwarded to the designated Union representative and to the Director of Labor Relations.

Step Two:

The grievance shall be considered settled in Step One unless within five (5) days after the immediate supervisor's written answer is due, the grievance is again reduced to writing (Appendix C) and presented to the department/division head and a copy sent to the Office of Labor Relations. The department/division head, or his designated representative, shall, within ten (10) days of receipt of the grievance, confer with the grievant(s) and Union representative(s) before making his/her determination. Within five (5) days following the date of said meeting, the department/division head shall furnish the grievant with a written answer to the grievance, a copy of which shall be forwarded to the designated Union representative and the Director of Labor Relations.

Step Three:

If a Union grievance is not settled at Step Two or any grievance filed by the City cannot be satisfactorily resolved by conferences with appropriate representatives of the Union, the Employer and/or Union may proceed to the next step as hereinafter provided.

B. Final and Binding Arbitration:

1. Arbitration may be resorted to only when issues arise between the parties hereto with reference to interpretation, application or enforcement of the provisions of this Agreement.
2. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the Arbitrator at the earliest date after completion of the hearing.
3. No item or issue may be the subject of arbitration, unless such arbitration is formally requested within thirty (30) days following the filing of a Written Response required by Step Two or the due date therefore. This provision is one of limitation, and no award of any Arbitrator may be retroactive for a period greater than thirty (30) days prior to the presentation of the grievance in Step One as herein provided or the date of occurrence, whichever is later.
4. Final and binding arbitration may be initiated by either party serving upon the other party a notice in writing of the intent to proceed to arbitration. Said notice shall identify the Agreement provision, the grievance or grievances, the department and the employee(s) involved. Unless the parties can, within five (5)

working 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.

5. The parties shall within twenty (20) working days upon receipt of said list meet for the purpose of selecting the Arbitrator by alternatively striking names from said list until one name remains. Such person shall then become Arbitrator.
6. Either party may within twenty (20) working days of receipt of said list, notify the other party and the Wisconsin Employment Relations Commission of their intent to reject the entire list submitted by the Wisconsin Employment Relations Commission. The Wisconsin Employment Relations Commission shall submit a new list which shall not duplicate the original list upon receipt of such notice. The option to reject the list may only be exercised by each party once per grievance.
7. Unless the parties select an Arbitrator and schedule the arbitration hearing within six (6) months of the date the last panel was submitted to the parties by the Wisconsin Employment Relations Commission, the grievance shall be considered moot. This provision shall not be construed to mean that the arbitration hearing date must actually fall within said six (6) month period. If either party raises a question concerning substantive arbitrability, this provision shall remain inoperative until such time as the question of arbitrability is resolved.
8. The Arbitrator shall neither add to nor detract from nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed herein. The Arbitrator shall have no authority to change wage rates.
9. 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.
10. The fees and expenses for the Arbitrator's services shall be borne equally by both parties. The grieving employee(s) and not more than one (1) Union representative may be present at the arbitration hearing without loss of regular wages if the hearing is scheduled during said employee's regularly scheduled hours of work. Furthermore, not more than five (5) employees called by the Union to appear at a grievance arbitration hearing may appear without loss of regular wages if the hearing is scheduled during said employee's regularly scheduled hours of work and providing the employee testifies. In the event the parties reach a mutually agreeable settlement of a grievance during the course of a grievance arbitration hearing, not more than five (5) employees called by the Union to testify at the hearing may appear without loss of pay even if they do not give testimony. Expenses relating to the obtaining of depositions shall be borne by the party at whose request such depositions are required.
11. The Arbitrator so selected shall hold a hearing at Madison, Wisconsin, at a time and place convenient to the parties at the earliest possible date following the notification of a selection. 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. The Arbitrator shall have initial authority to determine whether or not the dispute is procedurally arbitrable under the express terms of this Agreement. Once it is determined that the dispute is procedurally arbitrable, the Arbitrator shall proceed in accordance with this article to determine the merits of the dispute submitted to arbitration in accordance with the applicable sections of Chapter 788 of the Wisconsin Statutes, where not in conflict with the Agreement.

## ARTICLE VII NO STRIKE - NO LOCKOUT

- A. No Strike: The Union recognizes the validity of Section 111.70(4)(L) of the Wisconsin Statutes and agrees not to support any action in violation of said statutes. The Union agrees that for the duration of this Agreement, Union officers, representatives or members will not authorize, assist or support any strike, work stoppage, slow down, interruption of work or interference with operations of the Employer. In the event of any strike, work stoppage, slow down or interruption or impeding of work, the Employer shall notify the Union thereof, and the Union shall give notice to the employee(s) involved that they are in violation of this Agreement and should end such strike, work stoppage, walkout or interruption or impeding of work.
- B. No Lockout: The City will not lock out employees.

## ARTICLE VIII EMPLOYEES, DEFINED, RIGHTS, PROBATION

- A. Definition of Employees:
1. Regular Full-Time Employee: A regular full-time employee shall be defined as an employee who occupies a regular budgeted position, and is normally scheduled to work thirty-eight and three-quarters (38-3/4) hours per week. Regular full-time employees are eligible to receive all rights and benefits as provided in this Agreement.
  2. Regular Part-Time Employee:
    - a. A regular part-time employee shall be defined as an employee who normally works at least fifty percent (50%) of the normally scheduled hours of a full-time employee. Regular part-time employees are eligible to receive all rights and benefits provided in this Agreement on a pro-rata basis, except as provided in Section 10.01, depending upon the certified number of hours worked per week. The Employer agrees to review quarterly the normal hours worked per week and to prospectively adjust, if necessary, the pro-rata basis of benefits.
    - b. Quarterly Certification: Position certification is the percentage of full-time of the position in the table of organization. Benefit certification is the percentage of full-time that the part-time employee has worked in the previous quarter. Employees are notified of their benefit certification at the

beginning of each quarter. Employee would not have additional hours denied them to avoid application of this provision. If a part-time employee takes a position certified as full-time, benefits at the full-time rate become effective on the date that the employee assumes the full-time position. If a part-time employee takes another part-time position, the employee will receive benefit certification equal to the new position certification, plus the difference between the former position certification and the employee's benefit certification. If a full-time employee takes a position certified as part-time, the employee's benefit certification will not change for the rest of that quarter. In the next quarter, the employee's benefit certification will be based on all hours worked in the previous quarter.

3. Full-Time Limited Term Employee: A full-time limited term employee shall be defined as an employee who occupies a limited term position and who is normally scheduled to work thirty-eight and three quarters (38-3/4) hours per week. Full-time limited term employees are eligible to receive all rights and benefits as provided in this Agreement, except that employees with less than one (1) year continuous service may be laid off without the right to displace other employees.
4. Part-Time Limited Term Employee: A part-time limited term employee shall be defined as an employee who occupies a limited term position and who normally works at least fifty percent (50%) of the normally scheduled hours of a full-time employee. Part-time limited term employees are eligible to receive all rights and benefits provided in this Agreement on a pro-rata basis depending upon the certified number of hours worked per week, except as provided in Section 10.01. Employees with less than one (1) year continuous service may be laid off without the right to displace other employees. The Employer agrees to review quarterly the normal hours worked per week and to prospectively adjust, if necessary, the pro-rata basis of benefits.

B. Probationary Period:

1. All newly hired or rehired employees shall normally serve a probationary period of six (6) months. The Employer may, at its discretion, extend the employee's probationary period for an additional three (3) months; said extension may be reduced if the Employer finds that the employee has made satisfactory performance. When the Employer extends the employee's probationary period, the employee shall be provided written notice of the cause for such extension. The Union shall receive notification of the extension.
2. The Employer shall evaluate the employee at the conclusion of the first three (3) months of employment. A second evaluation shall be made two (2) weeks prior to the completion of six (6) months of employment and if the probationary period is extended, a third evaluation shall be made two (2) weeks prior to the completion of the extended probationary period. The Employer shall discuss the evaluation with the employee and provide the employee with a copy of the evaluation report.
3. Probationary employees shall have all rights provided in this Agreement except the right to apply for a lateral transfer or the right to appeal or grieve any

disciplinary action including suspension or discharge or the right to appeal an extension of the probationary period or the reasons therefore. However, such employees may apply for vacancies in the same salary range within the library through the external posting and hiring procedure. In the event that the employee is hired into a different position during the initial probationary period, the employee shall begin a new probationary period.

4. The initial probationary period shall be extended automatically for any authorized absences exceeding six (6) days of sick leave or Workers' Compensation and/or three (3) days of personal holiday. Such extension shall be on a day-for-day basis. For the purpose of such extension, a day shall be defined as four (4) or more hours of authorized absence.

