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SPECIAL BOARD OF TRUSTEES MEETING
March 31, 2010

AGENDA for the special Racine Public Library Board of Trustees meeting to be held on Wednesday, March 31, 2010 at 6:30 PM in the Emily Lee Room

- I. Call to Order
- II. Public Comment
- III. Review recommendations from the Common Council's ad hoc committee charged with determining a method to honor Corinne Reid Owens and the library's ad hoc Building, Equipment, and Grounds Committee regarding renaming the building or a part thereof (see enclosure one)
- IV. Review recommendations from the Finance & Personnel Committee regarding the labor contract with the new union bargaining unit (see enclosure two)
- V. Adjournment

If you are disabled and have accessibility needs or need information interpreted for you, please call the Racine Public Library's Business Office at 636-9170 at least 48 hours prior to the meeting.

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Date: March 23, 2010

To: Jessica MacPhail, Library Director
Racine Public Library Board of Directors

RE: Naming a room in the Racine Public Library for Corinne Reid-Owens

I would like to give my opinion on the possibility of naming a room in the library after Corinne Reid-Owens. I understand the significance of Ms. Owens' work in the Racine Community and her importance in the history of this city; however, I fail to see the connection between Ms. Owens' work and the history of the Racine Public Library.

I understand that the Library Board is in the position of making this decision in the absence of a library policy covering such requests. When there is no existing policy in place, I find it appropriate to look at past practice. I have been doing some research on the history of the library, and in the 113 years that the library has been in existence, I can only find two instances where the Library Board felt it appropriate to name a room after an individual. The first instance was in 1987, when the Library Board named the meeting room after Emily Lee. In 1927, Mrs. Lee bequeathed \$100,000 to the library, which was at that time the largest single donation to a public institution in Racine. Funds from that bequest were used to remodel the meeting room in 1987, so the board felt it fitting to name the room after Mrs. Lee. The other occasion for naming a room for an individual was in 1999, when Peggy Martin was honored for 50 years of service to the library by naming the story time room after her.

By looking at this past practice a couple of things are obvious. First, since there have been only two rooms named for individuals in 113 years, it is clear that this is not a decision that has even been taken lightly. Second, there are two common qualifications that both of these individuals possess. Their connection to the room that was named after them is obvious, and their contribution to this library was/ is significant. I would ask that the Library Board would also consider those two conditions when making the decision before them, and when drafting a policy for the future.

While doing a little research on the library's history, I found that there are several people who meet these qualifications. If the library board feels that it is necessary at this time to name the Youth Services Department in someone's honor, I would ask them to consider two people who have had a major impact on library services to children in this community. Alice Davitt Schowalter was the children's librarian at RPL for 38 years, from 1930-1968. Mrs. Schowalter was a pioneer in children's storytimes, not only in this community, but in the country. She conducted the very first preschool storytime in the United States. She dedicated her entire career to improving library services for children and mentoring and training other librarians. Yet, despite her 38 years of service and all of her contributions, Mrs. Schowalter has never been

honored in a permanent way. Peggy Martin has been employed by the Racine Public Library since 1949. During her 61 years at the library, Mrs. Martin has brought the joy of storytimes to at least 3 generations of library users. Although there is already a room named for Mrs. Martin, it has been suggested by some staff members that naming the entire Youth Services Department for her would be appropriate. These two women represent the kind of dedication that has made the Youth Services Department what it is today. To name the Youth Services Department for someone other than one of these two individuals would be a dishonor to that dedication.

If the Library Board is looking at naming an existing, or soon-to-be built, room in the Adult Services Department, there are a number of individuals I would suggest the board consider. My list of nominations would include Charles Lee, Nancy Elsmo, Mary Egan, Forrest Mills, Alma Boernke and Frances Langner. Honoring any of these individuals could be easily justified, either because of their years of service during which they made a significant difference, because of a substantial donation, or both. There are, of course, other people in the history of the library who made major contributions in one way or another, but again, to start looking beyond these individuals for people to name rooms after would be a dishonor to their legacies.

Having said all that, I want to state that I don't feel it is necessary to name a department or room for anyone at this time. I just want to make the point that when and if the Library Board feels it necessary to take such action, these deserving individuals should be considered first.

Once again, I want to make it clear that I appreciate the major contributions Ms. Owens has made to the Racine community. I truly hope the community is able to honor her in an appropriate manner, one in which there is an obvious connection between her service and the organization that is honoring her. However, if the Library Board is looking to name a room in the Racine Public Library after someone, I would hope that they would select from one of the many individuals who have worked so hard over the years to make this library what it is today.

Darcy Mohr

Darcy Mohr
Head of Adult and Youth Services
Racine Public Library

Anne C. Callaghan
Maryann Owen
Patricia L. Ekkert
Jill Livingston
Susan Milazzo

Deborah Yall
Susan M. McBooth
Melissa Donaldson
Mary Zlorel
Heiko H. Skow
John A. Siego

March 23, 2010

Racine Public Library Board
Racine Public Library
75 7th Street
Racine, WI 53403

Dear Sirs:

The staff of the Racine Public Library has been made aware of a recommendation to name either the entire library or the youth services department in honor of Mrs. Corinne Owens. While we have the utmost respect for Mrs. Owens, both her personal accomplishments and her contributions to the community, we feel that naming all or part of the library for her or for any other single person would not be a good decision.

The mission of the public library is to serve all members of the public and the name of the library should be a reflection of that fact. Currently, the name of Racine Public Library reflects our mission to serve the whole community and our recognition of the public in their support of the library through their tax dollars. Likewise, the name of Youth Services Department succinctly demonstrates what that area of the library is and what population the department serves.

We feel that a great deal of care and consideration must go into the naming of public buildings and their interior spaces. We currently have two such named spaces within the library. The Peg Martin Room was named in honor of Mrs. Peg Martin, for her many years of service to the library and her pioneering work in the area of children's story times. The Emily Lee room was named for Mrs. Emily Lee, whose generous contributions to the library during her lifetime and in her will allowed for a complete renovation of the meeting space.

It is the staff's recommendation that a policy be enacted by the library board which will allow for the naming of library areas for persons who give extraordinary service to the library, as in the case of Mrs. Martin, or who fully fund projects that benefit the library, as in the case of Mrs. Lee. Additionally, we recommend that the name of the library as a whole and any department be strictly off limits to be renamed.

Thank you for taking the staff's perspective into account as you deliberate on this very important matter.

Respectfully Yours,

The undersigned staff of the Racine Public Library

Ann Hanson Lining
Auntie Lieburn
Leah Leggs
Fred Fred
Dane Heimes
Judith Tripp
Jerome Woods
Lidia Fudge
Jane Haglund
Mary Lou Norstrom
Sheri Hansen
Becky Spika
Mary Zlosel
Susan M. McBrath
Glynis Kimbrough
Dail Coombs
Wall Krause
Janet Rott
Karen Jensen
Kjiri Eyr

Samela Dressler
Debbie Yale
Wally M. Throster
Sabaucoo
Kate Dg
2/0 Dg
Kam Fulkau
May Lou Horn
Garry Eyrard
Melissa Donaldson
Susan Kuebel-Keller
Maureen Bell
John Dey
Stephanie Bruner

Racine Public Library
and
Local 67 (Racine Public Library Unit)

AGREEMENT

THIS AGREEMENT made and entered into by and between the Racine Public Library, hereinafter called the 'Library' or 'Employer,' and the American Federation of State, County, and Municipal Employees, AFL-CIO Local 67 (Racine Public Library Unit), hereinafter called the 'Union.'

WITNESSETH

Both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the Employer-Employee relationship that exists between them and to enter into a labor agreement covering minimum rates of pay, hours of work, and other terms and conditions of employment with a view of securing harmonious cooperation between the Library and its employees, and averting disputes.

