

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF WAUWATOSA**  
**AND**  
**LOCAL 305, DISTRICT COUNCIL 48**  
**AFSCME, AFL-CIO**  
  
**2008 – 2010**

**AGREEMENT..... 4**

**ARTICLE I -- RECOGNITION ..... 4**

**ARTICLE II -- AGREEMENT ..... 5**

**ARTICLE III -- TERM OF AGREEMENT ..... 5**

**ARTICLE IV -- NEGOTIATIONS..... 5**

**ARTICLE V -- UNION ACTIVITY ..... 5**

**ARTICLE VI -- MANAGEMENT RIGHTS ..... 8**

**ARTICLE VII -- JURISDICTION ..... 8**

**ARTICLE VIII -- MATTERS OF EMPLOYMENT ..... 9**

**ARTICLE IX -- DISCIPLINARY PROCEDURES ..... 13**

**ARTICLE X -- PROBATIONARY AND TRIAL PERIODS..... 15**

**ARTICLE XI -- GRIEVANCE PROCEDURE ..... 16**

**ARTICLE XII -- RATES OF PAY ..... 17**

**ARTICLE XIII -- VACATIONS..... 19**

**ARTICLE XIV -- SICK LEAVE ..... 20**

**ARTICLE XV -- FUNERAL LEAVE..... 22**

**ARTICLE XVI -- DUTY INCURRED DISABILITY PAY..... 23**

**ARTICLE XVII -- HOLIDAYS..... 23**

**ARTICLE XVIII -- HEALTH INSURANCE..... 24**

**ARTICLE XIX -- LIFE INSURANCE ..... 30**

**ARTICLE XX -- PENSIONS..... 31**

**ARTICLE XXI -- PAY PERIODS ..... 31**

**ARTICLE XXII -- PREMIUM PAY ..... 32**

**ARTICLE XXIII -- OVERTIME..... 35**

**ARTICLE XXIV -- MILITARY LEAVES OF ABSENCE ..... 38**

**ARTICLE XXV -- JURY DUTY AND WITNESS PAY ..... 39**

**ARTICLE XXVI -- HOURS OF WORK ..... 39**

<b>ARTICLE XXVII -- WORKING CONDITIONS .....</b>	<b>41</b>
<b>ARTICLE XXVIII -- PROHIBITION OF STRIKES AND LOCKOUTS.....</b>	<b>45</b>
<b>ARTICLE XXIX -- SENIORITY.....</b>	<b>46</b>
<b>ARTICLE XXX -- SAFETY .....</b>	<b>48</b>
<b>ARTICLE XXXI -- SEASONAL EMPLOYEES.....</b>	<b>49</b>
<b>ARTICLE XXXII -- BULLETIN BOARDS .....</b>	<b>51</b>
<b>ARTICLE XXXIII-- LIGHT DUTY ASSIGNMENT .....</b>	<b>51</b>
<b>ARTICLE XXXIV -- AMENDMENTS AND SEVERABILITY .....</b>	<b>52</b>
<b>SAFETY STANDARDS AND RULES .....</b>	<b>60</b>
<b>WORK RULES AND REGULATIONS.....</b>	<b>68</b>

# **AGREEMENT**

This Agreement is made and entered into at Wauwatosa, Wisconsin under the provisions of Section 111.70, Wisconsin Statutes, by and between the City of Wauwatosa, hereinafter referred to as "City", and the Wauwatosa City Employees, Local No. 305, chartered by the American Federation of State, County and Municipal Employees, AFL-CIO, and affiliated with Milwaukee District Council 48, hereinafter known as "Union", as representatives of employees of the City as described in Article I.

## **WITNESSETH:**

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 an Agreement covering rates of pay, hours of work, and conditions of employment, all in accordance with the existing ordinances and resolutions of the City, its boards, and/or committees.

For convenience, in this Agreement reference is made in some instances to particular ordinances and memoranda of agreement, which are included in the appendix. As between this Agreement and such ordinances as are referred to, the ordinances are controlling and are conclusive as to meaning. The attached appendices are included as part of this Agreement.

## **Article I -- Recognition**

### **Section 1.**

The City hereby recognizes the Union as the exclusive collective bargaining agent for the existing appropriate certified bargaining units, and as the certified representative for those employees in these bargaining units occupying the classification as defined in the appropriate "Certifications of Representatives" promulgated by the Wisconsin Employment Relations Commission. The Union hereby recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consonant with its obligations to the employees it represents.

### **Section 2.**

The Union shall represent all employees in the bargaining unit at all conferences and negotiations.

### **Section 3.**

The City and Union shall not discriminate in the hiring of employees or during their tenure of employment because of race, creed, religion, sex, color, national origin, handicap, or legitimate Union activity.

### **Section 4.**

The City will keep the Union supplied with an up-to-date list of supervisory employees who regularly work in the departments covered by the bargaining unit.

Section 5.

The Union will keep the City supplied with an up-to-date list of designated Union Representatives who regularly work in the departments covered by the bargaining unit or who are assigned to service the local Union.

**Article II -- Agreement**

Section 1.

The consideration for this Agreement is the covenants mutually expressed herein and arrived at by the parties hereto.

Section 2.

The City and Union shall faithfully and diligently abide by and be bound to all of the provisions of this Agreement.

**Article III -- Term of Agreement**

Section 1.

This Agreement shall be in full force and effect commencing on the 1st day of January 2008 through the 31st day of December 2010.

Section 2.

The employer-employee relationship which exists now and has heretofore existed by and between the City and the members of the Union who are employed by the City, shall continue to be the same in the event this Agreement is terminated or expires by virtue of its terms.

**Article IV -- Negotiations**

Section 1.

Either party may select for itself a negotiator or negotiators for purposes of carrying on conferences and negotiations under provisions of Section 111.70 Wisconsin Statutes. No consent from either party shall be required in order to name such negotiator or negotiators. Each party shall advise the other of the names of its negotiators.

Section 2.

Each party shall submit in writing any proposals relating to a new Agreement and commence negotiations no later than September 15 of any year in which the Agreement expires, unless extended by mutual consent.

**Article V -- Union Activity**

Section 1. Check-off.

The City shall deduct from the biweekly paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary of Local 305, as the Union dues. Deduction will be made on each payday and the total dues so deducted will be delivered to the Treasurer of Local 305. Deductions may be terminated by the employee giving thirty (30) days' written notice to the City and the Union.

Section 2. Union Representatives.

The Union shall furnish the names of the Union Representatives to their respective superiors. Union Representatives shall be permitted reasonable time to investigate and process grievances during regular working hours, provided work operations are not stopped or unduly slowed or hampered.