- C. Part-Time Employees: The Employer shall maintain a list of part-time employees who are willing to work additional hours.

As the need occurs, employees on said list shall be called, taking into consideration individual employee preferences regarding work locations.

#### ARTICLE IX PROMOTION, TRANSFER, TRIAL PERIOD, JOB POSTING

- A. Promotion: A promotion shall be defined as the advancement of an employee to a higher vacant position within the bargaining unit with a higher salary range.
- B. In the event the Employer eliminates, creates new, or merges existing divisions or branches, the provisions of this article shall apply consistent with the terms of the labor agreement.
- C. Lateral Transfer: A lateral transfer shall be defined as the movement of an employee from a position to another position in the same salary range within the Library.
1. Voluntary Lateral Transfer: A voluntary lateral transfer is the movement of an employee from one position to another position within the same salary range, in the same or a different division or branch of the library that is due to a vacancy caused as the result of a termination, promotion, transfer or the creation of a new position.
  2. Involuntary Lateral Transfer: An involuntary lateral transfer is the movement of an employee from one position to another position within the same classification that is caused by the permanent reallocation of existing staffing levels between divisions and/or branches of the library.
- D. Trial Period: In cases of promotion, the employee shall serve a trial period of six (6) months following the date of promotion during which time the employee shall be entitled to return to his/her former position if either the employee or Employer so decides. An employee on trial period shall be entitled to a total of thirty (30) days absence, including all paid and unpaid authorized leaves before such trial period shall be thereafter extended automatically on a day-for-day basis. After thirty (30) days, for the purpose of such extension, a day shall be defined as four or more hours of authorized absence. Upon successful completion of the trial period, the employee shall be "permanent" in the

new position. This provision shall also apply to employees promoted or transferred to positions outside of the bargaining unit.

E. Job Posting and Filling:

1. a. The Employer shall post notices of all position vacancies. The Employer may decide not to fill a vacancy or pending vacancy and shall notify the Union of such intentions. Vacancy notices shall be posted on all bulletin boards used by unit employees and such other places as the Employer decides. Such notices shall be posted for at least five (5) working days which days shall be in two (2) separate weeks before the final date of acceptance of applications. Notices shall be as informative as are reasonably possible. When minimum qualifications are required of applicants, such information shall be provided on the job position notice. Minimum job qualifications must be reasonably related to the job.
- b. In the event that an employee shall have secured a leave of absence of at least three (3) months, or if a temporary vacancy is created for some other reason for at least three (3) months, or in the event that it is anticipated that an employee may be absent because of illness or injury for sixty (60) days, such vacancy thus created, either directly or indirectly, shall be posted as a temporary vacancy consistent with Paragraph 1 above. In filling temporary vacancies for less than three (3) months or sixty (60) days, as the case may be, the Employer may temporarily reassign existing staff, subject to the following conditions:
  - 1) Prior to making such assignments, the Employer will provide employees an opportunity to indicate their preference for an assignment.
  - 2) Assignments will be made with due consideration given to the interests of the affected employees, as well as their seniority.
  - 3) The Employer shall make every reasonable effort to provide the affected employee with written notice at least ten (10) workdays prior to any such assignments.
  - 4) If an employee's preference for an assignment is not accommodated, the Employer will so advise the employee on a timely basis. The reason(s) for same shall not be arbitrary or capricious.

The Employer shall have the option to fill or not fill such vacancies. The time limits set forth herein may be extended upon mutual agreement.

- c. Such temporary vacancies shall be filled by "acting" employees. "Acting" employees shall be hired consistent with the provisions of this Agreement and shall be eligible for the same rights and benefits as the employee on leave or consistent with the provisions of this Agreement if not replacing an employee on leave, except that if the vacancy results in a new classification, the salary shall be subject to the collective bargaining

process. Should the employee on leave return to work in that position or should the position be terminated, the “acting” employee, if said employee held a position with the City immediately prior to the temporary appointment, shall be returned to their position and pay and other benefits as though no temporary appointment had taken place. In the event that it is determined that the employee on leave will not return or a new position is made permanent, the “acting” employee will have the title of “acting” removed from their job title. While it is recognized that an acting employee in a new position may be made permanent, it is not intended that these provisions shall be used in a manner that circumvents the normal job posting and filling procedure.

2. Employees applying for a promotion or lateral transfer vacancy shall direct written application to the Employer’s personnel office. Date of receipt of the application or date of stamp cancellation when mailed shall be considered the date of receipt in the event of any question concerning deadlines.
3. In filling vacancies, the Employer shall first make voluntary lateral transfers to accomplish same if bargaining unit employees make application pursuant to “B” above. Such lateral transfer shall be filled on the basis of qualifications provided that if two (2) or more applicants are relatively equal in qualifications, seniority shall be the determining factor.
4. If the City desires to reallocate existing staff between divisions or branches, the City shall first attempt voluntary lateral transfers as described in 9.05(C). If, after attempting such voluntary transfer, the desired staff allocation is not accomplished, the City may make involuntary lateral transfers as follows:
  - a. The City shall identify the division(s) or branch(es) with excess staffing and solicit qualified employee volunteers from among the employees in the classification to be reduced. If the City does not obtain a sufficient number of volunteers through solicitation, then the junior employee(s) within the classification in the division(s) or branch(es) being reduced shall be transferred, provided the remaining employees are capable of performing the available work. Any employee so transferred shall be entitled to exercise his/her seniority rights by bumping the junior employee within their classification in any other division or branch. Solicitation and bumping shall continue in like manner until the desired allocation is achieved, however, no more than five (5) bumps shall result from the reallocation of a position. If the reallocation of a position is not accomplished after five (5) bumps, the City may assign the last displaced employee to the vacancy.
5. Following attempts to fill vacancies by lateral transfers, the vacancy shall be filled as a promotion according to the following criteria:
  - a. All applicants who meet the minimum training and experience requirements for the vacancy shall be admitted to the examination process. The Employer shall consider for appointment the applicants with the four (4) highest composite scores. In all cases the applicant who scores the highest on the examination shall be among those considered

for appointment. However, the Employer may elect to utilize expanded certification whereby the names of two additional candidates may be considered who are members of a protected group who are on the eligible list in order to accomplish affirmative action goals. "Protected group" shall be defined as follows:

- 1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - 2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
  - 3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);
  - 4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification);
  - 5) Female; and
  - 6) Handicapped.
- b. The Employer shall establish eligibility lists of qualified ranking candidates selected in accordance with this Article for a period not to exceed six (6) months unless there are less than four (4) qualified candidates in which case there will be no eligibility list.
- c. Candidate evaluation as provided below shall be conducted in a manner designed to evaluate the applicant's qualifications relative to the vacant position.
- 1) Testing, written, oral and/or performance.  
Maximum points: 50.
  - 2) Evaluation of experience and training (Appendix B).  
Maximum points: 50.
  - 3) Veteran's points to be added as provided by law.  
Maximum Points: 100.
  - 4) Upon complaint from an employee applicant concerning this section (E.3.), the Union shall be entitled to examine all materials and tapes related to this section (a. through c. above). The intent of this provision is to ensure a fair and equitable selection procedure.



Should Local 60 (City Unit) reach agreement with the City for the 2004-2005 contract that changes the administration of Section 9.05 E, said improvements shall be immediately applied to this bargaining unit.

6. The Employer shall have the option of restricting the areas of examination and may choose one of the following plans:
  - a. Open and Competitive. Open to City and non-City employees.
  - b. City-Wide. Open to all City employees but not to Non-City employees.
  - c. Unit-Wide. Open only to employees within the bargaining unit.

In any event, the test procedure outlined above shall be used.

## ARTICLE X SENIORITY

- A. Definition: Seniority shall be defined as an employee's total continuous time of service with the City. Leaves of absence without pay, disability leaves of absence without pay, or periods of layoff in excess of the first cumulative thirty (30) calendar days in a calendar year shall not qualify as service time. Seniority and continuous service shall not be prorated for part time employees. Service time as an hourly employee shall not be considered in the definition of seniority under Section 10.01.
- B. Seniority and Continuous Service shall be Considered Broken and All Rights Lost When an Employee:
  1. Resigns.
  2. Is discharged for any justifiable cause.
  3. Is absent from duty without authorization in excess of three (3) days.
  4. Is laid off for a period in excess of eighteen (18) consecutive calendar months.
  5. Fails to respond to recall from layoff within seven (7) days of proper notice subject, however, to provisions of Article XI.
- C. The Employer shall create and provide the Union with a copy of a seniority roster. The roster shall list all employees in the bargaining unit in the order of their seniority and shall show the date from which seniority commences and employee's job title.
- D. The Employer shall create and provide the Union with a copy of a table of organization which shall show the number of positions in each classification in each pay range in each department and division in the bargaining unit.