It is intended by the parties hereto that the Employer-Employee relationship that exists now, and has heretofore existed by and between the Library and the employees covered by this Agreement, shall continue in the same amicable and peaceful manner as that that has existed in the past and that agreements reached and set forth herein shall be binding upon the parties.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

CONDITIONS AND DURATION OF AGREEMENT

A. Term: This Agreement shall become effective as of May 7, 2008, and shall remain in effect through December 31, 2010, and from year to year thereafter unless either party gives notice to the other by September 1, 2010, or September 1 of any year thereafter, to vacate or amend it.

B. Negotiations: Either party to this Agreement may select for itself such negotiator or negotiators for the purpose 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.

C. Time Table: The Library and Union agree to schedule a meeting for the simultaneous exchange of proposals for the successor Agreement on or about September 15 of the last year of this Agreement.

D. Contract Interpretation: In the event a question arises with respect to the interpretation of the terms and conditions of this Agreement where the contract is either ambiguous involving a question of intent or is silent with respect to a particular matter involving a group of employees, two representatives of the Union shall meet with the Library Director or her/his designee to clarify the area of the contract in question. The Library Director or designee shall give an oral answer within five working days. If the answer is unsatisfactory to the Union, the Union shall present its position with respect to the interpretation of the contract in writing and then review the contract clarification with the Library Director or designee and the City of Racine Human Resources Department. Both the Library Director and the Human Resources Department, or their designees, must be present at this clarification meeting. Following this meeting, the Library Director and the Human Resources Department shall advise by letter the Union of their interpretation of the contract. In the event either party desires to process the interpretation questions further, either party may proceed to arbitration as provided under the terms of this Agreement within 30 calendar days. This paragraph shall not be used to circumvent the grievance procedures. Any grievance involving the issue or issues raised under this subparagraph shall be held in abeyance pending proceedings under this subparagraph.

E. Successor and Assignments: In the event the Employer decides to create, assign, transfer or contract work situations which would affect the conditions of employment of members of the bargaining unit, the Library Director, or her/his designee, agrees to meet with the President of Local 67 (Racine Public Library Unit) and three other representatives of the Union to completely explain the changes and to receive suggestions from the Union before implementation.

ARTICLE II

UNION RECOGNITION

The Employer does hereby recognize the Union, Local 67 (Racine Public Library Unit), AFSCME, AFL-CIO, as the sole collective bargaining agency for all regular full-time and regular part-time employees of the City of Racine Public Library, excluding pages, supervisory, managerial, professional, confidential, and temporary employees, and excluding Bookmobile Associates, Bookmobile Assistants, and Bookmobile Drivers. Recognition embodies and embraces collective bargaining and the adjustment and settlement of grievances with authorized representatives chosen by the Union. The delineation of the Union herein shall not prevent the expansion of the Union and/or the addition of other departments or divisions of Library employees.

ARTICLE III

UNION ACTIVITIES

A. Union Activities and Discrimination: The Employer agrees that no employee will be discriminated against because of membership in or activity in connection with the Union and the Employer will not discourage membership in the Union, and the Union agrees that it will not conduct Union activities other than collective bargaining or the adjustment of grievances with management on the Employer's time.

B. Inspection of Working Conditions and Resolving Grievances: Any accredited representative of the Union (as defined on the list in Article X, Section C) shall have the right to visit any department staffed by members of this bargaining unit at any reasonable time for the purpose of inspecting working conditions and resolving grievances. Library employees on official Union business shall notify their immediate supervisor prior to and before leaving their work area and, upon entering a new work area, shall notify the immediate supervisor of the new work area before transacting Union business. The immediate supervisor in both instances, when he or she receives notice, shall advise the Union officer if the Union business will unreasonably interfere with Library business. Permission to conduct Union business shall not be unreasonably withheld; however, visits by Union officers and/or business agents shall not be used to interrupt the operation of the various Library departments. The Union agrees to notify the Library Director and the City of Racine Human Resources Department of its officers, executive committee members, and stewards and their areas of responsibility prior to these individuals beginning to act in official capacities on behalf of the Union. If Union business is conducted during normal working hours, the Union official shall keep a record of the time spent on those matters and turn it over to his or her immediate supervisor at the end of the day. If a supervisor is not on duty any notice required by this paragraph shall be given to the senior employee on duty. The senior employee shall leave a memorandum describing such notice for the Library Director before the end of the work day.

C. Fair Share Agreement:

1. Membership Not Required: Membership in any employee organization is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in Local 67 (Racine Public Library Unit).

2. Dues:

a. Effective Date and Employees Covered: Effective during the month following ratification of this Agreement, the Employer shall deduct from each pay period following completion of 30 calendar days of employment for all

employee classifications listed on Exhibit A, an amount equal to such employees' proportionate share of the cost of collective bargaining process and contract administration as measured by the amount of local dues uniformly required of all members. The Secretary of Local 67 (Racine Public Library Unit) shall notify the City of Racine's Finance Director, in writing, the amount of dues certified. The Finance Director shall pay such amount to the Treasurer of Local 67 (Racine Public Library Unit), or such person as designated by Union, once each month.

b. Limited Use of Funds: In order to insure that any such deduction for dues represents the proportionate share of each employee in the bargaining unit of the costs of collective bargaining and contract administration, it is agreed that the phrase "cost of collective bargaining process and contract administration" shall not include any funds allocated for, or devoted to, the advancement or against the candidacy of any person for any political office.

c. Responsibilities of the Employer and the Collective Bargaining Representative:

i. Correction of Errors: If an error is discovered with respect to deductions under this provision, the Employer shall correct said error by appropriate adjustments in the next paycheck of the employee or the next submission of funds to the collective bargaining representative. The Employer shall not be liable to the collective bargaining representative, employee, or any party by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

ii. Indemnification and Hold Harmless Provision: The collective bargaining representative shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that shall arise out of, or by reason of action taken or not taken by the Employer under this section.

iii. P.E.O.P.L.E. Check-Off: The City hereby agrees to deduct a check-off for P.E.O.P.L.E., all in accordance with the provisions of this Article.

D. Bulletin Board: The Union will be allowed a space at the Library to post Union notices and bulletins.

ARTICLE IV

FAITHFUL SERVICE AND MUTUAL COOPERATION

The Union pledges that it will cooperate with the Library in a concerted effort for more production consistent with high quality of workmanship.

The Union and Library agree that its officers and agents will be everything in their power to secure the adherence to this Agreement by all members of the Union, so that a harmonious and cooperative relationship shall prevail; that it will not sanction or approve any unauthorized strike.

ARTICLE V

MANAGEMENT RIGHTS

The Library possesses the sole right to operate the Library and all management rights repose in it, but such rights must be exercised consistently with the other provisions of this contract and the past practices of the Library under this Agreement, unless such past practices are modified by this Agreement, or by the Library under rights conferred upon it by this Agreement, or the work rules established by the Library. These rights which are normally exercised by the various department heads include, but are not limited to the following:

- A. To direct all operations of the Library.
- B. To hire, promote, transfer, assign, and retain employees in positions with the Library and to suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- C. To lay off employees due to lack of work or funds in keeping with the seniority provisions of the Agreement.
- D. To maintain efficiency of the Library operations entrusted to it.
- E. To introduce new or improved methods or facilities upon notice to the affected employees.
- F. To change existing methods or facilities upon notice to the affected employees.

G. To contract out or use volunteers for goods or services to perform bargaining unit work, however, there shall be no layoffs or reduction in hours due to any contracting out or use of volunteers.

H. To determine the methods, means and personnel by which such operations are to be conducted.

I. To take whatever action is necessary to carry out the functions of the Library in situations of emergency.

J. To take whatever action is necessary to comply with State or Federal law.

K. Additional Hours: The Library has the right to schedule employees for additional hours of work as required in a manner most advantageous to the Library and consistent with the requirements of municipal employment and the public interest.