Those authorized Union Representatives who are not employees shall be permitted reasonable access to City work areas in order to conduct legitimate business. Such representative must secure permission from the department head or his/her authorized representative in order to meet with the employee during working hours.

Section 3. Negotiations.

In the event negotiations are conducted during normal working hours of the day shift and at the request of the City, not to exceed three members of the bargaining unit who are the designated negotiators will be paid their regular wages by the City.

Section 4. Union Meetings.

The Union shall not hold Union meetings on City time except pursuant to Article IX, or with mutual consent of the City.

Section 5. Information.

The City shall make available within a reasonable time upon request of an authorized Union Representative, such information relating to employees in the bargaining unit, other than confidential or privileged records, as may be contained in the City's records, including but not limited to wages, hours, overtime, sick leave, longevity and vacation status. Any such request shall be specific in scope.

The City shall provide within a reasonable time upon request of an authorized Union Officer or Representative a list of the names of employees in the bargaining unit by departments, said list to be arranged in order that each employee was certified to his/her first job classification with the City from the last day of hire. Said list shall also include the date that each employee was certified to his/her present classification. The Union shall have a reasonable time to check said list for accuracy and if accurate, the list shall be posted in a conspicuous place of employment.

Section 6. Official Proceedings.

The City shall furnish the Union with the official proceedings, when prepared, of the Common Council, Civil Service Commission, and the Board of Public Works.

Section 7.

Union Delegates shall be allowed time off without pay to attend Union conventions, provided that the names of those attending shall be submitted to the Division Superintendent at least one week prior to such convention.

Section 8. Hearings.

Designated Union Representatives and witnesses shall be released with no loss in pay to participate in hearings concerning the Union and the City.

Section 9. Agency Shop Clause.

a. Membership within the Union remains as an option of the employee.

1. Any employee shall have the right to become a member of the Union by paying the initiation fee and monthly Union dues and by complying with the Constitution and By-Laws of the Union.

2. Any employee may also exercise his/her right to not join the Union without fear of discrimination, intimidation, or reprisal at any time.

3. Any employee who exercises his/her right to join the Union and pay the initiation fee shall, as a condition of continued employment, continue his/her membership in the Union for the duration of this Agreement.

b. Membership in the Union is separate, apart, and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required by State Law and under this Agreement to represent all of the employees within the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union.

The terms of this Agreement have been negotiated for all employees within the bargaining unit, not only for members in the Union, and this Agreement has been executed by the City of Wauwatosa after it has satisfied itself that the Union is the choice of a majority of the employees within the bargaining unit. Accordingly, it is just that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefits contained in this Agreement. Such fair share shall be measured by the amount of dues uniformly required of all members.

c. In accordance with the policy set forth under paragraphs a. and b. of this section, the City shall deduct from the biweekly earnings of each employee in the bargaining unit the amount of biweekly dues certified by the Union Treasurer as the current dues uniformly required of all members. Said amount shall be deducted biweekly and paid to the Union Treasurer within ten (10) days after such deduction is made.

1. For each month, the service charge shall be an amount equal to the regular and usual monthly dues.

2. In the event an employee who elects not to join the Union disagrees with the allocation of that portion of his/her fee which is paid for political

education, he/she shall notify the Union in writing and such amount shall be returned to said employee.

#### Section 10. Contracts

The City shall provide the Union with one master agreement for signature within one month of mutual ratification.

Section 11. Copies of correspondence to bargaining unit members concerning wages, hours or conditions of employment.

The City will send the President of Local 305 and the Staff Representative of District Council 48 a copy of all correspondence sent to bargaining unit members concerning wages, hours or conditions of employment. Such copies will be sent simultaneously with transmittal of the original correspondence to the bargaining unit member(s).

### **Article VI -- Management Rights**

#### Section 1.

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and its vested and statutory rights, and the powers and authority which the City has not officially abridged, delegated or modified by this Agreement are retained exclusively by the City.

#### Section 2.

The Union recognizes the exclusive rights of the City to establish reasonable work rules. The Union shall have the right to grieve on work rules.

#### Section 3.

The City has the right to schedule work and overtime work as required and to establish the methods and processes by which such work is performed in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest. Once the City has exhausted the plowing and salting overtime rosters listed in Article XXIII, Section 7A, and the City still needs more employees, then the City may require the least senior employees on the roster or list to come in to work.

#### Section 4.

The City reserves the right to discipline or discharge an employee for cause, in accordance with Article IX, Disciplinary Procedures.

### **Article VII -- Jurisdiction**

#### Section 1.

The union recognizes that the City has statutory and charter rights and duties in contracting for municipal operations. The right to contract and subcontract is vested solely in the City, subject to the sole limitation that the City may not contract or subcontract so as to result in any loss of City employment, or reduction in regular work hours, of any bargaining unit employee.

For the purpose of whatever subcontracting the City chooses to implement, the City may transfer employees involuntarily (a) to another job assignment in their classification or (b) to another classification assignment which will not cause a constructive discharge (i.e., a job which the employee cannot perform) or unreasonable change in working conditions for that employee. The involuntarily transferred employee will not lose pay or 40 hours of regular work per week.

#### Section 2.

Where new types of equipment are to be utilized or new operations are to be adopted, the City shall notify the Union of the proposed new equipment or new operation and of the proposed wage schedules for employees within the bargaining unit to be engaged in operating the new equipment or to be involved in the new operation. If the Union disagrees with the proposed wage schedules, the wage schedules shall be immediately referred for collective bargaining between the parties.

#### Section 3.

Supervisors shall not perform any work which is regularly scheduled and assigned to members of the bargaining unit, except as such which is incidental, in part or in total, or is instructional, or is insignificant, or in the event of emergencies.

### **Article VIII -- Matters of Employment**

#### Section 1.

The City will continue to make parking available to the employees.

#### Section 2. Temporary Assignments.

Whenever an employee is temporarily assigned to perform any work in a higher classification, he/she shall be paid at the corresponding step in the rate established for the higher classification in accordance with the provisions set forth below:

Any employee may be temporarily transferred from one class of work to another whether in his/her own division or department or another in accordance with the terms of this Agreement. If such temporary transfer takes place within or between a division of the Department of Public Works, including Parks, covered under this Agreement, it shall be pursuant to the direction of the Director of Public Works. If such employee so transferred is of a higher class, such employee shall be paid at the rate established for such higher class in the same starting step in the salary range which such employee was at in the class of work from which he/she was temporarily transferred.

Employees assigned to supervisory positions shall be paid at a rate equal to the corresponding step of the higher classification or paid at the rate of \$1.00 per hour over the rate of the employee's normal rate whichever rate is the lesser for all such time the employee is assigned the supervisory position by the appropriate management supervisor.