ARTICLE XI  
LAYOFF - RECALL

A. Layoff:

1. When a decrease of positions occurs for any reason in any job classification in any pay range number, the employee(s) with the least seniority in the affected job classification being reduced shall be displaced first. Such displaced employee(s) may on the basis of seniority, and provided the displaced employee has the ability to do the work, displace the most junior employee in any job classification equal to, or lower in pay grade within the bargaining unit.
2. However, no employee(s) shall be laid off because of lack of work or funds if such employee(s) has the ability to perform the work of any probationary employee employed in any position classification equal to, or lower in pay grade within the bargaining unit.
3. Employees whose positions are being eliminated shall be given written notice of the action not less than fifteen (15) calendar days prior to the effective date; provided, however, no notice shall be required in case of a senior employee displacing a junior employee and further provided that written notice shall not be required under situations caused by conditions beyond the control of the Employer.
4. The Union shall be provided with copies of all layoff notices sent by the Employer, or if no written notice, by telephone. Representatives of the parties and the employees receiving such notices shall meet at the earliest possible date for the purpose of exploring whether or not mutually agreeable alternatives to layoffs exist and for the purpose of effecting such layoff(s) as are necessary. The employees receiving such notices shall have not more than forty eight (48) hours after the meeting between the parties to exercise their options.
5. Employees who are displaced and become unemployed as a direct cause of the transfer of a Department/Division operation to another government or the subcontracting of said operation to a private entity shall be eligible to receive up to the equivalent value of their accumulated unused sick leave credits computed at their prevailing rate (including longevity pay) in effect at the time of the employee's lay off not to exceed the value of six (6) months of the employer's normal contribution toward health insurance. These funds will be placed in an escrow account administered by the City and will be used to continue the City's normal contribution toward health insurance premiums for a period not to exceed six (6) months following the date of layoff or until such time as he/she becomes employed or until such funds are exhausted, whichever occurs first. If the eligible employee is recalled or rehired by the City of Madison within eighteen (18) months of the layoff, the accumulated unused sick leave credits not converted to the escrow account for health insurance contributions pursuant to this article shall be restored to the employee.

B. Recall:

1. When an increase in force is necessary, employees previously laid off will be recalled in order of their general seniority. Such employees shall be notified by certified mail addressed to the last address appearing on the Employer's records. Employees so recalled shall report for work within seven (7) calendar days from the date of mail certification.
2. Failure to report for work or the refusal of an offer of re-employment in any job in the same pay and classification to the last job held by the employee prior to the layoff shall terminate any obligation assumed by the City.

## ARTICLE XII PAY POLICY

- A. Salary Schedules: Employees shall be compensated in accordance with the applicable Salary Schedules, attached hereto and made a part hereof. (Appendix A Comp. Group 32.)
- B. Overtime: Overtime shall be defined as assigned work performed in excess of the work day or work week as set forth in Secs. 13.01.A and 13.01.B. Authorized leave shall be deemed work time for purposes of this article.
  1. Employees shall be required to perform overtime work upon assignment. The Employer will offer overtime assignments equally insofar as possible among employees who normally perform the work within their classification. A record of overtime opportunities offered each employee shall be maintained on an annual basis by the Employer. This record shall be available for review by employees and the Union.
  2. Employees who work overtime may, at their option, receive either pay or compensatory time off for such work. Pay shall be received at the rate of one and one-half (1-1/2) the employees regular rate of pay. Compensatory time off shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked.
  3. Such accrued compensatory leave time shall be taken at a mutually agreeable time. On the last full pay period of the calendar year, all accrued compensatory time in excess of forty (40) hours shall be paid; however, the Employer may elect to carry over such accrued compensatory time for selected classifications of employees. Employees so affected shall be paid for all accrued compensatory time hours in excess of forty (40) by the pay period ending nearest June 1st of the following year.
  4. All continuous hours worked in excess of twelve (12) consecutive hours shall be paid at the rate of two (2) times the employee's regular hourly rate. In computing the twelve (12) hours, normal lunch periods shall not be considered as a break in determining continuous hours worked.
  5. Employees who are called in for overtime work shall be granted a minimum of two (2) hours time at time and one-half (1-1/2). This provision shall not apply when an employee is directed to work beyond his assigned schedule nor shall it

apply when an employee is directed during the previous day to report early the following day.

- C. Acting Out of Classification Pay for Work Performed Within the Unit: Any employee who by assignment performs the work of a classification that falls into a pay range higher than the pay range of such employee's classification shall receive as additional compensation twenty (20) cents per hour per range, while so assigned.
- D. Acting Out of Classification Pay for Work Performed Outside the Unit: Any employee who by assignment performs the work of a classification that falls into a pay range higher than the pay range of such employee's classification, shall receive as additional compensation twenty (20) cents per hour per range, while so assigned. However, in no case shall acting out of classification pay be paid for a range higher than that of a Librarian 3 level.

In order to qualify for such pay the following conditions must be met:

1. The employee shall perform a substantial proportion of the key distinguishing duties of the higher classification such that he/she is performing duties beyond the scope of his/her normal position.
2. The employee must perform such duties as described in "A" above for five (5) or more days, with acting pay to commence on the first day of such an assignment.

E. Shift Differential:

Employees performing authorized work between the hours of six (6:00) p.m. and six (6:00) a.m. and for all hours worked on a contract designated holiday, shall be paid a premium of fifty-eight cents (\$.58) effective the pay period including January 1, 2010. Employees performing authorized work on Sunday shall be paid a premium of one dollar and seventy-eight cents (\$1.78) effective the pay period including January 1, 2010. Employees performing authorized work on Saturday outside the hours cited herein shall be paid fifty-eight cents (\$.58) effective the pay period including January 1, 2010.

F. Vacation Leave Pay: Employees shall be permitted to receive a biweekly paycheck in advance of the normal biweekly payday provided that:

1. The employee requests to receive the advance biweekly paycheck no earlier than nineteen (19) days prior to the normal payday and no later than fourteen (14) days prior to the normal payday.
2. The request to receive the advance biweekly paycheck is approved by the department or division head.
3. The employee will be on paid vacation leave for five (5) consecutive days, one of which shall be the normal biweekly payday and one of which shall be the day preceding the normal biweekly payday.

Advance paychecks requested in this manner shall be limited to two (2) per calendar year per employee.

G. Longevity Plan: All employees shall receive longevity pay calculated to the nearest dollar, subject to the following schedule and terms and conditions:

1. Schedule:

- a. Three (3%) percent of the base pay at the beginning of the fifth (5) year of continuous employment.
  - b. An additional three (3%) percent (total of 6%) of base pay at the beginning of the tenth (10) year of continuous employment.
  - c. An additional two (2%) (total of 8%) of base pay at the beginning of the fourteenth (14) year of continuous employment.
  - d. An additional one (1%) percent (total of 9%) of base pay at the beginning of the sixteenth (16) year of continuous employment.
  - e. An additional one (1%) percent (total of 10%) of base pay beginning with the eighteenth (18) year of continuous employment.
  - f. An additional one (1%) percent (total of 11%) of base pay beginning with the twentieth (20) year of continuous employment.
  - g. An additional one (1%) percent (total of 12%) of base pay beginning with the twenty-fifth (25) year of continuous employment.
2. Longevity payments shall be effective on the first day of the biweekly pay period following the completion of the required length of service.
3. Any time spent on authorized leaves of absence without pay, disability leaves of absence without pay, and any time spent on layoff status, shall not act to break the continuous employment. However, leaves of absence without pay or periods of layoff in excess of the first cumulative thirty (30) calendar days in a calendar year shall not be considered employment time for the purpose of computing longevity.
4. All longevity provisions of this article shall be made only in compliance with the existing rules of the Employer.

### ARTICLE XIII HOURS OF WORK

A. Hours of Work:

1. Work Day: The normal work day for full time employees shall consist of eight and three-quarters (8-3/4) consecutive hours. The normal work day shall include a one (1) hour unpaid meal period. Split shifts may be scheduled upon mutual agreement between the affected employee and the employee's supervisor.