In addition to the management rights listed above, the powers of authority that the Library has not officially abridged, delegated, or modified by this Agreement are retained by the Library. The Union recognizes the exclusive right of the Library to establish reasonable work rules. The Union and the employees agree that they will not attempt to abridge these management rights and the Library agrees that it will not use these management rights to interfere with rights established under this Agreement or existing past practices under this Agreement, unless such past practices are modified by this Agreement, or by the Library under rights conferred upon it by this Agreement, or the work rules established by the Library. Nothing in this Agreement shall be construed as imposing an obligation upon the Library to consult or negotiate concerning the above areas of discretion and policy.

ARTICLE VI

COMMUNICATION OF POLICY DECISIONS

In the event the Employer elects to make significant operational or personnel changes within the bargaining unit that would have an impact on the conditions of employment of bargaining unit members, the Library Director, or his/her designee, agrees to meet with the President of Union and three other representatives of the Union to completely explain the changes and to receive suggestions from the Union concerning them prior to implementation. Neither the Library nor the Union waives any statutory rights that are available to them under Section 111.70, Wisconsin Statutes.

ARTICLE VII

PROHIBITED PRACTICES

In the event either party desires to file a prohibited practice charge with the Wisconsin Employment Relations Commission against the other for any reason authorized by state law, it shall so notify the other party in writing summarizing the specific details surrounding the potential charge. Such charge may not be filed for a period of 30 days following delivery to the other party of the said written notice and upon receipt of this notice the parties agree to meet and confer in an attempt to resolve the dispute during the 30-day period. The 30-day time limit will be waived if the statute of limitation for filing this type of action would run during such 30-day period.

ARTICLE VIII

RESIDENCY REQUIREMENT

Although residency within the City limits of Racine is preferred for City employees, all bargaining unit employees must, 60 days from the completion of their probationary period, establish residency within the State of Wisconsin. All employees must maintain residency within this area during their employment with the Library.

ARTICLE IX

SAFETY

The Library and the Union agree that it is in their mutual best interest to establish and maintain a safe working environment. Any questions concerning the Library's safety rules or a safety situation may be directed to the Human Resources Department.

ARTICLE X

GRIEVANCE PROCEDURE

Grievances shall be handled according to the provisions herein set forth:

- A. Subject Matter: A written grievance shall contain a clear and concise statement of the grievance and indicate the issue involved, the relief sought, the date the incident or violation took place, and the specific section of the Agreement involved.

- B. Time Limitations: The failure of either party to file a grievance, process a grievance, or appeal a grievance in a timely fashion as provided herein shall be deemed a complete settlement in favor of the other party. However, if it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limitations may be extended by mutual consent of the parties confirmed in writing.
- C. Names of Union Officials: The Union shall provide the Human Resources Department with a list of members of the Grievance Committee in writing and, further, present the Human Resources Department with a list of the local Union officials assigned to various aspects of the grievance procedure.
- D. Steps in Procedure:

Step 1: The employee, with his/her department steward, or alternate if the department steward is unavailable due to illness or vacation, shall reduce his/her grievance to writing on an approved form and shall present it to the employee's immediate supervisor within 15 working days after he knew or should have known of the cause of such grievance. A copy of the grievance shall also be submitted at the same time to the Human Resource Department. The immediate supervisor may confer with the grievant and his department steward, or an alternate if the department steward is unavailable due to illness or vacation, before preparing the Step 1 answer. The employee's immediate supervisor shall, within 10 working days of receipt of the grievance, inform the employee and his/her department steward, or alternate, in writing of his/her decision.

Step 2: If the grievance is not settled at Step 1, the Union may appeal to the Library Director and the Human Resource Department, by delivery of two written copies of the appeal within five working days after the date of delivery of the Step 1 answer. The Library Director and the Human Resource Department may meet with the grievant, his/her department steward, or an alternate if the department steward is unavailable due to illness or vacation, and one additional Union representative prior to preparing the Step 2 answer. The Library Director shall deliver the written Step 2 answer to the grievant and his/her department steward, or alternate, within 10 working days of receipt of the Step 2 appeal.

- E. Work Now/Grieve Later: In the event of facts giving rise to a grievance, the employee shall perform his/her assigned work task and grieve the dispute later. In the event of a safety situation, the work shall be immediately postponed until a satisfactory solution can be determined. This grievance shall thereafter be processed within a reasonable period of time.

- F. Arbitration: If the Union grievance is not settled at Step 2, or if any grievance filed by the Library cannot be satisfactorily resolved by the conferences with the appropriate representatives of the Union, the grievance shall be submitted to arbitration upon request of either party within 30 calendar days of receipt of the Step 2 answer.
- G. Selection of Arbitrator: In the event any grievance remains unresolved after exhausting the grievance procedure, either party may request the Wisconsin Employment Relations Commission (with a copy of the request to the other party) to appoint a WERC representative if possible or an impartial arbitrator to resolve the dispute.
- H. Arbitration Hearing: The Arbitrator shall use his/her best efforts to mediate the grievance before the final arbitration hearing. The parties shall agree in advance upon procedures to be used at the hearing and the hearing shall follow a quasi-judicial format. The Arbitrator selected shall meet with the parties as soon as a mutually agreeable date can be set to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the Arbitrator shall render a written decision as soon as possible to both the Library and the Union, which shall be final and binding upon both parties.
- I. Costs: Both parties shall share equally in the costs and expenses of the arbitration proceedings, including fees, if any, of the Arbitrator; however, the party requesting a court reporter shall pay their own cost for a transcript, and either party may decline the use of a court reporter or the purchase of a transcript for any hearing. Each party shall bear its own cost for witnesses and all other out-of-pocket expenses, including possible attorney's fees. Not more than three bargaining unit Union officers, plus the grievant and the AFSCME staff representative, shall participate in any phase of the arbitration at any one time. Either party may call appropriate persons, including bargaining unit members, as witnesses. The Arbitrator shall exercise discretion in curtailing unnecessary testimony which would be merely repetitive. The arbitration hearing shall be conducted in the City of Racine. If the parties choose to have a transcript prepared, the parties shall share in the cost equally, however, either party may choose to substitute a tape recorder in place of the transcript.
- J. Decision of the Arbitrator: The decision of the Arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract area where the alleged breach occurred. The Arbitrator shall not modify, add to, or delete from the express terms of the Agreement.

- K. Discipline: The Union shall be furnished with a copy of any written notice of reprimand, suspension, or discharge. The Library agrees that it will attempt at all times to use the disciplinary process as a means to correct shortcomings on the part of Library employees in terms of their overall work performance. Discipline shall be imposed as soon as possible after a complete investigation has been conducted. Discipline, therefore, is intended to initiate a corrective action on the part of the employee. A reprimand sustained in the Grievance Procedure or not contested shall be considered a valid warning. The Union agrees upon receipt of the reprimand notice to review the situation with the employee in an attempt to correct the problem. When an employee's record is cleared of minor infringements for a year, all previous records of minor infringements shall be removed from his/her personnel file. The Library reserves the right to determine the seriousness of the offense for which the employee is being disciplined and the degree of discipline that will be imposed. The Union reserves the right to grieve such decisions.
- L. Discharge: Although the Library continues to exercise its sole discretion in determining when it will discharge an employee, subject to the requirement of discharge for just cause, when practical, in its discretion, the Library will advise both the Union and the individual employee that his/her job is in jeopardy. Probationary employees are subject to discharge without recourse to the grievance and arbitration procedures of this Agreement. Receipt of reprimands or suspensions will be deemed to serve as such notice to the individual employee. Upon receipt of copies of such notices, the Union agrees that it will meet with the individual employee in an attempt to correct his/her inadequate job performance. When a grievance involves discharge, it shall be reduced to writing and referred directly to a special committee consisting of the Human Resources Manager, the Library Director, and a member of the City Attorney's office. Steps 1 and 2 would not apply in this type of case, and the decision of the special committee shall be subject to arbitration as provided in Section F of this grievance procedure. The parties recognize that immediate discharge without prior notice of warning may be appropriate in cases of serious misconduct.

