

AGREEMENT

BETWEEN

THE CITY OF MADISON

AND

**DANE COUNTY, WISCONSIN
MUNICIPAL EMPLOYEES
LOCAL 60, AFSCME, AFL-CIO**

PROFESSIONAL LIBRARIAN 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	TRANSFER.....	10
ARTICLE X	PROMOTION	11
ARTICLE XI	SENIORITY.....	12
ARTICLE XII	LAYOFF - RECALL	13
ARTICLE XIII	PAY POLICY.....	14
ARTICLE XIV	HOURS OF WORK	16
ARTICLE XV	AUTHORIZED LEAVE.....	18
ARTICLE XVI	INSURANCE - RETIREMENT	27
ARTICLE XVII	MISCELLANEOUS.....	32
ARTICLE XVIII	AUTHORITY	35
ARTICLE XIX	DURATION OF AGREEMENT	36
APPENDIX A	EMPLOYEE CONTRACT GRIEVANCE REPORT	37
APPENDIX B	SALARY SCHEDULES	38
MOU	POSITION EXPECTATION	
MOU	BUMPING RIGHTS	
MOU	BUS SUBSIDY	
MOU	CONSTRUCTION ACTION PLAN	
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 No. 60 (Professional Librarian Unit), AFSCME, AFL-CIO, hereinafter referred to as "Union" or "Employees."

WITNESSETH:

WHEREAS, both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into a complete agreement covering rates of pay, hours of work and conditions of employment; and,

WHEREAS, the parties do hereby acknowledge that this Agreement is the result of unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work and conditions of employment and incidental matters relating thereto; and,

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 preference, handicap, Union or non-Union affiliation or in the application or interpretation of the provisions of this Agreement. However, the parties agree that any discrimination complaint processed under appropriate municipal, state or federal procedures shall not be subject to the grievance and arbitration procedure.

- 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 which shall be adopted by Ordinance and Resolution, shall supersede ordinances and resolutions wherein there is a conflict with the terms of this Agreement.
- E. 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 the statutory dispute resolution procedures of the Americans With Disabilities Act and will not be subject to the grievance and arbitration process of this Agreement.
- 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: All regular full-time and regular part-time professional employees in the employ of the City of Madison Public Library, but excluding supervisory, managerial, executive, craft and confidential employees, and all other employees of the City of Madison, pursuant to the provisions of Section 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 (WERC) under date of October 20, 1982, Decision No. 19906.

The position classifications currently included within the scope of the bargaining unit as certified by the WERC are: Librarian 1, Librarian 2 and non-supervisory Librarian 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 fifteen (15) working days written advance notice naming each employee;
2. The number of named employees shall not exceed one (1);
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, chose 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 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 approval from 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 space on existing employee bulletin boards for Union use thereof. Such space shall be confined to that area currently designated for use by the Library Unit. All notices shall be posted and signed 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 arbitration, 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. The Union agrees that the Employer's failure to provide said copy shall not constitute failure to have disciplined for just cause;
- 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 overtime work;
- 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. Definition: Only matters involving the interpretation application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions set forth below.
- B. General Provisions:
 - 1. All grievances must be filed within twenty-one (21) calendar days of the act giving rise to the grievance or within twenty-one (21) calendar days of the date that the grievant should have been aware of the act by the exercise of reasonable diligence, otherwise the right to file a grievance is forfeited and no grievance is deemed to exist.
 - 2. Class grievances involving the general interpretation, application or enforcement of the terms of this Agreement may be initiated by the Union at Step Two of the grievance procedure.
 - 3. The Union shall provide the names of the authorized representatives to the Employer. Only the grievant and one Union authorized representative may investigate and process the grievance without loss of pay if it is necessary to investigate and process the grievance during their regular working hours, provided the respective supervisor approves such absence from assigned duties.
 - 4. Departure from the steps of the grievance procedure or the time limits in each step may be made by mutual written agreement of the Employer and the Union. If the Employer does not answer a grievance or appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.
 - 5. Probationary employees shall not have the right to appeal through the grievance procedure any disciplinary actions or discharge occurring during their initial probationary period and any extensions thereof.