2. Work Week: The normal work week for full-time employees shall be a total of thirty-eight and three-quarters (38-3/4) hours within the period Sunday through Saturday.
3. Work Schedule Changes: The City agrees that an employee's assigned hours, days of the week on, or days off shall not be changed without providing five (5) work days notice. This notice requirement shall not apply to changes that are the result of absences by other employees. The five (5) day notice may be waived by mutual agreement between the employee and his/her supervisor.
4. Scheduling: The Employer shall make every reasonable effort to make work schedules available at least two (2) weeks in advance.
5. Sunday Hours:
  - a. The City agrees to meet and confer 60 to 90 days prior to initially opening new branches on Sunday.
  - b. Sunday hours worked may be additional hours for full-time employees and may be considered as part of the normal work week for employees hired after February 20, 2011.
  - c. Part-time employees who work on Sunday shall receive one dollar and seventy-eight cents (\$1.78) per hour premium pay in addition to their normal rate of pay. If a part-time employee has worked thirty-eight and three-quarters (38-3/4) hours in the same work week in which they work a Sunday, all hours worked beyond 38-3/4 hours will be at time and one-half their normal rate of pay. Upon mutual agreement of the employee and the library, the employee can flex their schedule in the week in which they are working a Sunday.
  - d. Sunday work hours will be filled first with employees hired after February 20, 2011, and then with volunteers from the classification and department/division involved, except by mutual agreement of the parties. If there are insufficient volunteers from within the department/division, volunteers will be solicited with the classification throughout the bargaining unit. Seniority shall be used in selecting slots by volunteers. If there are still insufficient volunteers, the Library may assign employees from the classification from the department/division involved by inverse order of seniority. The Library shall solicit volunteers on a quarterly basis.
  - e. Security service will be provided during all hours the Central Library is open on Sunday.
  - f. Sunday Library hours will be staffed as follows:

The Library shall be closed on the Sunday after Christmas and after New Year's Day. The work schedule and patron hours may be adjusted to permit employees the opportunity to begin and close operations. Initially, the Library will not provide telephone reference service. Such service may be added later.

ARTICLE XIV  
AUTHORIZED LEAVE

- A. Vacation Leave: Employees shall be granted vacation leave with pay during the calendar year subject to the following terms and conditions:
1. Satisfactory employee completion of six (6) months probationary period.
  2. Vacation leave which is not taken within the calendar year in which it was earned and prior to separation from service shall be deemed to have been waived except:
    - a. Unused vacation up to two (2) weeks will be carried over automatically.
    - b. Unused vacation may be carried over with the permission of the Department Head or designated representative.
    - c. When an employee successfully completes the original employment six (6) months probationary period in December or within the first six (6) months of a calendar year.
  3. Vacation leave shall be accrued on the basis of continuous service, including periods of paid absent time. Leaves of absence without pay, disability leaves of absence without pay, or periods of layoff in excess of the first cumulative thirty (30) calendar days in a calendar year shall not qualify as service time.
  4. Should any employee who has selected his vacation leave periods in accordance with the established schedule be denied or persuaded to forego his/her vacation at that time and for whom an acceptable alternative period is not provided shall be entitled to carry his/her unused vacation credits into the following year. Failure to select a vacation leave period in accordance with vacation leave schedules shall not be deemed cause to carry over unused vacation credits into the following year, and such unused vacation credits shall be considered lost.
  5. Vacation leave shall be granted at the rate of:
    - a. Two (2) work weeks after one (1) full year of continuous service, or
    - b. Twelve and one-half (12-1/2) work days per year after completion of three (3) years of continuous service, or
    - c. Fifteen (15) work days per year after completion of seven (7) years of continuous service, or
    - d. Seventeen and one-half (17-1/2) work days per year after completion of eleven (11) years of continuous service, or
    - e. Twenty (20) work days per year after completion of fifteen (15) years of continuous service, or

- f. Twenty-five (25) work days per year after completion of twenty (20) years of continuous service.
  - g. Twenty-five (25) work days per year after completion of nineteen (19) years of continuous service. (Effective January 1, 1999)
  - h. Twenty-seven (27) work days per year after completion of twenty-seven (27) years of continuous service.
6. Eligible employees shall accrue a proportional part of vacation at the completion of service for each pay period. Vacation earned through a calendar year may be taken during such year. However, should an employee's service be terminated prior to the end of the year, he/she shall reimburse the City for any unearned leave he/she has taken. There shall be deducted from his/her last wages an amount sufficient for that purpose.
  7. Full vacation for the year in which employee retires or dies.
- B. Sick Leave: All employees shall be eligible for sick leave benefits for absences necessitated by illness, bodily injury (when not a Workers' Compensation case), exposure to contagious disease (when confirmed by a physician) and serious illness, or death in the immediate family of the employee. The term "immediate" family shall be defined as: father, mother, wife, husband, children, father in law, mother in law, son-in-law and daughter-in-law, brother and sister, step-parents, stepbrother, stepsister, grandparents, spouse's grandparents, brother-in-law and sister-in-law, stepchildren or grandchildren. All such leave shall be subject to the following terms and conditions.

Employees who have designated a family partner shall also be eligible for sick leave pursuant to the provisions contained in this section except as otherwise provided herein. A family partner shall be defined as a person designated, in writing, by the employee as a family partner or that partner's children, stepchildren, or grandchildren. The Mayor shall establish rules and procedures for such designation of family partners.

1. Sick leave shall be earned at the rate of one-half (1/2) day per biweekly pay period of service.
2. Sick leave credits may be accumulated to a total not to exceed one hundred fifty (150) days, except as provided in G or H of this Article. The recording of such accumulation and any use thereof shall be in hours.
3. During the original employment probationary period, employees may draw in advance of the six (6) days sick leave credit which may be earned in the probationary period, provided such unearned leave shall be repaid to the City if the employee's service is terminated prior to the completion of the probationary period.
4. In order to qualify for sick leave, an employee shall:
  - a. Notify his/her supervisor in advance of the absence.



- b. Keep his/her supervisor informed of conditions and estimated day of return to work.
  - c. Submit a physician's certificate for such absence upon request of the City for any excessive absences which exceed an accumulation of six (6) days in any twelve (12) month period and which are not related to major illness or injury. Any absence(s) supported by a certificate from a qualified health care provider, as defined by APM 2-21 shall not be counted toward the six (6) days.
5. Sick leave benefits shall not be payable for absence on the work day prior to and immediately following a holiday, unless the employee has notified his supervisor of his illness or injury in advance of his regular daily starting time.
6. a. Employees who on or after January 1, 1996 retire or who are disabled and who are eligible to receive Social Security benefits, Wisconsin Retirement Fund annuity payments or other public employment fund annuities shall receive the equivalent value of one hundred percent (100%) of their accumulated unused sick leave credits computed at the prevailing rate plus any longevity pay in effect at the time of the employee's retirement, or in the case of disability, as soon as the employee's disability has been established by either the Social Security office or the Wisconsin Retirement Fund Board.

The City will, on behalf of employees, in accordance with Internal Revenue Service regulation, establish an annuity program by which an annuity shall be purchased at the value indicated above, which shall be utilized by the employee as permitted by Internal Revenue Service Regulations. The parties intend that such purchase will not constitute "constructive receipt" on the part of the employee, however, all such actions shall be solely subject to IRS determination. The employee shall have no option of receiving the cash equivalent of these funds unless the value of accrued sick leave is less than permitted for such annuity purchase.

- b. Employees who, on or after January 1, 2000, retire or who are disabled and who are eligible to receive Social Security benefits, Wisconsin Retirement Fund annuity payments or other public employment fund annuities shall receive the equivalent value of one hundred percent (100%) of their accumulated unused sick leave credits computed at the prevailing rate plus any longevity pay in effect at the time of the employee's retirement, or in the case of disability, as soon as the employee's disability has been established by either the Social Security office or the Wisconsin Retirement Fund Board.

Upon the death of the retiree, any funds remaining will be paid to the designated beneficiary or to the estate.

7. Post-Retirement Sick Leave Conversion Medical Reimbursement Plan (or the City's Governmental 401(a) Special Pay Plan)

a. Purpose:

The City of Madison has adopted a Post-Retirement Sick Leave Conversion Medical Reimbursement Plan (hereinafter, "Medical Plan") and a Governmental 401(a) Special Pay Plan (hereinafter, "Retirement Plan") (together called the "Plans") to allow retiring employees in the Local 60, Library Unit bargaining group to convert accumulated sick leave into a supplemental retirement benefit on a mandatory basis.

b. General:

The Plans are intended to allow some flexibility in the conversion of the unused accumulated sick leave. The City of Madison will apply a formula, set forth in Section d below, to convert a retiring employee's unused accumulated days of sick leave or extra retirement pay into a dollar value (hereinafter, "Benefit"). The benefit will be paid to the retiring employee through a supplemental benefit plan.