Whenever an employee requests and is granted transfer to another lower classification, he/she shall be paid at the rate appropriate for such lower classification, providing, however, that employees in the Laborer classification may be assigned by the City to the

Laborer classification and when so assigned shall be paid at the corresponding step of the Laborer rate.

The use of the portable chipper shall require the services of one Maintenance Person II and one Equipment Operator I and one of the employees operating the chipper shall be paid at the rate for Maintenance Person II and the other at the rate for Equipment Operator I. When two employees of the same classification are engaged in the operation of the chipper, the foreperson shall designate which employee is to be paid at the rate for Maintenance Person II and which at the rate of Equipment Operator I.

Effective on January 1, 2009, the following task rates will be eliminated

- |                                     |                   |
|-------------------------------------|-------------------|
| Salting I                           | Caterpillar Truck |
| Auger Truck                         | Stump Cutter      |
| Mechanic Welding and/or Fabricating | Plowing I         |
| Stock clerk/Purchase stores         |                   |
| Auto Body Repair                    |                   |
- All employees performing work above ground that cannot be performed from a bucket on water towers, Hart Park and County Park Field lights.

The following tasks are to be deemed to be within the duties of a Maintenance Person II:

- a. Cement finishing.
- b. Operating a snow loader, crawler, tractor, rubber-tired loader, Vac-All (one Maintenance Person II and one Laborer), street sweeper, truck (5 tons or over) with a V plow, and roller.
- c. Tar crew leader.
- d. For all time spent:
  1. Leading an asphalt repair crew of five (5) or more employees
  2. Spraying asphalt, and
  3. Luterling asphalt preliminary to rolling
- e. Operating a sewer jetter
- f. Operating portable sand blaster

The following tasks are deemed to be within the duties of an Equipment Operator II:

- a. Election Aide
- b. Portable Crane Operator
- c. Motor Grader Operator

Additional Task Rates:

- a. Caterpillar operator \$.10 per hour while operating (for Maintenance Person II or lower).
- b. Auger truck (L15) \$.40 per hour while operating.

The following task rates shall be paid as applicable:

- a. All Mechanic's who perform welding and/or fabricating shall receive \$.40 per hour.
- b. All employees performing work above ground that cannot be performed from a bucket on water towers, Hart Park Athletic field lights and County Park field lights shall receive \$.60 per hour.
- c. Stump Cutter - \$.25 per hour.

d. Vehicle Repair

The task rate of \$.75 per hour for work performed for auto body repair construed as body work on such damaged vehicles that normally would be sent to a body shop for repair, but such work is now being done in the Wauwatosa Fleet Maintenance Shop located at 11100 West Walnut Road, and filling in rusted out parts, filing, sanding painting and buffing to achieve a factory type repair work, finish and appearance.

Such work is to be assigned by the Fleet Supervisor in accordance with the above job description with only one (1) task rate to apply at the same time and shall be performed by qualified worker with a minimum of two (2) years experience.

- e. The former duties of the Stock Clerk, Purchase Stores, will be assigned and compensated for as follows:

A task rate of \$.90 per hour will be paid to each employee assigned.

An employee will be assigned from the following departments or sections, and paid for the amount of time listed for each work day worked:

Water Meter Repairperson II	2 hours
Stores Clerk (fleet maintenance)	1 hour
Street Clerk Dispatcher	1 hour
Electrical Technician	1 hour

The hours listed above are fixed hours to be used for the purpose of computing the task rate to be paid for each day worked, however, they may not represent the actual hours worked on a day to day basis. Employees assigned to inventory related duties will perform those duties

for whatever length of time is required to properly monitor and control inventories.

The loading and unloading of all department inventory will be done by the employees assigned as outlined above. Where additional assistance is needed, members of the operations section will be assigned and out of classification pay will be paid to those employees who normally receive less than the hourly rate of the stock clerk position.

Employees assigned to inventory related duties will be held responsible for performing all inventory functions.

It is recognized that the nature of City inventories and the access by employees to such stocks may preclude a strict control of inventory. It is further recognized that due to these conditions strict control of inventory is beyond the scope of responsibility of the employees assigned to inventory related duties.

- f. Refuse cart repair and delivery work shall be at the Laborer classification rate.

### Section 3.

- a. Promotion shall be pursuant to Civil Service regulations and whenever a vacancy occurs within the bargaining unit, and whenever the certified list issued by the Civil Service Commission for filling such vacancy contains the name of employees in the bargaining unit, the appointment to fill the vacancy shall be made from such certified employees. The certified list shall include the names of all employee applicants whose final grade is within seven per cent (7%) of the highest numerical grade on the eligibility list. All eligible employees who apply, including seasonal employees with a minimum of two months' service, will be given an appropriate written, and/or oral examination and will be assigned a grade.
- b. In the event an employee fails to fulfill his/her probationary period, he/she will return to his/her previous position in accordance with Article X, Section 2.
- c. Lateral transfers in the following groups due to voluntary bumping, reorganization, layoffs or abolishment of positions shall not cause an employee to lose his/her classification seniority or pay step:

- Group # 1: Field Laborer II, Laborer, Route Collector II and Watchperson
- Group # 2: Motor Equipment Operator and Route and Field Operator

### Section 4.

The practices enumerated in Section 20.01 (9) of the Municipal Code are prohibited and forbidden. Said practices are set forth below:

**Prohibited Influences and Practices.**

a. Except as provided otherwise in these enactments, no factor or influence other than the fitness of a person to perform the duties of the office or position in which he/she is acting or employed, or to which he/she is seeking appointment, shall affect the detrimental appointments, promotions, transfers, suspensions or discharges with respect to any office or employment within the scope of these enactments.

b. The following practices are especially forbidden: Pernicious political activity by any City officer or employee in the classified service; the giving of any consideration, whether financial or otherwise in return for appointment to an office or position in the service of said City; the obstruction or deceiving of any person desiring to take an examination under the provisions of these enactments, or desiring to secure information concerning any such examination; the deliberate mismarking or miscalculation of grades of any applicant taking an examination; the impersonation by any person of any other person in connection with the holding of any examination; and the giving to or receiving by candidates for examination information or assistance enabling such candidates to obtain an unfair or improper advantage over other candidates for the same examination.

**Section 5.**

When an employee requests a voluntary demotion, such individual shall be granted the demotion provided that the position that the employee is requesting to fill is within the same department as the employee's current department, subject to the approval of the department head. Voluntary demotion requests for a position outside of the employee's current department will only be granted when it is determined that it is in the best, overall interest of the City to grant such a request. Should the department head fail to approve the demotion request, justification for the refusal will be provided in writing to the employee and the Union. If the request is approved, the employee shall be placed at the step in the new classification that is closest to the employee's current rate, without the employee receiving an increase. If the new rate is less than the top rate for the classification, the employee will progress through the new rate as specified in Article XII- Rates of Pay, Section 3.