ARTICLE XI

NO STRIKES/NO LOCKOUT

A. No Strikes:

1. Strike Prohibited: Neither the Union nor any officers, agents or employees will instigate, promote, encourage, sponsor, engage in or condone any strike, sympathy strike, picketing with the exception of informational picketing during non-working hours, slowdown, concerted work stoppage, or any other intentional interruption of work during the term of this Agreement.

2. Union Action: Upon notification by the Library to the President of the Union that certain of its members are engaged in a violation of this provision, the President of the Union shall immediately, in writing, order such members to return to work, provide the Library with a copy of such an order, and a responsible officer of the Union shall publicly order the employees to return to work. In the event that a strike or other violation not authorized by the Union occurs, the President of the Union agrees to take all reasonable, effective, and affirmative action to secure the member's return to work as promptly as possible.

B. No Lockout: There shall be no lockout of employees during the term of this Agreement.

ARTICLE XII

SENIORITY

A. Seniority: The seniority of a regular employee is determined by the length of his/her service with the Library, computed in years, months, and days from the first day of his/her last continuous employment. Temporary employees shall not have seniority. However, if a temporary employee becomes a regular employee, he/she shall have seniority equivalent to the length of his/her last continuous employment. ~~Regular part-time employees accrue seniority on a pro-rata basis.~~

B. Recognition of Principle of Seniority: The Employer recognizes the principle of seniority and the Union recognizes the need for maintaining an efficient work force. In all matters involving increase or decrease of forces, layoffs, or promotions, the length of continuous service with the Employer shall be given

primary consideration. Skill, ability, and efficiency shall be taken into consideration where they substantially outweigh consideration of length of service, or where the most senior employee is unable to do the work. To prove qualified, the employee must demonstrate ability to do the job within 30 calendar days. An employee shall not receive seniority benefits unless he/she becomes a regular full-time or part-time employee.

- B. Notification: In the event the senior employee is not chosen, the Library Director or Human Resources Manager shall give an explanation in writing to such senior employee and the Union stating the reason for his/her not being chosen.

- C. New Employees: New employees and those hired after a break in continuous service will be regarded as probationary employees for the first six months and will not receive seniority during such period. Wage adjustments and fringe benefits, however, shall commence as provided in this Agreement irrespective of the probationary period. When a probationary employee becomes a regular employee, he/she shall receive credit for seniority purposes for the time worked during such probationary period. However, a probationary employee will not receive seniority for a probationary period unless he/she becomes a regular full-time or part-time employee. Probationary employees are subject to discharge without recourse to the grievance and arbitration procedures of this Agreement.

- D. Loss of Seniority: An employee's seniority and the employment relationship shall be broken and terminated
 - 1. If he/she resigns.

 - 2. If he/she has been discharged for just cause and such discharge has not been challenged in accordance with grievance procedures.

 - 3. If without giving a reasonable excuse to his/her supervisor, he/she remains away from work for three or more consecutive working days.

 - 4. If he/she fails to report to work within seven (7) working days after being recalled from layoff by the Employer, provided, however, that if he/she is out of town the period shall be fourteen (14) working days and further provided that if his/her failure to comply with this provision is caused by sickness, accident or other circumstances beyond his/her control, he /she shall not lose his/her seniority.

5. If he/she accepts gainful employment when on a granted leave of absence, unless such leave was granted to allow gainful employment.

6. If he/she retires.

E. Seniority Lists: The Employer shall furnish an up-to-date master seniority list by May 1 of each year to the Union President who may post it on the bulletin board provided for Union use.

ARTICLE XIII

JOB POSTINGS

- A. Posting Procedure: Any job vacancy which occurs due to retirement, quit, death, new position, or for whatever reason in the bargaining unit shall be posted. The posting shall set forth the job title, duties and qualifications desired, rate of pay, work location or assignment, and shift. Sufficient space shall be provided for employees to sign for said job posting. "Signing" for a job posting shall be deemed the equivalent of applying for such job. All job openings within the province of the bargaining unit shall be posted for seven calendar days in overlapping consecutive weeks. The successful bidder or the Union shall be notified within seven calendar days after the close of the posting. The Library agrees to move the successful bidder to his/her new position as quickly as possible, but in no event later than 30 calendar days after notification of his/her selection. The job posting for any classification shall remain in effect for 90 days following the award of the posted job and shall govern, without any reposting, any job openings occurring within said 90 day period in that job classification.
- B. Seniority shall be considered in accordance with Article XII, Seniority, except for shift changes which will be based upon classification seniority. Shift changes shall not be subject to Sections C and/or D below.
- C. Probationary Period: Employees working on a job obtained through job posting shall serve a thirty (30) calendar day probationary period and shall be guaranteed the right to return to his/her previous job should his/her ability to handle the new work prove unsatisfactory within this probationary period.
- D. Return to Previous Job: If within 30 calendar days the employee is dissatisfied with the posted job and wishes to return to his/her previous job, the Employer shall have the right to request the employee to remain on the job until such a time as the job is again posted and filled. At no time shall this time exceed thirty (30) calendar days. In order for a Union employee to change jobs or

classification while still in a probationary status, he/she must return to his/her previous job classification.

- E. Employees who post for an equal or lower paying position shall be required to remain in said position for a period of 18 months assuming the employee is awarded said position. This provision shall not apply to employees who post for and are awarded an equal or lower paying position and are subject to Article XIII, Sections C and D of this agreement. There shall be no restriction for employees who post for a higher rate of pay position.

ARTICLE XIV

TESTING

The Library reserves the right to establish reasonable testing procedures to be used to determine the ability of the employee to do the job on any promotion and any lateral pay grade job that has materially different skills contained in the job description. An employee shall not be required to take a test that the employee has already taken and passed except in case of a promotional move where said test score shall only remain valid for five years."

ARTICLE XV

TEMPORARY ASSIGNMENTS

- A. The Library Director or his/her designee shall have the right to make temporary changes on a day-to-day basis in the assignment of personnel within the Library. Employees, upon proper notification when possible, which shall be deemed to be at least 30 minutes before the close of the shift, shall immediately report to the reassigned temporary position and thereafter perform the work shift of that division for the duration of the reassignment. If a temporary reassignment will last more than five workdays, the assignment will be based upon seniority, subject to ability to perform the assigned task.
- B. In the event an employee is temporarily assigned to a lower pay rated job, he/she shall continue to receive the pay rate of his/her regular job.
- C. In the event an employee is temporarily assigned to a higher pay rated job for a work shift, he/she shall receive that higher rate of pay while on such temporary assignment, except when the employee is being trained. When the employee is trained, determined to be qualified by the Library Director, or his/her designee, and working on the job alone with the complete

responsibility, he/she shall receive the higher rate. However, the Library shall not utilize two or more employees in an assignment to abridge this article.

- D. Temporary assignments shall not exceed 30 days, unless otherwise agreed to by the department head and the employee.
- E. Whenever an employee is assigned to a bargaining unit position or to a position not covered by this agreement with a higher rate of pay than the employee's position, said employee shall receive the rate of pay of the position so assigned or 10% more than his/her current rate of pay, whichever is less. Only one employee shall be assigned the duties of the position not covered by this agreement. All other provisions of this Article XV shall apply to this Section.