It is the City of Madison's intention that the benefits provided by the plan not be subject to FICA taxes. In addition, these benefits are to be tax deferred for both federal and State income tax until the retiree withdraws them from the plan. However, the City of Madison makes no warranties or representations regarding the tax treatment of any contribution made or amount received under the Plan. Employees should consult their own tax advisor to determine how to treat the supplemental benefits provided by the Plan.

c. Eligibility:

The conversion of unused sick leave is automatic and mandatory upon retirement and all retiring employees with unused accumulated sick leave extra on the date of their retirement and have at least \$2,000 in their account, will participate in the Plan.

To "retire" and be eligible for this Plan, an employee must be a Local 60 member who has reached age fifty-five (55), or age fifty (50) for protective service employees, during the calendar year of retirement, must retire from employment with the City, and be eligible for retirement benefits from the Wisconsin Retirement System.

d. Calculation of Benefit:

An employee who retires with the City of Madison shall receive a Benefit for the number of days of unused accumulated sick leave held by the retiring employee on his or her date of retirement, based on the following formula:

Total hours of accumulated sick leave x regular hourly rate of pay at time of retirement.

e. Payment of Benefits:

1. Election of Form of Benefit: Within thirty (30) days of receiving written notice of an employee's retirement, the City of Madison shall elect the form in which the retiring employee will receive the benefit. The Benefit can only be paid to the retiring employee in one of the forms set forth in paragraph 2 of this agreement. In making the election, The City of Madison will consider several established factors including the retiring employee's access to other health insurance coverage, the value of the retiring employee's unused accumulated sick leave and extra retirement pay, and the ability of the retiring employee to demonstrate the need for coverage. The City of Madison will notify the retiring employee in writing (within the thirty (30) day time period identified above) of the election made by the City of Madison.
  
2. Form of Payment: Retiring employees who are eligible to receive a supplemental benefit will be paid the Benefit in one of the following forms, pursuant to the election made in paragraph 1 of this agreement:
  - (a) The City of Madison shall make a contribution to the PRIME Trust, or the Medical Plan Trust (selected at the City of Madison's discretion) for the benefit of the employee to pay for health insurance premiums and unreimbursed medical expenses specified under Internal Revenue Code Section 213. This benefit will continue until fully exhausted by the retiree or their qualified dependant beneficiaries.
  
  - (b) The City of Madison shall make a contribution to the Retirement Plan Trust and/or 457(f) qualified deferred compensation plan (selected at the City of Madison's discretion) in the amount of the Benefit, which shall be paid to the retiring employee according to the terms of the selected plan.

f Plan Administrator:

The City is hereby designated as the Plan Administrator. The Plan Administrator shall have the authority to control and manage the operation and administration of the Plan, including the authority to make and enforce rules or regulations for the efficient administration of the Plan; to interpret the Plan; and to decide all questions concerning the Plan and the eligibility of any person to participate in the Plan. The Plan Administrator shall give reasonable notice of the availability and terms of the Plan to employees and shall keep accurate records of all benefits paid under the Plan.

e Miscellaneous:

- 1 All terms expressed herein shall be deemed to include the feminine and neuter genders and all references to the plural shall be deemed to include the singular and visa versa, all as proper construction shall dictate.
  - 2 This agreement does not enlarge or diminish the employment rights of any employee nor does it confer any right upon any employee to be retained in the service of the City.
  - 3 This Plan shall be constructed and enforced according to the laws of the State of Wisconsin, where the City is located.
  - 4 This document is descriptive only, and is subject in all regard to the documents establishing the Medical Plan and the Retirement Plan.
  - 5 Should an employee die while employed by the City, any accrued unused sick leave shall be added to the last pay due the employee.
8. Employees earning sick leave in excess of one hundred fifty (150) days shall receive a cash sum equivalent to the employee's regular salary times one hundred (100%) per cent of any unused excess days which payment is to be made on the pay day immediately preceding December 15th. Effective in 2009, employees who have accumulated a sick leave balance in excess of one hundred fifty (150) days will receive a cash sum equivalent to the employee's regular salary times fifty percent (50%) of the accumulation over 150 days that was earned in the previous twelve (12) months. The remaining unpaid accumulation will remain in the employee's balance. Payment is to be made on the pay day immediately preceding December 15th each year. For subsequent years, the balance from the previous year will remain and fifty percent (50%) of any newly accrued sick leave days will be cashed-out and the remaining fifty percent (50%) will be added to the total accrued sick leave time.

An example of how this works is as follows:

At the end of 2008, an employee with more than one hundred (150) days of accumulated sick leave is brought down to one hundred fifty (150) days. In 2009, the employee acquires thirteen (13) more sick days, but uses five (5) of them, leaving the employee with 158 sick days accumulated. In December of 2009, the employee will receive the pay for four (4) sick days and four (4) days will be added to the employee's 150 sick days, giving the employee a new total of 154 accumulated sick days. In 2010, the employee acquires thirteen (13) more sick days, but again uses five (5) of them, leaving the employee with eight (8) new sick days accumulated by December of 2010. The employee will receive the pay for four (4) sick days and four (4) days will be added to the employee's 154 sick days, giving the employee a new total of 158 accumulated sick days.

C. Holidays:

The following days are established as paid holidays for employees:

New Year's Day  
Martin Luther King, Jr. Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
Three and one-half (3-1/2) Floating Holidays

Three and one-half (3-1/2) floating holidays are to be taken on days selected by the employee and subject to the approval of the Department Head. All such leave shall be subject to the following terms and conditions:

1. No holiday benefits shall be payable if the employee is absent from work the work day prior to or after the holiday, unless the employee is on paid leave approved by his/her supervisor.
2. In the event that any of the designated holidays fall on Sunday, the following Monday shall be observed as the contract designated holiday. If any of the designated holidays fall on a Saturday, eligible employees shall be granted a day off at a time which is agreeable to the employee and the supervisor.
3. Employees performing authorized work on a contract designated holiday shall be compensated at the rate of two (2) times the employee's regular rate of pay for hours worked in addition to the holiday pay or compensatory time off.
4. Employees who are hired into a permanent position on or after November 1 will be permitted to carryover unused floating holidays into the calendar year following their date of hire into a permanent position.

D. Death in the Immediate Family:

1. Employees shall be allowed three (3) work days leave with pay in the event of the death of such employee's spouse or designated family partner (in accordance with reasonable rules and regulations adopted by the City for such designation of family partners) or the employee's, employee's spouse's or family partner's father, mother, children, foster children, brother, sister, step-parents, stepbrother, stepsister, grandparents, great-grandparents, son-in-law, daughter-in-law, stepchildren or grandchildren. Bereavement leave must be used within two weeks of the qualifying death, funeral, or memorial service, unless otherwise authorized by the Human Resources Director.
2. In the event of the death of a member of the employee's family, other than those set forth in Section A, employees shall be entitled to one (1) day of leave with said leave to be charged against any paid leave credits due the employee at the discretion of the employee. Additional leave may be granted at the discretion of the Library Director or designated representative and such leave shall be

charged against any paid leave credits due the employee at the discretion of the employee. In absence of paid leave credits, the time off shall be charged as leave without pay.

3. Death of Friends: Employees shall be entitled to leave without pay; one day when the memorial service takes place out of town; one half day for in town memorial services; such time off may be charged against any paid leave credits due the employee at the discretion of the employee. In absence of any paid leave credits, the time off shall be charged as leave without pay.

E. Military Leave:

1. Employees who are duly enrolled members of the reserve components of the Armed Forces of the United States, shall be granted a leave of absence not to exceed two (2) weeks in the calendar year for the purpose of attending duly ordered field camps of instruction or instruction from schools.
2. Employees who are called to duty by reason of civil disobedience, disorder, or insurrection, shall be granted a leave of absence not to exceed two (2) calendar weeks or ten (10) working days.
3. Employees granted leave under paragraphs (A) and (B) of this section shall be entitled to reimbursement when their daily military salary is less than their regular daily salary from the Employer, in an amount equal to the difference.

F. Jury Service Leave:

1. Employees who are called for jury service in any court of the State of Wisconsin or of the United States shall be granted a leave of absence to serve as a juror.
2. Employees granted leave under paragraph (A) of this section shall be eligible for reimbursement of lost salary, subject to the following terms and conditions:

Where the fee paid for such jury service, exclusive of transportation expenses and meals, is less than the salary paid by the City to such employee, for a comparable period of time, the City shall reimburse the employee for the loss occasioned by such difference.

G. Leave of Absence Without Pay:

1. The Library Director may, in appropriate circumstances, grant a leave of absence without pay, limited to fifteen (15) working days.
2. Leave of absence without pay in excess of fifteen (15) working days may be granted subject to the written approval of the Mayor.

H. Disability Leave of Absence Without Pay:

1. Disabled employees shall be entitled to a leave of absence without pay for a period not to exceed six (6) months, subject to the following provisions.