C. Steps of The Grievance Procedure:

Step One:

1. An employee's grievance or those grievances submitted by the Union shall be made in writing on the form prescribed in Appendix A to the employee's immediate management supervisor or designated representative with a copy submitted to the Labor Relations Manager. The written grievance shall set forth the nature of the grievance, the fact(s) upon which it is based, the provision(s) of the Agreement allegedly violated and the relief requested.
2. The employee's immediate management supervisor or designated representative shall submit a written reply giving the reason(s) for the determination to the employee(s) and/or Union authorized representative within ten (10) calendar days after the receipt of the written grievance.

Step Two:

1. The grievance shall be considered settled on the basis of the Employer's answer at Step One unless within fifteen (15) calendar days after the management supervisor's written answer in Step One, the grievance is again reduced to writing on the prescribed form and submitted to the Library Director or designated representative with a copy submitted to the Labor Relations Manager.
2. The Library Director or designated representative shall give a written answer, giving the reasons for the determination to the grievance within ten (10) calendar days of receipt of the written grievance.

Step Three:

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) calendar 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) calendar days prior to the presentation of the grievance in Step One as herein provided.
4. It is intended that the parties shall meet to discuss the grievance prior to the grievance arbitration hearing.
5. 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 and the

- employee(s) involved. Unless the parties can, within twenty (20) 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.
6. The parties shall within twenty (20) working days upon receipt of said list meet for the purpose of selecting the arbitrator by alternately striking names from said list until one name remains. Such person shall then become arbitrator.
 7. Either party may within five (5) 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.
 8. 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.
 9. 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.
 10. 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.
 11. 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. Expenses relating to the obtaining of depositions and witnesses shall be borne by the party at whose request such depositions or witnesses are required.
 12. 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 Ch. 788, Wis. Stats., where not in conflict with the Agreement.

ARTICLE VII NO STRIKE - NO LOCKOUT

- A. No Strike: The Union recognizes the validity of Sec. 111.70(4)(L), Wis. Stats., 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 the 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. a. Regular Part-Time Employee: 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 benefits provided in this Agreement on a pro-rata basis depending upon the certified number of hours worked per week. The Employer agrees to review quarterly the hours worked per week and to prospectively re-certify the affected employee(s) if said employee(s) actual hours worked vary by 10% or more of their certified hours. Such re-certification will be rounded to the nearest decimal and for purposes of benefits, except those determined on the basis of earnings, such re-certification shall not be reduced below fifty percent (50%). This provision shall not prevent the Employer from reducing hours below fifty percent (50%).
 - 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 classified 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.

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 period of time not to exceed six (6) 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.
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 evaluations with the employee and provide the employee with a copy of the evaluation reports.
3. Probationary employees shall have all rights provided in this Agreement except 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, or the right to apply for a lateral transfer. 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 days of sick leave or Workers' Compensation and/or three days of personal holiday. Such extension shall be on a day-for-a-day basis. For the purpose of such extension, a day shall be defined as four or more hours of authorized absence.

ARTICLE IX TRANSFER

- A. Voluntary Transfer: A transfer is the movement of an employee within the same job classification from one position to another position. If there is a position vacancy authorized to be filled, the Employer agrees to post said transfer vacancy. All eligible employees requesting a transfer shall be considered by the Employer prior to posting for external hiring procedures. The Library shall fill all transfer opportunities from among bargaining unit applicants, if any, except upon demonstration of good cause by the

Library that employee applicants do not possess a special skill(s) required for the position. In the case of transfer, the Library shall select the most qualified employee applicant for the position.