ARTICLE XVI

LAYOFFS AND BUMPING

- A. Employees shall be laid off in inverse order of their length of service and shall possess the right to be reemployed in order of their seniority in positions for which they can qualify for a period of three years following layoff. The Library agrees to give two weeks advance notice to employees being laid off.
- B. An employee selected to be laid off shall have the right to bump the least senior bargaining unit employee in an equal or lower paying job classification of such employee's choosing, providing such employee has more seniority than that person, unless the skill, ability and efficiency of the lesser senior person substantially outweigh consideration of length of service, and also provided such employee meets the same minimum qualifications as would be expected of anyone obtaining the job through the normal posting procedure. If there is a vacancy in the job classification the employee chooses to bump into, said vacancy shall be considered to be the least senior bargaining unit employee in that job classification.
- C. An employee who is bumped in accordance with paragraph B above shall be afforded the same bumping rights provided in paragraph A above, but if such employee is unable to bump any other employee such employee shall be placed on layoff.
- D. Where two or more employees have the right to bump, the above-referenced bumping rights shall be exercised by such employee in the order of their seniority from most senior to least senior.

- E. An employee bumping into a new position shall serve the normal probationary period for that position. An employee who does not satisfactorily complete the probationary period shall not be allowed to again exercise bumping rights, but shall be placed on layoff. During such probationary period an employee may voluntarily choose to be placed on layoff, but shall then not be allowed to again exercise bumping rights resulting from that layoff.
- F. An employee who is bumped out of his/her position shall have the preferential right to return to such position if for any reason it should become vacant within 60 days from the time the employee is bumped from it.

ARTICLE XVII

TYPES OF EMPLOYEES

- A. Regular Full-Time: This employee is hired into a permanent full-time position and works 40 hours per week.
- B. Regular Part-Time: Any bargaining unit employee in a position that is normally scheduled for work at least 10 hours per week, but less than the standard hours of full-time employees. Regular part-time employees shall receive the fringe benefits of holiday pay and funeral leave on a pro rata basis depending on average hours worked as a proportion of full-time employment.

ARTICLE XVIII

REST PERIODS

Employees are entitled to one 15-minute rest period during each four hour work span. Employees whose regularly scheduled shift is at least six but shorter than eight hours shall have the option to take a 30-minute unpaid lunch break at a time agreed upon between said employee and her or his supervisor.

ARTICLE XIX

HOLIDAYS

- A. Schedule of Holidays: The following days shall be designated as holidays:

<u>Holidays – 2009</u>	<u>Days</u>	<u>2010</u>
January 1, 2009	New Year’s Day	January 1, 2010

(Thursday)	Observance	(Friday)
April 10, 2009 (Friday)	Spring Break	April 2, 2010 (Friday)
May 25, 2009 (Monday)	Memorial Day	May 31, 2010 (Monday)
July 3, 2009 (Friday)	Independence Day	July 5, 2010 (Monday)
September 7, 2009 (Monday)	Labor Day	Sept. 6, 2010 (Monday)
November 26, 2009 (Thursday)	Thanksgiving Day	Nov. 25, 2010 (Thursday)
November 27, 2009 (Friday)	Thanksgiving Friday	Nov. 2, 2010 (Friday)
December 24, 2009 (Thursday)	Christmas Eve Day Observance	Dec. 23, 2010 (Thursday)
December 25, 2006 (Friday)	Christmas Day Observance	Dec. 24, 2010 (Friday)
December 31, 2009 (Thursday)	New Year's Eve Observance	Dec. 30, 2010 (Thursday)
	New Year's Day Observance	December 31, 2010 (Friday)

In addition to the above listed holidays, regular full-time employees are entitled to an additional floating holiday. Said holiday can be taken in an 8-hour increment only, and with at least three workdays advance notice to the supervisor unless otherwise agreed to by the department head and the employee. The Library reserves the right to determine how many employees may be allowed off on the floating holiday at any one time. New employees must be regular employees for at least six calendar months in their first calendar year of regular employment before they are entitled to the floating holiday that year.

Notwithstanding anything else contained herein, part time employees are entitled to a floating holiday on a pro-rata basis based upon the hours worked by such employee during the prior calendar year. Said holiday can be taken in the employee's pro-rata increment only, and with at least three workdays advance

notice to the supervisor unless otherwise agreed to by the department head and the employee.

- B. Work Before and After Holiday: Employees shall be paid at their regular base rate of pay for the above mentioned holidays. However, to be entitled to such pay, the employee must work the full workday preceding and the full workday following the particular holiday unless on an excused absence or if the employee is not regularly scheduled to work on such days.
- C. Work on Holidays: In the event an emergency should make it necessary for an employee to work during a holiday, the employee will work at double his/her regular work rate for said period and in addition receive his/her holiday pay.
- D. Eligibility: All regular employees must be employed for thirty (30) calendar days before being eligible for holiday pay.

ARTICLE XX

VACATIONS

Full-time members of the bargaining unit shall be entitled to a vacation with pay in accordance with the following:

- A. First Year Employees: During the first calendar year of employment, new employees shall earn vacation at the rate of one-half day per full month of employment up to November 1st, not to exceed five workdays. (Example: An employee who starts work on August 1, 2009, is entitled to one and one-half days vacation in the calendar year 2009.) Thereafter, time in service on or before December 31st of each year shall be used as the basis for computing the length of vacation to which each employee is entitled. First-year employees must work one full year from their date of hire before they are entitled to their full vacation accrual. (Example: An employee who starts work on August 1, 2009, would be on the payroll as of December 31, 2009, and would therefore be entitled to a full vacation allotment for 2010, provided the employee remained on the payroll until August 1, 2010, one full year after date of hire.) First-year employees who terminate or are terminated before completion of one year from their date of hire shall receive prorated vacation based on the number of full months worked from the previous December 31st, which number shall be placed as the numerator in a fraction whose denominator is the number 12. Employees who terminate or are terminated before the completion of their probationary period are not eligible for the payment of earned vacation.

B. Other Employees: The vacation schedule shall be as follows:

Ten (10) workdays after one (1) year of continuous employment;
Fifteen (15) workdays after seven (7) years of continuous employment;
Eighteen (18) workdays after fourteen (14) years of continuous employment;
Twenty (20) workdays after eighteen (18) years of continuous employment;
Twenty-five (25) workdays after twenty-three (23) years of continuous employment.

Time in service on or before December 31st of each year shall be used as the basis for computing the length of vacation to which each employee is entitled during the calendar year. Employees who terminate their employment during the calendar year are entitled to their full vacation allotment, provided they submit a two week written notice of termination. Failure to provide a written notification shall result in their vacation being prorated based on the number of full months worked from the previous December 31st, which number shall be placed as the numerator in a fraction whose denominator is the number 12. Also, employees who are terminated for disciplinary reasons will also receive vacation on a prorated basis. Vacations must be taken during the calendar year in which they are earned and cannot be accumulated or carried over from year to year except as provided in paragraph C below.

- C. Computation: If a holiday falls within a calendar week of vacation, the employee shall have the right to take a four day vacation. In the event an employee cannot take a vacation regularly scheduled for the last week in December because he/she is called back by the Library, the unused portion of this vacation for that week shall be carried over into the next year.
- D. Vacation Week: A vacation week for a full-time employee shall consist of 40 hours at the employee's regular base rate of pay.
- E. Division of Vacation: Except as provided in paragraph C, at least one week of vacation cannot be divided into periods of less than one calendar week, unless otherwise agreed to by the Library Director or department head and the employee. However, an employee's request for a vacation period of a full calendar week shall take preference over another employee's request for a vacation period of less than a full calendar week.
- F. Method of Selection: Vacation periods shall be selected by Department by the employees prior to April 1st of each year. Selection of the dates shall be by departmental seniority. Changes of vacation dates may be made after April 1 only by mutual agreement of the department head and the employee.