**Article IX -- Disciplinary Procedures**

**Section 1.**

The City shall have the right to discipline any employee for just cause in accordance with the following procedure:

Step 1. Informal discussions regarding deficiencies in work performance or conduct should be used in preference to formal disciplinary procedures. City management personnel are encouraged to involve Union stewards and officers in discussions with employees relative to work performance and conduct.

Step 2. If the employee has failed to show any improvement, formal discipline may be used. Oral reprimands may be issued without the Union representative being present. When the City's representative is to discuss with an employee a matter which is likely to result in a written reprimand, the Union steward, Union President, Staff Representative of District Council 48 and the Employee Relations Director will be notified and allowed to attend and participate in such discussions. At this meeting, a period of time shall be established during which the employee shall be expected to make such improvement as may be necessary to perform his/her job adequately prior to suspension, discharge, layoff, or demotion.

Step 3. Layoff or suspension. If the employee fails to improve work performance or conduct within the period of time established in Step 2, the City's management representative may suspend the employee or lay him/her off with a written notice to the employee, his/her Union representative and the Staff Representative of District Council 48.

Actions resulting in suspension, demotion, discharge or layoff shall be authorized by the Director of Public Works, Water Superintendent, or Parks and Forestry Superintendent or Police Chief, whichever is appropriate. Said notice shall contain the effective date of the action but in no instance shall the date be more than 5 working days from the last offense which brought on such action, unless the Union requests a delay in the action in order to discuss the reason for such discipline. The amount of time involved in the layoff or suspension shall be based on the seriousness of the infraction or offense.

Step 4. The City will use demotion as a discipline only when an employee's work record demonstrates an inability to perform his/her assignment or the employee and Union voluntarily agree to the demotion.

Step 5. An immediate suspension of up to 5 working days with or without pay may be made if reasonably necessary for the efficient and safe operation of the City without following the above procedure. Usually this involves a potential discharge or other serious offense where it is determined by the supervisor that the safety of the public, other workers, or property is at risk. During the 5 working days suspension, the City's representative and the Union's representative will investigate and discuss the cause for such action with written notice to the Union with specific reason for such action.

Step 6. Any employee who has been suspended for 5 working days pending discharge, shall be allowed to resign during such period without blemish or loss of right extended to other employees who resign or retire early.

## Section 2.

The employee or Union may appeal any decision of the respective department head concerning formal discipline to the City Administrator. Effective on the execution date

of this Agreement, such appeal shall be presented to Arbitration within 45 working days of the date formal discipline was issued and a copy provided to the Union.

Section 3.

The employee, union or the City may appeal the arbitration decision within 22 working days of the decision in accordance with Article XI, Section 7, Paragraph 5.

Section 4.

Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities as an employee. This will include the willful damage of City equipment resulting from vehicle accident. The use of mechanical or electronic recording of employee-management meetings covered in this article shall be limited to arbitration.

Section 5.

Any employee found to be unjustly disciplined shall be made whole, reinstated with full compensation for all lost time, less any sum earned by other employment or drawn under unemployment compensation which he/she would not have been able to earn or draw had he/she been employed in his/her regular position with the City.

Section 6.

Time limits set forth may be extended by mutual agreement.

Section 7.

Written disciplinary warnings will be removed from the record after twelve (12) calendar months of a clean record providing that the employee's work record remains a matter of record.

## **Article X -- Probationary and Trial Periods**

Section 1. New Employee Probationary Period.

All newly hired employees shall be probationary and not entitled to any seniority rights until after completion of 1,000 work hours. No claim or grievance shall be made by the Union or the employee with respect to layoff, transfer, or discharge of the employee during such period of probation. If the employee shall be continued in the employ of the City after completion of the probationary period, his/her length of service shall be computed from his/her date of last hire. Should an extension of the above period be deemed necessary by the City, it will so advise the Union. Upon written concurrence of the City and the Union, the probationary period may be extended up to an additional 200 work hours for a maximum total of 1,200 hours.

Section 2.

Employees receiving a promotion shall receive a trial period of 1,000 work hours. Should an employee's performance not be satisfactory, or should an employee desire to return to the position formerly held, said right is guaranteed for 30 calendar days, or the day before the date the city makes a job offer to a qualified candidate, whichever is longer.

Section 3.

Two thousand (2,000) compensated hours earned in a calendar year shall constitute the basis for computing the appropriate full fringe benefits. An employee's appropriate fringe benefits shall be prorated when he/she earns less than two thousand (2,000) compensated hours in a calendar year.

Section 4.

Employees will be eligible for holiday pay after thirty (30) consecutive calendar days of employment.

## **Article XI -- Grievance Procedure**

Section 1.

Both the Union and the City recognize that grievances involving the interpretation, application, or enforcement of the terms of this agreement should be settled promptly and in a just manner.

Section 2.

Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance and be eligible for processing herein.

Section 3.

In the event it is not possible to comply with time limits as set forth herein because of work schedules, illness, vacation or other reason, such limits may be extended by mutual consent of the parties to the grievance.

Section 4.

Except for the preparation of the written grievance at Step Two, an employee shall not have his/her pay reduced for any time spent in the grievance procedure.

Section 5.

Designated Union Representatives, witnesses, and grievants shall be released with no loss in pay to participate in all steps of the grievance procedure.

Section 6.

Supplies of the required grievance forms shall be prepared and distributed by the City for use by the employees, Union Representatives and Supervisors.

Section 7.

Step 1. Any employee, individually or in company with his/her Union Representative, may within twenty (20) work days after the event giving rise to the grievance, or the employee could reasonably have been expected to have knowledge of it, orally state his/her grievance to his/her immediate supervisor.

The appropriate Union representative shall be afforded the opportunity to be present at any discussions, and any resolution of a grievance shall not be inconsistent with the terms of this Agreement. No grievance shall be processed at

any ensuing step unless the Union steward or, in his/her absence a representative of the Union office, has been notified in writing of the time, place, and subject matter of it. A Union representative may, at the discretion of the Union, be present at any step of the grievance procedure. The supervisor shall be required to give an oral answer within two (2) workdays to the grievant and the Union Representative.

Step 2. The grievance shall be considered resolved in Step 1 unless within five (5) workdays after the immediate supervisor's answer is given, the grievance is reduced to writing and appealed to the appropriate supervisor. The appropriate supervisor shall set a mutually convenient time for discussion of the grievance.