1. Transfer applicants will receive a score based upon a maximum of 100 points. Points shall be allocated in the following manner:
 - a. A maximum of seventy (70) points is based upon a work experience questionnaire and an interview that are scored on the basis of the experience and skills.
 - b. A maximum of thirty (30) points is based on length of professional librarian service at the Madison Public Library. The applicant with the most years of librarian experience at the Madison Public Library will receive thirty (30) points. Applicants with fewer years of service will receive a proportionate number. Length of service will not be prorated.
 2. In cases of transfer, the employees shall serve a trial period of six (6) months following the date of transfer during which time the employee shall be entitled to return to his/her former position if either the employee or the Employer so decides. An employee on a 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-a-day basis. After thirty (30) days, for the purpose of such extension, a day shall be defined as four (4) or more hours of authorized absence. Upon successful completion of the trial period, the employee shall be "permanent" in the new position.
- B. Involuntary Transfer: If the City desires to reallocate existing staff between divisions or branches, the City shall first attempt voluntary lateral transfers as described in 9.01. If, after attempting such voluntary transfer, the desired staff allocation is not accomplished, the City may make involuntary lateral transfers as follows:
1. 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.

ARTICLE X PROMOTION

- A. Definition: A promotion shall be defined as the movement of an employee from one job classification to a higher job classification with a higher salary range within the bargaining unit.

- B. Posting: Notice of all promotional vacancies shall be posted on the bulletin board space reserved for the Union at least five (5) calendar days prior to the date of closing.
- C. Notification: When a bargaining unit member is not promoted to a vacancy for which he/she has been certified, he/she shall be given a written notification of the reasons therefore.
- 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 the Employer so decides. An employee on a 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-a-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.

ARTICLE XI SENIORITY

- A. Definition: Seniority is an employee's total continuous time of service with the Employer. 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. Military leave shall be counted as service time as provided by law. Regular part-time service shall be counted on a pro-rata basis effective January 1, 1983. Regular part-time service acquired prior to January 1, 1983 shall not be counted on a pro-rata basis. Service time as an hourly employee shall not be considered in the definition of seniority under this Section.
- 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 ten (10) calendar days of proper notice subject, however, to provisions of Section 14.08.

ARTICLE XII
LAYOFF - RECALL

A. Layoff:

1. When a decrease of regular budgeted 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 lower in pay grade within the bargaining unit.
2. However, no employee(s) shall be laid off if such employee(s) has the ability to perform the work of any limited term or hourly 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.
6. Supervisory employees shall have those rights set forth in this Article based upon their total continuous time of service acquired in a position included in the scope of the bargaining unit. However, supervisory employees shall not be eligible for

any such rights after they have held a non-bargaining unit supervisory position for five (5) years.

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 XIII PAY POLICY

A. Salary Schedules: Employees shall be compensated in accordance with the applicable salary schedules attached hereto and made a part thereof (Appendix B).

B. Overtime:

1. Overtime shall be defined as assigned work performed in excess of seventy-seven and one-half (77.50) hours within a fourteen (14) day period. Overtime shall be compensated at time and one-half (1-1/2) the employee's regular base rate of pay. Paid sick leave, holiday and vacation hours shall be considered hours worked for purposes of computing overtime. Leaves of absence without pay shall not be considered as time worked for purposes of computing overtime.
2. Employees shall be required to perform overtime work upon assignment.
3. For purposes of computing overtime compensation, overtime worked shall not be pyramided, compounded or paid twice for the same hours.
4. 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. Employee selection of option must be made at the time assignment is made and such selection shall be final.
5. Such accrued compensatory leave time shall be taken at a mutually agreeable time. On the last pay period prior to the expiration date of the contract, 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.

6. 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 and dinner periods shall not be considered as time worked or as a break in determining continuous hours worked.
 7. 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: 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 thirty cents (\$.30) per hour per range, while so assigned.