- G. Retirement/Disability: Employees who retire under the Wisconsin Retirement Plan, or employees who are unable to work due to a disability, prior to December 31 shall be entitled to any unused vacation not taken during the calendar year of retirement or disability.
- H. Death: The survivors of an employee who dies prior to December 31 shall be entitled to any unused vacation not taken by the employee during the calendar year of death.

ARTICLE XXI

CASUAL DAYS

Casual days will be granted as follows: Employees are eligible for up to four (4) casual days per year as determined by the amount of accumulated sick leave in their account on January 1 of the current year. An employee who has accumulated 320 hours (40 days) is entitled to one casual day, 480 hours (60 days) is entitled to two casual days, 640 hours (80 days) is entitled to three casual days and 800 hours (100 days) is entitled to four casual days. Casual days, like vacation, must be taken during the calendar year and cannot be accumulated or carried forward to the next year and will not be considered for severance pay purposes. The scheduling of casual days shall be mutually agreed upon by the employee and the department head. Approval shall not be unreasonably withheld.

ARTICLE XXII

SICK LEAVE

- A. Eligibility: Full-time employees are eligible for sick leave. Eligibility for sick leave shall begin after the completion of six months of actual service following regular appointment, but accumulations shall be retroactive to the time of regular employment.
- B. Days Per Year: All regular full-time employees shall earn sick leave at the rate of one day per full month, for a maximum of 12 days sick leave per year, with full pay at the regular base rate.
- C. Accumulation Limit: Sick leave shall be accumulated up to 150 working days. If an employee uses sick leave for three or more consecutive working days, the employee taking such leave shall furnish his/her department head or the Library Director, upon request, with a certificate of illness signed by a licensed physician.

- D. Reserve Sick Leave Bank: Employees shall accrue sick leave at the rate of one day per month of service into a reserve sick leave account only during any month in which the employee has to his/her credit a total accrual of at least 150 days of sick leave in his/her basic sick leave account.

Employees may accrue an unlimited number of days in the reserve sick leave account. An employee may not use the reserve sick leave account days until he/she has depleted the number of days in the basic sick leave account to zero within 12 continuing calendar months.

Once an employee has depleted the number of sick days to zero in the basic sick leave account in accordance with the above paragraph, the employee, at his/her option, may transfer accumulated sick days from the reserve sick leave to the basic sick leave account. Once in the basic sick leave account, these days shall be treated the same as basic sick leave account days.

Notwithstanding anything else contained herein, employees hired on or after January 1, 1989, shall not be eligible for reserve sick leave bank benefits.

- E. Severance Benefit: Upon death, retirement on pension, or total disability, the employee or survivor shall be paid a sum equal to fifty percent (50%) of his/her regular daily wage for each of the first one hundred and forty (140) days of sick leave accumulated to his/her credit.
- F. Abuse of Sick Leave: Abuse of sick leave shall result in disciplinary action, including discharge in the event of continued abuse.

ARTICLE XXIII

EXTENDED SICK LEAVE OF ABSENCE

Employees who are absent from work due to illness or injury, which is not job related, and who have exhausted any sick leave accumulation, vacation, holiday, and/or casual time he/she may have accrued, are eligible for an extended sick leave of absence during which the employee would no longer be paid, but would continue to receive all other fringe benefits. Exceptions to this requirement may be made on a case-by-case basis if mutually agreed upon by the employee, the employee's supervisor, the Library Board and the Human Resources Department. Specifically, the Library would continue to pay all applicable insurances and the employee would continue to accrue seniority, sick leave, holiday, and vacation benefits. The extent of, and circumstances surrounding, an extended sick leave of absence must be reviewed and approved by the Library Board and the Human Resources Department. Each case of an extended sick leave of absence shall be decided and judged on its individual merits and no case shall be deemed as setting a

precedent for any other case. Extended sick leaves of absence will be periodically reviewed and evaluated.

ARTICLE XXIV

FUNERAL LEAVE

The Employer shall grant employees pay for lost time up to three days in case of death in the immediate family, defined as mother, father, sister, brother, husband, wife, son, daughter, mother-in-law, or father-in-law. In case of death of a sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, grandchildren, step-parent, or stepchildren up to one day will be allowed.

ARTICLE XXV

JURY DUTY/WITNESS APPEARANCES

Employees shall be granted time off with pay for reporting for jury duty or for jury service as a subpoenaed witness upon presentation of satisfactory evidence of such duty or service; on condition, however, that they endorse their jury duty or witness check less travel allowance over to the City of Racine Treasurer's Office. Employees shall be required to report to work if excused from jury or witness duty in the regular workday or forfeit pay provided in this paragraph.

ARTICLE XXVI

FAMILY LEAVE

Family Leave shall be effected in conformance with applicable State and/or Federal Family Medical Leave Statutes.

ARTICLE XXVII

LEAVES OF ABSENCE

Only serious compelling reasons shall be considered for granting a request for leave of absence, i.e., verifiable severe family, or personal problems, etc. Request for leave must be submitted to the employee's immediate supervisor at least 30 calendar days before the commencement of the leave unless a dire emergency prevents this procedure from being followed. Employees shall make arrangements with the Human Resources Department to pay fully for health and life insurance premiums if their leave will extend more than five

working days. All other fringe benefits shall be suspended for the duration of the leave except the employee's seniority date.

Military leave shall be effected in accordance with applicable Federal and State laws.

ARTICLE XXVIII

UNION LEAVE

Up to two bargaining unit employees selected by the Union shall be allowed one day of paid leave to attend the annual AFSCME Council 40 Convention. The Union shall provide the Library Director with one month's notice of the date of the convention and the employees selected for paid leave pursuant to this provision.

ARTICLE XXIX

INSURANCES

Calendar Year 2008 and 2009

- A) Medical Coverage: Full-time employees shall be eligible for City paid health insurance following acceptance into the plan by the carrier. The City will provide only one (1) family policy if both husband and wife are employed by the City. In accordance with the first sentence of this paragraph, every member of the unit shall be provided during the life of this contract with medical and hospitalization insurance under the Partnership Health Care Plan, or its equivalent, beginning with the first day of the month following employment. The City shall pay the full premium for the family and single plans. The City may from time to time change the insurance carrier and/or self-fund its health care program if it elects to do so, if such change provides equivalent coverage. The revised comprehensive health plan referenced above shall become effective May 1, 1994 for all eligible members of the bargaining unit.

Effective January 1, 2001, the annual up front health insurance deductible shall increase from \$100 single, \$300 family to \$200 single, \$500 family. Effective January 1, 2002, the annual out of pocket health insurance maximums shall increase to \$1500 single, \$3000 family; effective January 1, 2003, the annual out of pocket health insurance maximum shall increase to \$2000 single, \$4000 family. Effective January 1, 2005, the annual up front deductible shall increase from \$200 single, \$500 family to \$300 single, \$600 family. Also effective January 1, 2005, the life time maximum shall increase from \$1.5 million to \$2 million.

Effective January 1, 2007, employees will be required to contribute 5% of the monthly premium for the coverage selected by the employee, to a maximum monthly amount of \$30 for single coverage and \$60 for family coverage. Effective January 1, 2008, employees will be required to contribute 5% of the monthly premium for the coverage selected by the employee, to a maximum monthly amount of \$40 for single coverage and \$70 for family coverage. Effective January 1, 2007 there will be a \$10 co-pay for physician office visits and \$100 co-pay for emergency room visits.

Effective January 1, 2007, the City will offer a voluntary Wellness Incentive of \$100 per family (payable to the employee's flexible spending account) for those employees under the health insurance plan who complete a Health Risk Assessment and complete one additional wellness program during the same year. Employees will be eligible for only one payment per family per year.