Within five (5) workdays following receipt of the grievance, the appropriate supervisor shall present his/her written decision to the employee, the Union, and the Employee Relations Manager.

Step 3. The grievance shall be considered resolved in Step 2 unless, within five (5) workdays of the receipt of the appropriate supervisor's decision, the Union files a written appeal with the City Administrator. The City Administrator shall hold a hearing(s) at a mutually convenient time for discussion of the grievance and within ten (10) work days of the receipt of the grievance notify the Union of its decision in writing.

Step 4. If the grievance is not satisfactorily adjusted pursuant to Step 3, the Union may appeal to an arbitrator by giving written notice to the City within twenty (20) workdays of the decision of the City Administrator. Such notice shall state the act or omission appealed from and the basis for the appeal. The appeal to an arbitrator shall be in accordance with Step 5 below.

Step 5. Immediately after such written notice of appeal to arbitration is given, the party receiving the appeal shall request a panel of five (5) arbitrators to be furnished by the W.E.R.C. Upon receipt of the panel, the parties shall toss a coin with the loser striking first and then through the process of alternately striking two names each from the list, the remaining person shall be the arbitrator. The arbitrator shall be empowered to hear the evidence pursuant to such rules and procedures as he/she may adopt and to make a written decision which shall be final and binding. The parties shall bear equally the fees of the arbitrator and the record of the proceedings, if either party or the arbitrator determines to make a record. Each party shall bear the costs of its own witnesses, exhibits and counsel.

## **Article XII -- Rates of Pay**

### **Section 1.**

The wages paid to the employees covered by this Agreement shall be in accordance with Appendices A, B, and C, respectively. Rates will be increased in 2008 by 3.25%, in 2009

by 2.75%, and in 2010 by 2.75%. Effective January 1, 2009 all employees shall receive a one-time increase of \$.08/hour applied directly to their base wage.

#### Section 2.

When any employee classified as Laborer or Arborist I is directing three (3) or more employees of equivalent or lesser classification for at least three (3) hours a day, he/she shall receive the same hourly rate as that paid the corresponding step of the Arborist II for those hours spent in so directing those employees. This paragraph applies only to situations not provided for in other parts of this section or other articles in this Agreement.

When a Forestry crew consists of three or more persons, an Arborist II shall assume crew leadership. If an Arborist II is unavailable, the employee so assigned, in accordance with seniority and job preference provisions of this Agreement, shall be paid the corresponding step rate of the Arborist II for those hours spent in directing the crew.

In addition, when stump removal operations are in progress the dump truck operator shall, in addition to operating the dump truck, assist the Vac-all operator as needed during the course of the day and shall receive out of class appropriate under Article VIII, Section 2 of this Agreement.

#### Section 3.

Whenever annual increments are specified in Appendix A and Appendix B, such increments shall take effect on the first day in the pay period in which the anniversary date of assignment to that classification falls.

#### Section 4.

The City reserves the right to make corrections of errors to the salary ordinance and to any other ordinances covering matters of employment which conflict with the Agreement.

#### Section 5.

The City reserves the right to make changes in the salary ordinances to reflect classification changes recommended by the Civil Service Commission or the Common Council upon agreement of the Union.

#### Section 6. Public Works Allotment

Each full time employee shall be paid eight (8) hours of pay as a Public Works Allotment. The rate of pay shall be the employee's base rate of pay in effect on February 1 of each calendar year. Effective January 1, 2008, the supplemental payment of \$310 shall be increased to \$425. The payment shall be made by separate check before the end of the month of February each year.

#### Section 7. Commercial Driver's License Reimbursement

The City shall bear the cost of the difference between the cost of a regular driver's license and the cost of the CDL. The City is only obligated to pay for the cost of renewals and not the initial costs of a CDL for a new hire.

## **Article XIII -- Vacations**

### Section 1.

All employees on a weekly or monthly salary who have completed 1 full year of service and whose service thereafter is continuous, and all employees working for the City who are not on a weekly or monthly salary but who have been employed by the City on a full-time basis for a period of not less than 5 years, shall be entitled to an annual vacation with pay on the following basis:

Two weeks (10 working days) after one year of service.

Three weeks (15 working days) after five years of service.

Four weeks (20 working days) after thirteen years of service.

Five weeks (25 working days) after twenty years of service.

### Section 2.

Administration and interpretation of this Article shall be in accordance with the provisions set forth herein.

- a. In the case of employees who have returned from military leave to their employment and have been reinstated as by law provided, such employee shall not be entitled to the aforementioned vacations unless they have been engaged in the service of the City continuously for a period of at least three months prior to the first vacation after such return.
- b. The initial vacation shall be figured on the basis of the previous calendar year. The third, fourth and fifth week of vacation shall be credited to an employee during the calendar year of such employee's employment anniversary date, and if such employee shall not continue his/her employment with the City until his/her employment anniversary date within such calendar year, the additional week vacation pay shall be deducted from such employee's final pay check. Where there has not been a full year's service in the prior calendar year, the vacation period shall be reduced so that the same shall be in proportion to the actual period of service performed. Vacations, leaves of absence with pay and absence due to illness or injury compensable under the Worker's Compensation law of the State shall be construed as such service for the purpose of computing the total allowable vacation.
- c. Department heads shall arrange and designate vacation periods on the basis of the foregoing vacation allowances, and the vacation period, if deemed advisable by the respective department heads, may be divided into two or more periods.
- d. Vacations not taken may be arranged for and taken in a succeeding year upon the approval of the department head City Administrator.
- e. Upon termination of service with the City, an employee shall be entitled to a lump sum payment in lieu of any annual vacation allowable at the time of such termination.

f. An employee whose service with the City is terminated by reason of voluntary retirement after attaining age 55 or by reason of compulsory retirement, shall receive in addition to a lump sum payment for vacation allowable at the date of retirement, a lump sum payment for vacation earned in the current year and normally allowable in a subsequent year equal to one-twelfth of a full vacation for each full month of service in the current year to date of termination. Where the total length of service in the current year from January 1 to date of retirement includes a fraction of a month, only the number of whole months of service shall be counted towards computation of the amount of lump sum payment in lieu of vacation. Fractions of a month shall be disregarded.

g. Employees on a weekly or monthly basis. An employee's initial vacation as of the first January as an employee shall be computed on the basis of the number of hours worked during the previous calendar year. If the employee worked less than a complete work year in the first calendar year, the amount of vacation available to the employee as of the first January 1 following the initial date of employment shall be prorated. The hours worked shall include all hours paid for the period. Two thousand hours shall be considered a complete work year. Initial vacation shall be taken after January 1 of the year following the initial date of employment.

h. Employees not on a weekly or monthly basis. This relates specifically to the Extra Help employees. At the time of the adoption of this ordinance, each employee to be extended this fringe benefit had to have five (5) years of service with the City. Now, such an employee, if newly hired, would have to first accumulate a total of 2,000 compensated hours to be eligible for his/her two (2) weeks of vacation (80 hours). Thereafter, vacation is granted on a calendar year basis with an employee receiving no more than his/her full vacation hours or a pro-rated amount, if such total compensated hours are less than 2,000 based on the previous calendar year.

i. Limited term and part-time employees. Limited term and part-time employees who have at least 2000 compensated hours with the City are eligible for pro-rated vacation based on the prior year of service.