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.
- D. Shift Differential: Employees performing authorized work between the hours of 6:00 p.m. and 6:00 a.m., and for all hours worked on a contract designated holiday, shall be paid a premium of sixty-two cents (\$.62) per hour. Employees performing authorized work on Saturday outside the hours cited herein above shall be paid a premium of sixty-two cents (\$.62) per hour. Employees performing authorized work on Sunday shall be paid a premium of one dollar and eighty-five cents (\$1.85) per hour. These rates shall be adjusted based on the percent wage increase.
- E. Longevity Plan: All regular full-time and regular part-time 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 3% (total of 6%) of base pay at the beginning of the tenth (10) year of continuous employment.
 - c. An additional 2% (total of 8%) of base pay at the beginning of the fourteenth (14) year of continuous employment.
 - d. An additional 1% (total of 9%) of base pay at the beginning of the sixteenth (16) year of continuous employment.

- e. An additional 1% (total of 10%) of base pay beginning with the eighteenth (18) year of continuous employment.
 - f. An additional 1% (total of 11%) of base pay beginning with the twentieth (20) year of continuous employment.
 - g. An additional 1% (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 leave 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 absences 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 be considered employment time for the purposes of computing longevity.
 4. All longevity provisions of this article shall be made only in compliance with the existing rules of the Employer.

ARTICLE XIV 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 which 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 Sundays.

- b. Sunday hours may be in addition to the employee's normal work week. All work on Sunday shall be considered overtime for full-time employees hired prior to February 20, 2011.
- c. Employees may volunteer to work on Sunday. Employees hired after February 20, 2011, may be assigned to work on Sundays as part of their regular work week and such employees will not receive overtime unless they exceed 38.75 hours in the work week. 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 hours will be filled on a voluntary basis according to seniority, except those employees hired after February 20, 2011. If there are insufficient volunteers, slots will be assigned in reverse order of seniority among full-time employees, in addition to those employees assigned as part of their regular work week. The Library shall solicit volunteers on a quarterly basis. No employee shall be assigned to work two (2) consecutive Sundays, nor shall any employee who has volunteered to work one (1) Sunday, be assigned to work the following Sunday except by mutual agreement.
- e. Security Service will be provided during all hours the Central library is open.
- f. Sunday Library Hours will be staffed as follows:
 - 1. The Library shall be closed on the Sunday closest to Christmas and the Sunday closest to 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.
 - 2. Central Youth Services will first be staffed with librarian volunteers from Youth Services. If there are insufficient volunteers, the remaining slots will be open to all Librarians on a seniority basis. If openings remain, they will be offered to Youth Services library assistants on a seniority basis. Adequate training will be provided in advance for Librarians from outside Youth Services.
 - 3. Technical Service employees will not be assigned to work Sundays.
 - 4. All Sunday reference shifts will be open first to librarians. If there are remaining openings, they will be offered to library assistants. If openings still remain, the shifts will be assigned to librarians by inverse seniority. If an employee is ill and unable to work her/his Sunday shift, either the Supervisor-in-Charge will fill the opening, or fill-in employees will be sought from the Librarian Sunday Call-in List. Offers from this list will be equitably distributed.

6. The parties agree that work at home arrangements may be made by mutual agreement on a case-by-case basis.
7. Employees hired after February 20, 2011, may be assigned Sunday hours at any site or branch
8. At the Central Library, a Supervisor-in-Charge will be on site during open hours.

ARTICLE XV 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 completion of six (6) months probationary period or any extension thereof.
 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 that unused vacation up to two (2) weeks will be carried over automatically; unused vacation may be carried over with the permission of the Department Head or designated representative.
 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/her 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, he/she 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. Twenty-two (22) work days after one (1) full year of continuous service, or;
 - b. Twenty-seven (27) work days per year after completion of twenty-two (22) years of continuous service.
 6. Employees appointed to positions within the bargaining unit after January 1, 1985 shall be granted vacation leave at the rate of:
 - a. Two (2) work weeks after one 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. (Effective January 1, 1999, nineteen (19) years).
 - g. Twenty-seven (27) work days per year after completion of twenty-seven (27) years of continuous service.
7. 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.
8. 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, stepparent, 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.