Employees who are eligible and choose not to enroll in the City's health insurance plan will receive a payment of \$50 per month, with the ability to resume coverage again upon receipt of 30 day notice.

All employees who retire on or after May 1, 1994 shall be subject to placement within the insurance program established for active bargaining unit employees and as further modified by active bargaining unit employees. Any employees retiring on, or after January 1, 2007, will be required to pay the amount of premium contribution for insurance in effect at the time of the employee's retirement.

The City and the Union agree to meet and discuss the establishment of a Healthcare Reimbursement Account/VEBA/PEHP program or equivalent for employees who retire during the life of the contract.

Effective January 1, 2010

- A) Medical Coverage: Full-time employees shall be eligible for Employer health insurance following acceptance into the plan. In accordance with the first sentence of this paragraph, every member of the unit shall be provided during the life of this contract with medical and hospitalization insurance under the self-funded City of Racine Health Insurance Plan or its equivalent, beginning with the first day of the month following employment. The Employer shall define a notional health insurance premium. Employees will be required to contribute 5% of the monthly notional premium as a premium share for the coverage selected by the employee to a maximum monthly amount of \$40 for

single coverage and \$70 for family coverage. The Employer may from time to time change the health insurance plan administrator and/or cease to self-fund its health care program if it elects to do so, if such change provides the same or improved coverage. The up-front deductible shall be \$300.00 individual and \$600.00 family aggregate. The annual out-of-pocket maximum shall be \$2,000.00 individual and \$4,000.00 aggregate. The lifetime maximum health insurance shall be \$2 million for each covered person. There is a \$150 co-pay for emergency room visits, which shall be waived, upon application to the Human Resources Department, if the patient is admitted to the hospital immediately arising from the emergency room visit. The Emergency Room co-pay shall not apply to annual deductible. The Emergency Room co-pay shall apply to annual out-of-pocket payment. Plan specification booklets of the health insurance program will be provided to all eligible employees upon request from the Human Resources Department; a "Summary of Services" will be on file in the Human Resources Department.

Pill-splitting is encouraged under physician's direction.

The health insurance plan shall provide the same or improved coverage as that in existence immediately prior to the change to United Health Care as the third party administrator on January 1, 2008.

The Employer will continue to pay Medicare B and provide City health insurance and retiree will be required to enroll in Medicare B. Employees hired on, or after, 1/1/07 will not be eligible for Medicare B payments by the Employer. Employees hired on, or after, 1/1/07 will not be allowed to remain in the City of Racine's health insurance plan upon reaching the age of Medicare eligibility or federal retirement age, whichever occurs later. However, any employee retiring on or after 1/1/07 shall be required to pay the premium contribution for insurance in effect at the time of the employee's retirement.

Employees who choose not to enroll in the City of Racine's health insurance plan will receive a payment of \$50 per month for the period of time that the employee does not receive the benefit. Any employee who does opt out will maintain the ability to resume coverage again at any time for any reason and with the only condition being a 30 day notification to the Employer.

Flexible Spending Account: A Flexible Spending Account is provided to all employees by the Employer, with the Employer contributing \$200.00 to each eligible employee's or retiree's flexible spending account to be used on a calendar-year basis. Claims must be filed by March 31 for the previous year's eligible expenses.

Generally, health care expenses that are otherwise deductible on personal income tax returns are eligible for reimbursement from this account. Some examples of qualifying health care expenses are:

Medical and dental plan deductibles and copayments
Dental expenses not covered by the plan
Vision care, including exams, eyeglasses and contact lenses.

Some examples of expenses that do not qualify:

Vitamins and over the counter drugs
Cosmetic surgery
Weight loss programs, unless for a specific ailment
YMCA, athletic club, or health club dues.

Wellness Incentive: Employees, employees' spouses, retirees, and retirees' spouses covered by a City health insurance plan who complete a Health Risk Assessment (HRA) with the City Health Department and who participate in one additional wellness program during the same year will receive an incentive payment, payable to the employee's City-provided flexible spending account or directly to the employee via payroll, by the City. The election as to payment to the flexible spending plan or directly to the employee must be made at the time of completion of the HRA. An employee or retired employee shall be eligible for a \$200 wellness incentive payment. Employees' spouses or retired employees' spouses shall be eligible for a \$100 wellness incentive payment. Employees and retirees will be eligible for no more than two payments per family per year. The City may, by policy, provide additional Wellness Incentives at the City's discretion. Employees shall be permitted to complete the HRA while on paid status consistent with the work needs of the department for which the employee works. Employees shall not be on paid status to complete the HRA during times for which the employee is not scheduled to work. The HRA includes a health risk appraisal, blood lipid profile, blood pressure reading, and a consultation with a medical professional.

Fitness Center Reimbursement: The City will reimburse full time employees and retirees that carry the City of Racine health insurance for 50% of the annual membership fee for a fitness center up to a maximum of \$200 per employee.

All employees who retire on or after May 1, 1994 shall be subject to placement within the insurance program established for active bargaining unit

employees and as further modified by active bargaining unit employees. Any employees retiring on, or after January 1, 2007, will be required to pay the amount of premium contribution for insurance in effect at the time of the employee's retirement.

The City and the Union agree to meet and discuss the establishment of a Healthcare Reimbursement Account/VEBA/PEHP program or equivalent for employees who retire during the life of the contract.

- B) Insurance for Retired Employees: Any Union member who elects to retire and is at least 55 years of age and has the combination of age and years of service totaling 75, may remain in the City's health insurance plan with the premiums fully paid by the City, except that any employee retiring on or after 1/1/07 shall be required to pay the premium contribution for insurance in effect at the time of the employee's retirement.

- C) Racine Group Life Insurance: The Employer shall insure all regular employees participating in the City Health Insurance Plan with \$9,000 of Group Life Insurance at no cost to the employee. The \$9,000 life insurance shall be continued without further payment of premiums in the event of total disability of an employee is such disability occurs prior to age 60.

- D. Wisconsin Group Life Insurance: The Employer shall adopt the State of Wisconsin Group Life Insurance Basic program, based upon employee earnings and shall pay the premium cost of said plan.

- E. Wisconsin Retirement Fund: Effective on the date of hire, all new employees shall participate in the Wisconsin Retirement Fund Pension Plan. The Library shall contribute up to 6.7% of the employee's total annual earnings to the Wisconsin Retirement Fund as the employee's share. In addition to its own share into the pension fund, the Library must pay an additional amount for those employees who have attained service credits prior to the City of Racine's inclusion into the Retirement Fund. Employees who quit or resign are still entitled to get their share of the retirement contributions even though the Library paid that amount for them. Said amount that an employee may receive due to a quit or resignation is defined as the amount payable by the Retirement Fund, defined as of December 31, 1990 as 5%. In the event the Retirement Fund increases or decreases said payable amount of employee's share, employees shall be eligible to receive whatever amount is deemed appropriate by the Wisconsin Retirement Fund in the event of a quit or resignation.

- F. Worker's Compensation: Effective upon ratification of this Agreement by both parties, the employer shall pay eighty-five percent (85%) of the employee's regular wage for not to exceed 60 working days for any one injury. Timekeepers shall be responsible for reporting the date and time of an occupational sickness or injury to the Human Resources Department, and also for reporting the date of return of such employees.
- G. Reopener: The Union has the right to reopen negotiations on the issue of dental insurance in the event any other bargaining unit in the City is given dental insurance.