## **Article XIV -- Sick Leave**

### **Section 1.**

Eligibility for sick leave allowance shall begin after the completion of 12 months of employment with the City, but accumulations shall begin with the date of regular appointment.

### **Section 2.**

Employees shall earn 12 working days sick leave with pay during each year of service accumulative in the sick leave account, except that limited term and part-time employees who have at least 2000 compensated hours with the City shall earn sick leave on a pro-

rata basis, based on the prior year of service. Maximum allowable accumulation in the sick leave account shall be 156 eight-hour days.

### Section 3.

Administration and interpretation of this article shall be in accordance with the provisions set forth herein:

- a. After the completion of 12 months of employment with the City, employees on a weekly or a monthly salary, and employees not on a weekly or monthly salary, but who have been employed by the City on a full-time basis for a period of not less than 5 years, may be given leave of absence with pay by the respective department heads.
- b. Such leave of absence with pay may be given on account of the sickness or the extension of funeral leave for one of the immediate family defined to mean the husband, wife, child, brother, sister, parent or a relative living in the same household of an employee, or on account of absence in compliance with quarantine regulations of the health authorities, when in such case the leave of absence is approved by the department head and the Personnel Department. Such leave of absence with pay may be given on account of other causes of absence if granted or ratified by resolution of the Common Council.
- c. Such leave for bona fide illness of 3 consecutive days may be permitted without requiring the employee to submit a certificate as hereinafter set forth, provided that the department head has other satisfactory evidence warranting the leave.

When the officer or employee is absent from duty on account of such illness beyond 3 consecutive days, a statement from a private physician, a dentist, or from an assigned City physician or nurse, certifying the nature and seriousness of the sickness, or the certificate of an authorized Christian Science practitioner certifying that the employee is under Christian Science treatment, shall be furnished to the department head for his/her approval, and if so approved such leave of absence with pay may be given.

The Personnel Department shall be promptly advised of such leave. The return to work by an employee after absence from duty on account of illness shall be subject to the approval of the department head or of the City Health Commissioner, except that in the event of approval or disapproval of the employee's physical fitness to return to work by the Health Commissioner his/her determination shall be final.

- d. It is intended that such leave of absence shall be figured for a full prior year's service on the basis of the previous calendar year. Where such service has not been rendered, such leave shall be reduced so that the same shall be in proportion to the actual period of service performed. Vacations, leaves of absence with pay,

and absence due to injury or illness compensable under the Worker's Compensation law of this state shall be construed as such service for the purpose of computing the maximum leave of absence with pay allowable.

e. Leaves of absence with pay not in excess of four hours and in addition to the maximum leave of absence with pay provided for in paragraph a above, shall be granted for the purpose of permitting not to exceed 6 employees in the classified service, as designated by the department head or assistant department head, and in their absence, the Mayor, to attend the funeral of a deceased employee from their department, during the normal course of time an employee would be working at his/her job.

Willful violation of any of the provisions hereof by any employee or the willful making of any false report regarding illness or sick leave, shall subject the employee committing such violation, or making such false report, to disciplinary action and shall be considered a cause for discharge, suspension, demotion, or dismissal, subject to the law and rules regulating such action.

Leaves of absence without pay may be granted for any cause considered sufficient by the department head.

f. An employee is first credited with twelve days and he/she can use such sick leave when he/she attains his/her first anniversary date of employment with the City. Thereafter, sick leave is computed and granted on a calendar year basis with an employee receiving twelve days or a prorated amount, depending if an employee has a full or less than a full 2,000 compensated hours, based on the previous calendar year.

g. An employee may utilize unused accumulated sick leave entitlements with respect to disabilities due to pregnancy.

h. Employees should make a good faith effort to schedule non-emergency doctor or dentist appointments after work hours or at the beginning or end of the workday. Employees shall leave and return at a reasonable time if the appointment is during the workday.

i. Employee benefits under the Agreement will count towards benefits required under the Wisconsin Family and Medical Leave Act.

## **Article XV -- Funeral Leave**

### **Section 1.**

Funeral leave with pay shall be granted without deduction from an employee's accumulated sick leave.

## Section 2.

In the event of the death of an employee's husband, wife, mother, father, child, brother, sister, father-in-law, mother-in-law, grandfather, grandmother, or a relative living in the same household of the employee, the employee shall be granted up to three days of paid leave. In the event of the death of the brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandparents of the spouse, the employee shall be granted one day of paid leave. Such leave is provided each employee for attendance at the funeral and for assisting the deceased's family at a time of need and, therefore, is to be taken at a time directly related to the funeral. An employee shall apply for such leave by advising his/her supervisor of the death and the approximate date of the funeral.

## Section 3.

In the event the funeral is of a distance to require additional leave for travel time, up to three days of leave chargeable to the employee's accumulated sick leave account may be granted upon the employee's request by the department head. No reasonable request for such travel allowance shall be denied.

## **Article XVI -- Duty Incurred Disability Pay**

An employee who sustains an injury while performing within the scope of his/her employment shall receive full pay for the first three days of injury. If injury time off is covered by Worker's Compensation, the employee shall receive a combination of Worker's Compensation benefits and supplemental pay, but the total amount received shall not in aggregate exceed the employee's normal net "take home" pay. This additional payment by the City shall continue during the period the employee is temporarily totally or temporarily partially disabled, not to exceed one year.

## **Article XVII – Holidays**

### Section 1.

Employees on a weekly or monthly salary shall receive the following holidays with pay after 30 days of employment, employees not on a weekly or monthly salary shall receive the following holidays with pay after being employed by the City on a full-time basis for a period of not less than five (5) years, and limited term and part-time employees who have more than 2000 compensated hours with the City shall receive the following holidays on a pro-rata basis based on the prior year of service.