All permanent full-time and permanent part-time 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 150 days, except as provided in F or G 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. The Employer may make an additional requirement in order to qualify for sick leave that the employee submit a certificate from a physician, physician's assistant, registered nurse or the specified primary or secondary child care provider verifying illness, provided the employee is given advance notice of said requirement. It is the intention of the parties that this provision shall apply only to those employees who show demonstrable sick leave abuse.
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.
 - 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 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 funds 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.

6. 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, Professional Librarians 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 4.0 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 5.2 of this MOU. 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.

g. 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.
7. Employees earning sick leave in excess of 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 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 15 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 permanent full-time and permanent part-time employees: New Year's Day, Martin Luther King, Jr.'s Birthday (the third Monday in January), Memorial Day (the last Monday in May), Independence Day, Labor Day, Thanksgiving Day, December 25th, and three and one-half (3-1/2) Floating Holidays. For employees who are regularly scheduled to work a normal shift on Sundays, Easter Sunday shall be designated as a holiday. However, such employees shall forfeit one (1) floating holiday in lieu of Easter Sunday.

The 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. Employees performing authorized work on a contract designated holiday shall be compensated at the rate of two (2) times the employees' regular rate of pay for hours worked. In addition, employees performing authorized work on a contract designated holiday shall be granted a mutually agreeable day off as compensatory time, or at the employees' option, a day's pay at the regular straight time rate. Such compensatory time off or regular straight time shall be in an amount equal to the actual hours worked but not to exceed eight (8) hours.
3. In the event that 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. In the event that any of the above contract designated holidays fall on Sunday, the following Monday shall be designated as the holiday.
4. Regular part-time employees shall receive holiday benefits on a pro-rated basis.
5. Employees who are hired into a permanent position on or after November 1, will be permitted carry-over 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, APM 2-14) 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 medical 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 for 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 or designated representative may, in appropriate circumstances, grant 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 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 or designated representative.
 - 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 or designated representative, 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.
 - a. 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. Library 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. Library 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 day compensatory time off at a mutually agreeable time.
 4. Those employees who work on a shift which requires them to work their full shift on December 24 and/or December 31 shall be entitled to one 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.
- J. Wisconsin Family Leave Act: Eligible employees shall be granted leaves of absence pursuant to the Wisconsin Family Leave Act. The parties agree that any dispute that may arise relative to the administration of this section shall be processed only in accordance with the exclusive procedures set forth in the above-mentioned Act.

ARTICLE XVI 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 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:
 - a) Designation of Domestic Partner as primary beneficiary in either my or my Domestic Partner's will, or life insurance, or retirement plan.
 - OR
 - b) 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 Resources 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.
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 B, 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 100 days or more of accrued sick leave (regardless of the number of sick days used in the past year).

- G. Employees employed in a Department/Division whose operation is transferred to another government or subcontracted to a private entity who are laid off and become unemployed as a direct cause of said transfer 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 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.
- H. 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 XVII
MISCELLANEOUS

A. Motor Vehicle Mileage and Parking:

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 mileage payment for each mile traveled on City business at the rate established by the Internal Revenue Service.
 - b. 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.
 - c. 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.

On those occasions where employees are required to use a non-City car for any day(s) they shall be eligible for remuneration under A.3., above, for that day(s).

3. Parking Spaces: The Library shall provide employee parking on the following basis:
 - a. In the Central Library garage, one (1) space to be shared by programming staff. Other employees will be able to park in other spaces in the Central Library garage as they become available during the evening.
 - b. One (1) space on the Henry Street side of the Central Library during the evening.
4. The Library units shall have one representative on the Parking Committee established in the City unit negotiations.