ARTICLE XXX

WAGE RATES

- A. The rate schedule marked Exhibit 'A' is hereby made a part of this Agreement and shall govern the wages to be paid employees covered by this Agreement.
- B. Promotions and Demotions: When an employee is promoted to a position in a higher class, his/her salary shall be increased to the next higher rate in the new classification above his/her current salary. Thereafter, his/her salary shall increase in the same manner as that for new employees. When an employee is demoted or posts into a lower classification, the employee shall be paid at his/her corresponding step in the lower classification.
- C. When an employee is promoted within his/her own department and the employee is qualified, as determined by the Department Head, to handle the new job, said employee shall be increased to the corresponding step in the higher classification.

ARTICLE XXXI

HOURS OF WORK

- A. Hours of Work:
 - a. Regular work schedule shall be arranged between the employee and his or her supervisor.
 - b. Employees may temporarily be required to work different hours than ordinarily scheduled due to emergencies, inclement weather, staff training, computer system modifications, or remodeling.

- B. Flexible Scheduling: Employees shall be permitted to work a flexible schedule as provided by this article. Flexible schedules may include variations in daily beginning and ending work times, or a compressed workweek, providing those schedules comply with state and federal wage and hour laws. Except for bona fide emergencies, a request for flexibility shall be made no later than one calendar day prior to the requested change. Approval shall not be unreasonably withheld or withdrawn. Immediate supervisors may approve requests for flexibility that in their view meet the purpose and scope of this provision. Requests for flexibility exceeding the scope of this provision may be approved by the Library Director.
- C. Shift Trades: Employees may trade shifts with supervisory approval. Employees trading shifts shall be paid his or her existing pay rate even if he or she trades shifts with a higher or lower paid employee. Trades shall not be permitted if such trade would result in the earning or paying of overtime.
- D. Additional Hours: The employer shall establish a quarterly sign-up sheet upon which part-time employees may volunteer to work additional hours. In order to volunteer to work additional hours during a given calendar quarter, an employee must sign-up prior to the first day of the quarter. If additional hours are available, they will be assigned, by department, in order of descending seniority. Additional hours shall be equalized on a quarterly basis as nearly as is practicable.

ARTICLE XXXII

OVERTIME

- A. An accumulation of 40 hours worked in any work week shall entitle an employee to time and one-half work in excess of 40 hours. Time and one-half the regular rate of pay shall be granted as compensatory time for all work in excess of the weekly working hours provision.
- B. Overtime shall be divided each calendar year as equally as possible, on a quarterly basis, within departments and overtime lists shall be posted in each department.
- C. Emergency Overtime: Employees are required to work emergency overtime. An emergency for the purpose of this section shall constitute an unforeseen occurrence, including, but not limited to all weather problems, requiring immediate action to provide necessary Library service.
- D. Any employee who has been called to work other than his/her regular work hours and at a time not contiguous to the starting or ending time of his/her

regular shift shall be granted call-in pay at least equal to four hours of pay at his/her regular rate.

E. Employees may earn up to a total of 24 hours per year of compensatory time at time and one-half. Any time earned and not taken by the end of the calendar year shall be cashed out.

F. Sick leave and vacation time shall not be considered as part of an accumulation of 40 working hours for the purpose of earning overtime pay or compensatory time. Sick leave, vacation time, and holidays shall be considered as part of an accumulation of 40 working hours for all other purposes.

ARTICLE XXXIII

LONGEVITY

The Employer shall pay 5% longevity pay to employees hired on or before December 31, 1988.

ARTICLE XXXIV

SEVERABILITY

If any article or section of this Agreement or any addendum thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending determination as to its validity, the remainder of this Agreement and the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance or enforcement has been restrained, shall not be affected thereby.

ARTICLE XXXV

ENTIRE AGREEMENT

The foregoing constitutes the entire Agreement between the parties and no verbal statement shall supersede any of its provisions. Any oral agreements, practices or statements not specifically set forth herein are hereby declared null and void and of no effect. None of the terms and conditions of this Agreement may be modified except by mutual agreement in writing.

ARTICLE XXXVI

MILEAGE

The parties agree, during the term of this Agreement, to abide by the mileage reimbursement program adopted by the Racine Common Council under Resolution No. 8505 of October 3, 1995.

ARTICLE XXXVII

PAID TIME OFF

- A) This provision applies only to regular part-time employees. In lieu of vacation and sick leave, part-time employees are entitled to Paid Time Off (PTO). PTO provides for the accumulation of paid hours to be used when time is taken off for vacation, sick days, or personal time. Part-time employees begin accrual of PTO from the first day of employment; however, such employees are not eligible to use PTO until successful completion of the first month of his or her probationary period.
- B) PTO is granted under a pro-rata calculation, made on a calendar-year basis, based upon the employee's annual hours worked as a percentage of full-time employment. The calculation shall be based upon the employee's hours worked in the prior year. Part-time employees shall be entitled to a pro-rata share of 120 PTO hours per year. Partial hours shall be rounded up to the nearest half-hour. For example, the following calculation shall apply to an employee who worked 1255 hours in the prior year:

Year 1 Hours Worked – 1255

$1255/2080 = 0.6034$

$120 \times 0.6034 = 72.408$

Year 2 PTO – 72.5 Hours

- C) During an employee's first year of employment, the calculation shall be made based upon the hours of the weekly schedule for which the employee was hired.
- D) An employee's full PTO bank shall be in place January 1 of each year. PTO does not carry over from year to year.
- E) PTO may be taken for all or part of one scheduled shift without prior notice. PTO may only be used for more than three consecutively scheduled shifts upon

approval by the employee's supervisor and with at least seven calendar days' advance notice, unless otherwise agreed to by the department head and the employee. If an employee uses PTO for more than three consecutively scheduled shifts without supervisor or department head approval, the fourth and subsequent shifts shall be considered un-paid, unexcused absences unless employee taking such absence furnishes his or her supervisor with a certificate of illness signed by a licensed physician. Advance requests to use more than two PTO days shall be granted on a first come – first served basis.

- F) Except as may be approved pursuant to the flexible scheduling provisions of this Agreement, any other time taken off by part-time employees shall be considered to be an unexcused absence and shall subject the employee to discipline. Notwithstanding the previous sentence, an absence for an employee who has exhausted his or her PTO bank shall be considered excused if the employee taking such absence furnishes his or her supervisor with a certificate of illness signed by a licensed physician. However, Paid Time Off must be used for any scheduled hours not worked

Side Letter of Agreement

Expiring December 31, 2010

- A. The hours of operation of the main facility of the Library are:
 - a. Monday through Thursday: 9:00 A.M. through 8:00 P.M.
 - b. Friday and Saturday: 11:00 A.M. through 4:00 P.M.
- B. Employees may be scheduled to work hours other than the hours of operation of the Library.
- C. The Library may temporarily close or operate on different hours due to emergencies, inclement weather, staff training, computer system modifications, or remodeling. If an employee loses hours due to any such closure or hours change, that employee shall be given the opportunity to make up such loss within 30 days of such loss.
- D. Due to the loss of Sunday hours, full-time employees who regularly worked Sundays prior to the elimination of Sunday hours of operation will be permitted to work, earn, and use up to 10 hours of compensatory time in calendar year 2010. Such hours shall be scheduled between the affected employees and their supervisors.

Side Letter of Agreement

Expiring December 31, 2010

Subject to funding, employees may participate in the Racine Public Library Tuition Reimbursement program pursuant to the terms of the Racine Public Library Tuition Reimbursement Policy. Employees participating in the Racine Public Library Tuition Reimbursement program may not also participate in the City of Racine Tuition Reimbursement program.

Side Letter of Agreement

Expiring December 31, 2010

It is hereby agreed between the parties, the City of Racine and AFSCME, Local 67 (Racine Public Library Unit), that during the term of this Agreement there will be no reduction in staff levels that are in effect as of the date of ratification of this agreement by the Union. Staff levels will be established based upon occupied and posted positions as of the date of ratification of this agreement by the Union.