- a. The employee shall apply for such leave, in writing, to the Library Director, with a copy to the Department of Human Resources.
  - b. The employee shall submit a physician's report including a statement of the illness or injury and whether or not the employee is able to work.
  - c. The employee shall submit to the Library Director, with a copy to the Department of Human Resources, a physician's statement of release for work before returning to work.
2. In the event the employee is unable to return to work at the end of the aforementioned six (6) months, the employee shall be placed in a layoff status for a period not to exceed an additional eighteen (18) months.

During the period of layoff, should the employee's physician approve, in writing, the employee's return to work, said employee may, on the basis of the general seniority and provided he/she has the ability to do the work, displace the most junior employee in any job classification equal to or lower in grade than his/her original position within the bargaining unit. Said employee so displaced shall have the rights afforded in Article XI.

3. For a period not to exceed six (6) months the Employer shall continue to pay or share in the premium payment as provided in Article XV.

I. Paid Leave Time:

1. City offices and departments, unless otherwise required, shall be closed on the day after Thanksgiving. In those cases where persons performing required duty cannot be granted this time off, one (1) day compensatory time off shall be granted at a mutually agreeable time.
2. City offices and departments may be closed the entire day or any part of it on December 24 and December 31. In the event an office or department is open, the department head may release employees from duty on that day at the department head's discretion. In those cases when persons performing required duty cannot be granted all or part of the day off, appropriate compensatory time off shall be granted at a mutually agreeable time. The intention of this provision is to grant each employee their entire respective work day off with pay provided that December 24 and December 31 fall on a week day, Monday through Friday.

When December 24 and December 31 fall on either Saturday or Sunday, employees shall be provided with one (1) paid leave day in the future for each day in lieu of the benefits provided herein for December 24 and December 31.

3. Those employees who have a scheduled day off or who are on vacation or sick leave on the above specified days are entitled to receive one (1) day compensatory time off at a mutually agreeable time.
4. Those employees who work on a shift that requires them to work their full shift on December 24 and/or December 31 shall be entitled to one (1) day compensatory time off even though these days fall on a Saturday or Sunday.

5. All compensatory days granted under this section shall be at straight time.

ARTICLE XV  
INSURANCE - RETIREMENT

A. Health and Hospital Coverage:

1. The City agrees to contribute toward the monthly premium for family coverage or toward the monthly premium for single coverage up to to 88% of the average Tier 1 premium among the health care providers offered in the Wisconsin Public Employer's Group Health Insurance program's Dane County service area.
2. The provisions set forth above shall:
  - a. Represent the contribution basis for health care continuation from the expiration date of this agreement until the ratification of a successor agreement and,
  - b. Serve as the basis for the negotiation of a successor collective bargaining agreement.
3. Beginning January 1, 2015, the City may also utilize alternative options for health insurance plan design. The City will meet and confer with the Union prior to utilization of alternative options.
4. It is the intent of the parties that no employee shall receive a contribution towards health insurance that is more than the cost of the lowest bidder or their pro-rated contribution of that cost, e.g., a permanent full-time employee electing the lowest bidder will receive that contribution, while a 50% permanent part-time employee electing the lowest bidder shall receive 50% of the cost of the lowest bidder.
5. Registered domestic partners shall be covered for health 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 that offers that benefit.
6. The City shall reimburse employees for health insurance premiums paid for qualified domestic partners on the following basis:
  - a. To qualify for reimbursement for health insurance premiums paid by a domestic partner, the employee and partner shall be:
    - 1) In a relationship of mutual support, caring and commitment and intend to remain in such a relationship in the immediate future; and
    - 2) Not related to blood closer than would bar marriage in the State of Wisconsin; and



- 3) Not married or legally separated and if either party has been a party to an action or proceeding for divorce or annulment, at least six (6) months have elapsed since the date of the judgment terminating the marriage; and
  - 4) Neither domestic partner is currently registered in a domestic partnership with a different domestic partner and, if either partner has previously been registered as a domestic partner in a domestic partnership, at least six (6) months have elapsed since the effective date of termination of that registration; and
  - 5) Eighteen (18) years of age or older; and
  - 6) Competent to contract; and
  - 7) Occupying the same dwelling unit as a single, non-profit housekeeping unit, whose relationship is of permanent and distinct domestic character; and
  - 8) Not in a relationship that is merely temporary, social, political, commercial or economic in nature; and
  - 9) Jointly responsible for each other's common welfare and share financial obligations which could be demonstrated upon request by providing proof of the existence of:
    - (i) Designation of Domestic Partner as primary beneficiary in either my or my Domestic Partner's will, or life insurance, or retirement plan
- OR
- (ii) Two (2) of the following:
    - Joint mortgage or lease or other appropriate written evidence of common residence such as joint utility bills
    - Durable property or health care power of attorney
    - Joint ownership of motor vehicle
    - Joint checking account or joint credit account

- b. Change in Domestic Partnership: The employee agrees to notify the City of Madison Human Resource's Department within thirty (30) days if any eligibility requirements listed above and certified by the employee on a form provided by the City are no longer satisfied which would make the Domestic Partner no longer eligible for the City of Madison Health Insurance Premium Reimbursement Plan. If the Domestic Partner relationship terminates, a subsequent registration of Domestic Partnership can be filed six (6) months after a Termination of Domestic

Partnership letter of the previous partnership has been submitted to the City of Madison Human Resources Department.

- c. Acknowledgment: Employees applying for this benefit shall certify that:
- 1) Their domestic partner does not have access to any employer sponsored health insurance (i.e., where the Employer would pay at least fifty percent (50%) of the cost. Any such access must be reported immediately and will serve to negate their domestic partner's eligibility for this benefit.
  - 2) The benefits for their Domestic Partner using this registration will remain in effect as long as they remain an active City employee and continue to meet the health insurance eligibility requirements or until alternative health insurance coverage is provided through the State of Wisconsin Insurance Board and that the percentage level of City contribution shall be consistent with that established for the employee.
  - 3) The filing of false, inaccurate, or misleading information, or the failure to correct any such information which may result in the repayment of unauthorized benefits, may subject the signing employee to discipline, and may result in other legal and/or financial penalties as provided by law.
  - 4) The City of Madison retains the right to verify, at any time, any and/or all of the information set forth in the registration.
  - 5) This registration affects only health insurance benefits. The sick leave, bereavement leave, and family leave benefits to City employees registered with the Human Resources Department remain the same and unaffected by this registration.
  - 6) That it is the employee's responsibility to periodically (not more frequently than monthly) request said reimbursement through the appropriate form available from the Human Resources Department.
- d. The City of Madison will reimburse qualifying employees for the amount of the premium paid by their qualified domestic partner, but no more than an amount equal to the difference between 105% of the cost of the lowest family plan health insurance option and 105% of the cost of the lowest single plan health insurance option. Permanent part-time and hourly employees are eligible for this benefit based on the pro-rated share that the City pays for their health insurance. Reimbursements will be made on the City employee's payroll check and withholding will be taken for federal, FICA, Medicare and State tax purposes.

Should Local (City Unit) reach agreement with the City for the 2002-2003 contract that changes the right of City employees who are married or domestic partners to other City employees to carry two (2) family health

insurance plans, said agreement shall be immediately applied to this bargaining unit.

7. If an employee not enrolled in the City health insurance plan enrolls in said plan prior to retirement, the City agrees to reimburse the employee for the three (3) months premium gap that occurs because he or she is required to participate in the "Standard Plan" offered by the Wisconsin Public Employer's Group Health Insurance plan for that period before he or she can enroll in other health care provider options. The premium gap means the difference between the City contribution in accordance with this Article and the cost of the "Standard Plan" premium. Reimbursement for the excess premium amount paid shall be made as soon as possible after the employee retires. Each employee is entitled to the premium gap payment one time. For example, if an employee enrolls in a family plan and is required to enroll in the Standard Plan, the City will make its normal premium contribution as required in this Article and it will reimburse said employee after his or her retirement, for the difference between said contribution and the premium paid by the employee for the Standard Plan for the three (3) month period.
- B. Life Insurance: The Employer will continue to provide a Group Life Insurance Plan at least equal to the State Group Life Insurance Plan on the same shared cost basis during the life of the Agreement.
- C. Wisconsin Retirement Fund: The City and employee shall each pay to the Wisconsin Retirement System an amount equal to one-half of the total contribution rate approved by the Employee Trust Fund Board.
- D. Unemployment Compensation: The Employer will continue to provide Unemployment Compensation in accordance with State Statutes.
- E. Workers' Compensation: In the event any employee covered by the terms of this Contract is entitled to receive compensation for temporary total disability in accordance with the provisions of Chapter 102, Wisconsin Statutes, said employee shall continue to be paid by the City at eighty percent (80%) of the same rate on the same basis as he/she was prior to such injury, provided that no employee shall receive less than the same net regular rate of pay as he/she was paid prior to such injury. Regular rate of pay is defined as the base rate, as shown in Appendix A, plus applicable longevity pay, if any. Said pay shall include his/her Workers' Compensation benefit and shall continue for a period not to exceed one hundred eighty (180) working days or thirty six (36) working weeks and during such period the employee is receiving pay under the provisions of this paragraph, said employee shall continue to accrue sick leave and vacation in accordance with the provisions of this Contract, provided that no employee by reason of this paragraph shall receive pay for more than fifty two (52) weeks in any calendar year. Payment provided herein shall include the first three (3) days said employee is absent from work.
- F. Income Protection Plan: The insurance policy known as the Income Protection Plan presently in force for City employees shall be maintained. Calculations for wage insurance premiums are as follows:

Sick Leave Used (in days)	Sick Leave Accrued (in days)	Employee Pays
0-3.00	10.00-13.00	0%
3.01-4.00	9.00-9.99	20%
4.01-5.00	8.00-8.99	40%
5.01-6.00	7.00-7.99	60%
6.01-7.00	6.00-6.99	80%
7.01-+	0-5.99	100%

Calculation of the 2014-2015 premiums/percentages will be made in accordance with the same practice utilized in the previous two years.

The insurance premium shall be waived for unit members with one hundred (100) days or more of accrued sick leave (regardless of the number of sick days used in the past year).

- G. Dental Insurance: The City agrees to provide dental insurance to employees under plan(s) agreed to by the parties. The premiums for such plan(s) shall be deducted by payroll deduction from participating employees. Should any other bargaining unit reach agreement with the City that improves this benefit and/or administration, said improvements shall be immediately applied to this bargaining unit.

## ARTICLE XVI MISCELLANEOUS

A. Motor Vehicle Mileage:

1. There shall be provided for those employees who are required to provide their own motor vehicle as a condition of their employment:
  - a. A monthly motor vehicle allowance of thirty (\$30.00) dollars; and in addition,
  - b. A monthly mileage payment for each mile traveled on City business at the rate established by the Internal Revenue Service.
  - c. Reimbursement for any parking meter costs incurred while on City business away from the employee's primary work station. If the Parking Utility institutes a parking surcharge during the term of this Agreement, employees who are required to provide their own cars as a condition of their employment shall be exempted from or reimbursed for this surcharge.
  - d. Employees who are required to pay parking costs at their primary work station shall receive reimbursement not to exceed the value of four (4) hours of parking at the highest rate per hour fee charged by the City for public parking (excluding Special Event fees) per day while parked at their primary work station. Such reimbursement will be reported on a form to be provided by the employer. Such reimbursement shall not exceed the value of four (4) hours of parking at the location with the highest rate per

hour fee charged by the City for public parking (excluding Special Event fees) for twenty-five (25) days each month.

2. There shall be provided for those employees who may on occasion use their own cars at the request of the Employer reimbursement at the rate established by the Internal Revenue Service and reimbursement as set forth in A.4 above, if applicable.
  3. The Library units shall have one (1) representative on the Parking Committee established in the City unit negotiations.
- B. Existing Benefits: The Employer intends to continue other authorized existing employee benefits not specifically referred to or modified in this Agreement. It is agreed by the Union that bad or unreasonable habits that may develop among employees do not constitute "past practice" rights or employee benefits. The existing employee benefits referred to in this section are those that are mandatory subjects of bargaining primarily related to wages, hours and other conditions of employment.
- C. Legal Protection: The Employer agrees to provide liability protection pursuant to its obligations under Wisconsin Statutes 895.46.
- D. Training Costs Reimbursement: The Employees shall be reimbursed for costs incurred by participating in Employer approved training courses in accordance with applicable ordinances, resolutions and/or administrative procedure memoranda.
- Whenever reasonably practicable, the Employer shall approve or deny requests for training leaves in writing within ten (10) work days following receipt of the request. Such written notice shall identify as clearly as reasonably practicable the reason(s) for denying such requests. If the reason(s) for denying a request includes a staffing and/or budgetary problem(s), such problem(s) shall also be identified. In addition, the notice will indicate if denial was made by the Library or Personnel Department. The Employer agrees not to be arbitrary or capricious in approving or denying requests for training.
- E. Bus Pass Subsidy: For the exclusive use of employees who purchase one of the bus passes specified below and who utilize such pass for their mode of transportation to and from work, the Employer shall provide a subsidy for such employees toward the cost of such bus passes as provided in the following schedule. The City agrees to increase the bus pass subsidy by the same percentage as the wage increases negotiated by the parties rounded to the nearest nickel. In no case shall the reimbursed amount exceed the cost of the bus pass.

Madison Metro Passes	Employer Subsidy	
	2004	2005
Commuter Pass	\$16.15	\$16.55
Monthly Pass	\$16.15	\$16.55
Convenience Ticket Books (Paratransit)	\$16.15	\$16.55
Adult QUIK-TIX Tickets	\$8.00	\$8.20
Convenience Ticket Books (Disabled)	\$8.00	\$8.20

Employees may purchase bus passes on a pre-tax basis.

- F. Safety Committee: The City agrees that the Paraprofessional Library Unit of Local 60 may participate in the Safety Committee established for office and technical employees pursuant to Sec. 16.05(B) of the Agreement between the City and the Dane County, Wisconsin Municipal Employees (Local 60), AFSCME, AFL-CIO. The Union shall be allowed to appoint one (1) Union representative from this bargaining unit. Employees serving on this committee shall be allowed to participate without loss of regular pay exclusive of overtime or premium pay if such meetings should occur during the employee's regular workday.
- G. Video Display Terminals: The parties agree to meet at the request of either party to discuss issues and/or problems which may arise related to use of video display equipment. The parties recognize that the use of video display equipment may require ongoing communication.
- H. Incident Weather: When the Library reasonably determines that its facilities shall not be open due to weather conditions, employees shall be entitled to compensation for regular time missed according to the following options, which shall be selected at the employee's discretion:
1. Make-up time missed at straight time at a time approved by the supervisor, or;
  2. Use accrued paid leave time, excluding sick leave, available under the contract.

If these alternatives are not used, the time lost shall be considered authorized unpaid leave.

- I. Election Officials: The employees may use vacation, floating holiday, and/or compensatory time to cover for their regular or scheduled hours of employment, provided they have given at least a seven (7) day advance written notice of their request to be off the entire twenty-four (24) hour period of election day to serve as a poll worker. In this case, the employee will also retain any and all compensation they receive as an election official.

If an employee chooses to request time-off to be an Election Official at least seven (7) days in advance, but decides not to use any accrued benefit time (vacation, holiday or compensatory time) to cover their absence, they will be paid their regular wage/salary for the hours they would have otherwise received in their regular work schedule. In addition, the employee will receive a check for the Election Official compensation for the hours where there is no overlap between the employee's regular or scheduled hours and the hours they serve as an Election Official.

The City will not pay overtime or shift differential for any employee exercising their desire to work as an Election Official, regardless if the number of hours worked as an Election Official would otherwise qualify them for same under the collective bargaining agreement.

Employees interested in becoming an Election Official must contact the City Clerk's Office to sign-up for election duty.

- J. The parties mutually agree that a Post Employment Health plan will be created during the term of the collective bargaining agreement which is mutually agreeable to the City and Union. The total cost shall not exceed \$10,900 during the course of the collective bargaining agreement.
- K. Those employees hired after February 20, 2011, may be utilized at any site as needed without penalty.

#### ARTICLE XVII LIBRARY ASSISTANT (MULTI-SITE)

- A. The Library may establish positions with the working title of "Library Assistant (Multi-Site)" under the following conditions:
  - 1. All multi-site positions shall be full-time (current multi-site employees who are not full-time may remain part-time if they so desire).
  - 2. Multi-site positions will be paid a premium of five percent (5%) more than the Library Assistant 1 rate.
  - 3. The number of multi-site positions will not exceed the number of branches divided by two (2). It is understood that the Central Library shall not constitute a branch for the purpose of this calculation.

These positions shall be assigned the same duties as Library Assistants, distinguished in that these positions will be assigned to various library sites based on scheduling needs as identified by Library Administration. Each employee holding this position shall be assigned a home base of the Alicia Ashman, Pinney, Lakeview, or Sequoya Branch Library.