- a. New Year's Day (January 1)
- b. Memorial Day (Last Monday in May)
- c. Independence Day (July 4)
- d. Labor Day (First Monday in September)
- e. Thanksgiving Day
- f. Christmas Day (December 25)
- g. Last work day prior to Christmas
- h. Last work day prior to New Year's
- i. Good Friday
- j. Two floating holidays

All holidays are guaranteed. In the event a holiday falls on Sunday, it shall be celebrated on Monday. In the event a holiday falls on Saturday, the holiday shall be celebrated on the preceding work day with the City retaining the option to schedule the employees to work at holiday premium and give the employees who work a day off in the future, to be taken off by mutual consent. If the City exercises this option, it shall give the employees no less than two weeks prior notice.

## Section 2. Floating Holiday Procedure.

a. Employee requests for scheduling of the floating holiday shall be filed in writing with the appropriate management supervisor seven days prior to the date for which the request is to be effective. The management supervisor shall respond in writing within 2 workdays as to whether or not the request will be granted.

Authorization of said request shall be subject to the staffing requirements and efficient operation of the employer. Reasonable effort shall be made to grant an employee's request.

b. If there is a limitation on the number of employees granted authorization to take a floating holiday, the senior employee shall have preference.

c. When a dispute arises concerning a denial of an employee request for authorization of the floating holiday said matter shall be reviewed by the Union Bargaining Committee and if so requested by the Employee Relations Manager.

d. Operating divisions may establish administrative rules for holiday usage consistent with this Agreement and subject to the approval of the Employee Relations Manager.

e. The time limit for filing of employee requests may be waived by the employer if in its sole judgment such may be done within the staffing requirements of the employer.

## **Article XVIII -- Health Insurance**

### Section 1.

All employees working for the City may choose to be included in the described health insurance plan, to commence on the first of the month subsequent to the employment date of a newly hired employee commencing to work with the City.

#### 1. General Provisions for Employees on Both Plans

a. Effective January 1, 2008, continuing for the term of this Agreement and its extensions, the Union through its designated representative(s) shall participate in good faith in a joint labor/management health insurance standing committee on at least a quarterly basis.

b. Fixed Cost Sharing.

Effective January 1, 2008, all employees on the City's health plans shall pay the City \$5 single/ \$13 family biweekly through a payroll pre-tax deduction as a cost sharing contribution.

Effective January 1, 2009, each employee shall pay the City \$10 single/ \$26 family biweekly through a payroll pre-tax deduction as a cost sharing contribution. If the employee completes the minimum wellness requirements of the City's wellness program that employee's cost share contribution shall be reduced to \$5 single / \$13 family. The minimum wellness requirements shall be at City expense and shall include completion of the following: (1) comprehensive HRA including fasting blood screen; (2) age and gender appropriate routine screening to include, at a minimum, mammograms, pap screens, colorectal cancer screening and PSA test for prostate cancer; and (3) employee wellness coaching.

Effective January 1, 2010, each employee shall pay the City \$13 single / \$35 family biweekly through a payroll pre-tax deduction as a cost sharing contribution. If the employee completes the minimum wellness requirements in the above paragraph that employee's cost share contribution shall be reduced to \$6.50 single / \$17.50 family.

## 2. Health Plans

Effective January 1, 2008, and continuing for the term of this Agreement and its extensions, the health insurance coverage, at the City's expense, shall be identical to those provided to full time employees in the preceding agreement, with the following modifications to the Preferred Provider Plan (PPO):

a. Effective January 1, 1995, the maximum co-insurance per calendar year for both PPO and non PPO shall be \$500 paid by the employee for single coverage and \$1,000 paid by the employee for family coverage. The co-insurance for services provided by PPO members shall continue to be computed on the basis of 90% paid by the plan and 10% paid by the employee. The co-insurance for services provided by non-PPO members shall continue to be computed on the basis of 80% paid by the plan and 20% paid by the employee.

Employees shall pay an out-of-pocket annual maximum for in-network or out-of-network services of \$1,000 individual or a \$1,800 family.

Effective January 1, 2004, employees shall pay 30% co-payment for out-of-network services.

b. Effective January 1, 1994, the definition of "dependent" shall be the following: The employee's dependent shall be the employee's legal spouse. Eligible dependents shall also include the employee's unmarried children through the end of the month in which the child becomes 19 years old or through the end of the month in which the child becomes 25 years old if the child is a full time student at a recognized college, university, secondary or trade school and the employee

provides at least 50% of his/her support. A dependent who is 19 years of age or older on January 1, 1994, shall be covered as provided by the previous definition of "dependent". A "child" includes a natural born child, legally adopted child, stepchild or foster child. A dependent must not be either an employee of the City or in the armed forces of any country. To be eligible, a dependent must reside in the United States. (There is no change in the definition and coverage of a handicapped dependent.)

c. Effective January 1, 2008, for each retail prescription, employees shall pay \$15 for each generic prescription, \$24 for each second tier prescription, and \$40 or 20%, whichever is greater, not to exceed \$80 for each third tier prescription. Each retail prescription co-pay shall be for a 30 day supply. For each maximum 90 day mail order prescription, employees shall pay \$30 for each generic prescription, \$48 for each formulary prescription, and \$80 or 20%, whichever is greater, not to exceed \$160 for each non-formulary prescription. There shall be no reimbursement for employee prescription co-pays.

There shall be no reimbursement for prescription co-payment. Effective January 1, 2008, the quantity of prescribed drugs available each time a retail prescription is filled under the drug card program shall be for a 30-day supply.

d. The City shall provide VIPA 70 Gold or equivalent vision insurance with a \$10 deductible.

e. There shall be a \$5,000 lifetime maximum at 80% on infertility diagnosis and correction, ( does not include impregnation techniques including prescription fertility drugs).

f. Effective August 1, 1993, the alcohol/drug and mental health coverage shall remain the same except for the following changes:

1. Effective January 1, 2002, there shall be an annual maximum of 30 days for in-patient / transitional mental health services at 100%. After the first 30 days, the next 40 days shall be at 90% for in-network and 80% for out of network. Annual maximum of 70 days.
2. Effective on January 1, 2000, the outpatient nervous, mental, drug and alcohol benefit shall be changed to 10 office visits paid at 100% and 80 office visits at 90% for PPO providers and 80% for non PPO providers. The benefit is available annually to each eligible participant.

g. Effective January 1, 2006 there shall be a \$2 million lifetime maximum limit with no more than \$1 million in any single year.

h. Annual Deductibles.

Effective January 1, 2008 employees who complete the minimum wellness requirements set forth in Article XVIII, Section 3 above shall pay the following annual deductible: In-Network \$200 for single, \$400 for family; Out-of-Network \$400 single, \$800 family.