- B. Legal Protection: The Employer agrees to provide liability protection pursuant to its obligations under Wisconsin Statutes 895.46.

- C. 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. Disputes between the parties as to whether or not a benefit is a mandatory subject of bargaining primarily related to wages, hours and other conditions of employment shall be resolved by the WERC.
- 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 within ten (10) work days following receipt of the request. The Employer 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 Human Resources Department. The Employer agrees not to be arbitrary or capricious in approving or denying requests for training.

- E. 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. Reallocation: In the event that an employee's assigned duties and responsibilities undergo a significant and permanent change, the Employer shall conduct a position classification study. Should the study determine that the employee should be reallocated to a higher classification, the employee shall be reallocated accordingly. Reallocation of employees is not intended to be used to frustrate the promotional procedure. This provision shall not be subject to grievance arbitration during the contract years 1990 and 1991.

G. Inclement 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.

H. 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.

I. Tuition Reimbursement: Employees who do not possess a master's degree in library or information science shall have their tuition reimbursed each semester upon successful completion. Reimbursements shall be limited to 3.0 credits per calendar year. The per credit cost will be limited to that which is charged by the UWSLIS. Summer session shall be considered a semester.

J. 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.

K. 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 this agreement.

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, with a copy to the Director of the Library.

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. Complete Agreement and Waiver of Bargaining: The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and the opportunity are set forth in this Agreement.

The herein Agreement shall constitute the entire Agreement in effect between the parties, and items not specifically set forth in the herein agreement shall not become a part hereof unless specifically set forth in writing and attached hereto by mutual agreement.

ARTICLE XIX
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 unless either party shall notify the other in writing on or before the 1st day of January, 2015 that it desires to modify this Agreement.

Dated at Madison, Wisconsin, on this _____ day of _____, 2012.

CITY OF MADISON

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

MAYOR

PRESIDENT

COMPTROLLER

VICE PRESIDENT

CITY CLERK

SECRETARY

LABOR RELATIONS MANAGER

WCCME DISTRICT REPRESENTATIVE

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

CITY ATTORNEY

APPENDIX A 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.

Grievance Step - Circle One		
1	2	3

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

APPENDIX B SALARY SCHEDULES

A. Normal progression through the salary ranges shall be as follows:

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

B. 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 additional twelve (12) months of service.

C. Employees shall be compensated in accordance with the salary schedule, classifications and salary ranges as 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%.

BIWEEKLY BASE RATE SALARY SCHEDULE FOR COMPENSATION GROUP 33

RANGE 01	1	2	3	4	5
	1887.98	1953.53	2007.26	2084.78	2177.26
LIBRARIAN 1	LIBRARY COMPUTER SPECIALIST 1				
RANGE 02	1	2	3	4	5
	2007.26	2084.78	2177.26	2265.01	2363.40
LIBRARIAN 2	LIBRARY COMPUTER SPECIALIST 2				
RANGE 03	1	2	3	4	5
	2177.26	2265.01	2363.40	2469.68	2583.61
LIBRARIAN 3					

Librarian 1 and Library Computer Specialist 1 unit members who attain at least fifty-four (54) months of service as a Librarian 1 or Library Computer Specialist 1 and who possess a master's of library or Information science shall be placed in the Librarian 2 or Library Computer Specialist 2 classification at Step 3 of that range on the later of their anniversary date or the pay period immediately following completion of the master's degree. The Library Computer Specialist 2 classification shall be exempt from the master's degree requirement. For the purposes of this section, anniversary date shall be defined as that date when a Librarian 1 or Library Computer Specialist 1 would begin the fifty-fifth (55) month of his/her service in that classification.

All Librarian 1 or Library Computer Specialist 1 unit members who become Librarian 2s or Library Computer Specialist 2s shall continue to advance through remaining Librarian 2 or Library Computer Specialist 2 steps after each twelve (12) months of service.