#### ARTICLE XVIII AUTHORITY

- A. Agreement on Behalf of the Union: The Union hereby and herewith covenants, agrees, and represents to the City that the Union is duly authorized and empowered to covenant for and on behalf of all members in its bargaining unit and represents that it and its members will faithfully and diligently abide by and be strictly bound to all of the provisions of this Agreement as herein set forth. The parties agree that in conferences and negotiations, the Union will represent all employees in the bargaining unit.
- B. Agreement on Behalf of the City: The City hereby and herewith covenants, agrees, and represents to the Union that the City is duly authorized and empowered to covenant for and on behalf of the City and represents that the City will faithfully and diligently abide by and be strictly bound by all the provisions of this Agreement as hereinafter set forth.
- C. Savings Clause: If any Article or Section of this Agreement or any Addenda thereto should be held invalid by operation of law by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be affected thereby and

the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

- D. Notices: All written notices sent by the Union to the City shall be directed to the Labor Relations Manager.

All written notices sent by the City to the Union shall be directed to the Union representative with a copy to the local Union chairperson.

- E. Duration of Agreement: This Agreement shall be effective as of March 16, 2014 and shall remain in full force and effect through March 15, 2015. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before the 1st day of January of any year in which the Agreement is in force that it desires to modify this Agreement.



ARTICLE XIX  
AGREEMENT

In witness wherefore, the parties hereto have executed this agreement.

Dated at Madison, Wisconsin, on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF MADISON

DANE COUNTY, WISCONSIN MUNICIPAL  
EMPLOYEES, LOCAL 60 (LIBRARY UNIT)  
AFSCME, AFL-CIO

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
AFSCME STAFF REPRESENTATIVE

\_\_\_\_\_  
COMPTROLLER

\_\_\_\_\_  
SECRETARY, LOCAL UNION

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
PRESIDENT, LOCAL UNION

\_\_\_\_\_  
LABOR RELATIONS MANAGER

\_\_\_\_\_  
BARGAINING COMMITTEE MEMBER

\_\_\_\_\_  
BARGAINING COMMITTEE MEMBER

\_\_\_\_\_  
BARGAINING COMMITTEE MEMBER

\_\_\_\_\_  
CHAIRPERSON BARGAINING COMMITTEE

Approved as to form only, on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
CITY ATTORNEY

## APPENDIX A PAY PROVISIONS

- A. The following general positions represented by Dane County Municipal Employees, shall be compensated in accordance with the salary schedule, classifications and salary ranges herein designated effective the pay period including March 16, 2014. The City reserves the right to reduce base wages by a maximum of 3% effective March 16, 2014. The City will meet and confer with the Union prior to any reduction in wages.

Effective the last pay period of December 2014, the City will not reduce wages, and may implement a wage increase not to exceed 3%.

- B. The normal progression through salary ranges shall be as follows:

SALARY STEP	1	2	3	4	5
	STARTING	AFTER	AFTER	AFTER	AFTER
		6 MOS	18 MOS	30 MOS	42 MOS

- C. Employees shall advance from the starting Step 1 to Step 2 upon successful completion of the probationary period or any extension thereof, and shall continue to advance after each twelve (12) months of service.
- D. Step increments for the positions of Clerk 1 and Clerk Typist 1 shall occur on six (6) month service time intervals commencing with successful completion of the probationary period or any extension thereof until the maximum base step is reached. Upon completion of six (6) months of service at the maximum base step, Clerk 1s and Clerk Typist 1s shall be advanced to the objective classifications of Clerk 2 and Clerk Typist 2 respectively at step three (3), and shall continue to advance through the remaining steps after each twelve (12) months of service.

### BIWEEKLY BASE RATE SALARY SCHEDULE COMPENSATION GROUP 32

RANGE 01	1	2	3	4	5
	1247.68	1291.43	1331.34	1377.18	1434.98

CLERK 1

CLERK TYPIST 1

RANGE 02	1	2	3	4	5
	1423.51	1460.70	1493.15	1539.62	1581.41

CLERK 2

CLERK TYPIST 2

RANGE 03	1	2	3	4	5
	1460.70	1493.15	1539.62	1581.41	1638.40

ACCOUNT CLERK 1

<b>RANGE 04</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
	1539.62	1581.41	1637.06	1678.91	1738.64

ADMINISTRATIVE CLERK 1  
ACCOUNT CLERK 2

LIBRARY PRESS OPERATOR

<b>RANGE 05</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
	1581.41	1637.06	1678.91	1738.64	1789.14

LIBRARY ASSISTANT 1

LIBRARY COMPUTER TECHNICIAN

<b>RANGE 06</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
	1637.06	1678.91	1738.64	1789.14	1839.76

ACCOUNT CLERK 3

ADMINISTRATIVE CLERK 2

<b>RANGE 07</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
	1678.91	1738.64	1789.14	1839.76	1890.15

LIBRARY ASSISTANT 2

## APPENDIX B EXAMINATION

For all examinations, an Evaluation of Experience form as herein described will be completed on each represented employee who has been admitted for an examination. The form will be completed by a representative in the City Personnel Office. The evaluation form shall be scored and the point totals added to the other point totals obtained in the examination as described in Sec. 9.05 of the contract.

### Evaluation of Experience

Instructions: This form is to be used to credit applicants admitted for examination of work experience. Experience is to be first evaluated in terms of its degree of relevance to the job for examination. Experience directly related to the job open is to be credited as level A experience if the experience was obtained while in the service of the City of Madison. Experience directly related to the job open but obtained in a job(s) not with the City of Madison is to be credited as Level B experience. Experience related, but not directly in the job series of the job opening is to be credited as Level C experience if it was obtained with the City of Madison and as Level D if it was with another employer.

A total of five (5) years experience is the maximum to be rated. The grid below enumerates how the experience is to be credited:

- Levels Defined:
- A. Directly related experience in the job series in the City service.
  - B. Directly related experience in the job series in non City service.
  - C. Related experience in City service to the job applied for.
  - D. Related experience in non City service to the job applied for.

Level of Experience	Experience in Preceding 12 Mos.	1 year ago	2 years ago	3 years ago	4 years ago	Total Maximum
Level A	12	11	9	9	7	50
Level B	11	10	8	8	8	45
Level C	10	9	7	7	7	40
Level D	9	8	6	6	6	35

In computing all ratings, fractional point totals at .49 and below are to be rounded down and dropped; those at .50 and above will be rounded up to the next whole number.

In evaluating employees applying hourly employment experience pursuant to this appendix, the following computation shall apply to the evaluation of experience analysis provided in this appendix. An hourly employee, applying for a permanent position, shall on a scheduled basis have the point credits prorated on the basis of 2080 hours = 1 year. (Example: assuming that an hourly employee worked at level A experience during the preceding 12 months for 5 hours per week for 35 weeks, such employee's point credit would be calculated as follows: 5 hours x 35 weeks = 175 total hours worked. 175 divided by 2080 is equal to .08 which is then multiplied by 12 to yield 0.96 points. An employee who had worked 40 hours for the same 35 weeks in the same capacity would receive the following calculation: 40 x 35 = 1400; 2080 divided by 1400 = .67 x 12 or 8.04 points. All rounding shall be to two decimal places.

## APPENDIX C EMPLOYEE CONTRACT GRIEVANCE REPORT

**Instructions:**

See the appropriate collective bargaining agreement for time limits and procedures for presenting and acting on grievances. A copy of this grievance must be filed with the Office of Labor Relations when it is submitted.

If this is a group grievance, use name and address, and attach a sheet listing the names and classifications of other grievants.

<b>Grievance Step - Circle One</b>		
<b>1</b>	<b>2</b>	<b>3</b>

NAME (LAST, FIRST, MI)		JOB TITLE	
DEPARTMENT/DIVISION	WORK LOCATION	EMPLOYEE'S HOME ADDRESS	
BARGAINING UNIT	EMPLOYEE'S WORK PHONE NO.	EMPLOYEE'S HOME PHONE NO.	
This grievance alleges violation of Article(s) _____ Section(s) _____ of the Labor Agreement.			DATE OF ALLEGED GRIEVANCE
DESCRIBE THE GRIEVANCE - STATE ALL FACTS, INCLUDING TIME, PLACE OF INCIDENT, NAMES OF PERSONS INVOLVED, ETC. (ATTACH ADDITIONAL SHEETS IF NECESSARY).			
RELIEF SOUGHT:			
EMPLOYEE'S SIGNATURE	UNION/ASSOCIATION REPRESENTATIVE'S SIGNATURE	DATE FILED WITH EMPLOYER	
EMPLOYER REPRESENTATIVE'S ANSWER			
EMPLOYER REPRESENTATIVE'S SIGNATURE	TITLE	DATE GRIEVANCE RECEIVED	DATE GRIEVANCE ANSWERED