Effective January 1, 2008 employees who do not complete the minimum wellness requirements set forth in Article XVIII, Section 3 above shall pay the following annual deductible: In-Network \$300 for single, \$600 for family; Out-of-Network \$500 single, \$1,000 family.

- i. Over-The-Counter Medications. The plan will include coverage as a generic for the purchase of over-the-counter medications for which a prescription drug exists and the individual has a prescription, such as medications for acid reflux and allergy.
- j. Chiropractic. For chiropractic services the plan will pay 90% In-Network and 70% reasonable and customary Out-of-Network costs for a maximum of 36 visits per calendar year. For 2005, the maximum number shall be 18 visits
- k. Health Risk Assessment The City will provide to full time members a Health Risk Assessment within 60 days of the plan year.
- l. Routine and Preventive Care. Routine tests and procedures and preventive care shall be covered 100% in-network, 70% out-of-network.

## Section 2. Modifications to the HMO Plan.

Effective January 1, 2008 and continuing for the term of this Agreement and its extensions, the HMO health insurance coverage, at the City's expense, shall be the same as those provided to full time employees on December 31, 2007 with the following modifications.

- a. Office Visit Co-Pay. Employees shall pay \$15 for each office visit. Effective January 1, 2007 employees shall pay \$20 for each office visit.
- b. Annual Deductible. Employees shall pay an annual deductible shall be:
  - \$150 for single and \$400 for family for 2005
  - \$300 for single and \$800 for family for 2006
  - \$400 for single and \$1,000 for family for 2007.
- c. Prescription Drugs. The prescription benefit is the same as the PPO Plan above.
- d. Emergency Room Co-Pay. Employees shall pay \$100 for an emergency room visit, waived if the patient is admitted.
- e. Urgent Care Co-Pay. Employees shall pay \$50 for an urgent care visit.

- f. In-patient Co-Pay. Employees shall pay a \$250 per hospital admission co-pay.
- g. Chiropractic. Employees on the HMO have the same chiropractic benefit as the Self-Funded PPO Plan above.
- h. Vision. Employees on the HMO have the same vision benefit as the Self-Funded PPO Plan above.

Section 3. For employees working for the City who are 65 years of age or over or for employees who have a spouse 65 years of age or over, beginning with the first day of that month which next follows six (6) months of continuous employment, the City shall make available the same coverage less the benefits available under the Medical Care plans provided by the Social Security Laws.

Section 4. Retirees.

a. During the first thirty (30) days after termination of employment in the service of the City, former employees are eligible for enrollment at their own expense under the hospital-surgical group insurance contracted for by the City, if on the last day of employment they were members of the City's hospital-surgical insurance group and if any one of the following sets of circumstances exists:

1. Retirement is necessary by reason of total and presumably permanent disability as determined by the Wisconsin Retirement Fund or appropriate local pension board of trustees. (In this event the thirty (30) day period of eligibility for enrollment commences with the day after the date of such determination of disability).
2. If the employee is age 55 or over and length of continuous service is fifteen (15) years or more.

Effective January 1, 1989, the City shall pay the full amount of the cost of group health insurance, single or family as appropriate, for any employee with 15 years or more of service who retires at age 55 or after, with such payments to continue until the employee becomes part of a Medicare Program, becomes part of a new employer health insurance group which provides coverage equivalent to that of the City of Wauwatosa, or until the employee dies. Beginning January 1, 1990, and continuing each calendar year thereafter, the City shall pay the full amount of the premium for such group health insurance coverage but not to exceed 110% of the preceding premium. For employees hired after January 1, 2008, the City shall pay a percent of premium according to the following table:

Years of Service with the City	15 years	20 years	25 years	30 years
City Contribution of Premium	15%	30%	40%	50%

b. Eligible retirees under the age of sixty-five are protected to the same extent as active employees in the regular City group, and those age sixty-five and over are protected by Medicare Extended 365 Days and/or the Medicare Carve-out Coverage applicable. The covered dependents of eligible retirees would have the same protections as determined by their own ages.

c. The dependents covered by the employee's membership in the City's group on the last day of employment may be covered by his/her membership in the retired employee's group so long as they are otherwise eligible. The number of such dependents so covered may be decreased from time to time, but new dependents may not be added, nor may any previously deleted ones be reinstated. Otherwise eligible dependents may retain their coverage in the group after the death of the retired employee, and if the spouse is one of these dependents the coverage for all of those dependents, including the spouse, is terminated on the date of the spouse's remarriage.

d. The City will not pay or advance any part of the premiums except as noted above. The quarterly premiums are payable to the City Treasurer no later than the tenth of the month preceding each calendar quarter-year.

**Section 5. Retirement Health Care Savings Plan (RHCSF)**

a. Sick Leave Conversion at Retirement

Employees hired after January 1, 2008, shall convert their accumulated unused sick leave, up to the maximum of 156 days, into their RHCSF. The conversion will be at the employee's regular rate of pay on the date of retirement. The employee's conversion amount is based upon total years of service at the time of retirement and will be based off the following table of conversion and City premium contribution:

<b>Retiree Health Insurance for FTEs Hired After January 1, 2008</b>				
Employee Years of Service	15 years	20 years	25 years	30 years
Sick Leave Conversion upon Retirement	100%	80%	60%	50%

All conversions into the RHCSP shall be made at the rate of pay at the date of retirement. The balance of the RHCSP shall be used for qualifying health insurance expenses only to ensure the funds are triple-tax free per Internal Revenue Code requirements.

b. Annual Sick Leave Conversion

Employees hired before January 1, 2008, shall convert 1/6 of their annual unused sick leave (up to 2 days) at the end each year into their RHCSP provided that the employee has any amount over six (6) full days (50%) of unused sick leave remaining in that year. The cash conversion will be at the employee's regular rate of pay on December 31 of that year.

Employees hired after January 1, 2008, shall convert 1/4 of their annual unused sick leave (up to 3 days) at the end each year into their RHCSP provided that the employee has any amount over six (6) full days (50%) of unused sick leave remaining in that year. The cash conversion will be at the employee's regular rate of pay on December 31 of that year.

c. City Payments into Plan

For employees hired after January 1, 2008 and who have satisfactorily completed probation, the City shall pay \$500 one time into the employee's RHCSP. For employees hired before January 1, 2008, the City shall pay \$250 one time into the employee's RHCSP.

d. Vesting

The City's contributions into the plan, including payments under (3) above shall vest with employees after 15 years of service with the City. Funds contributed by employees either through sick leave conversion or through direct salary contributions shall vest immediately with employees.

Section 5. Dental Insurance

a. Coverage Effective Date

A new full time employee who elects to carry dental insurance shall be covered by the insurance effective the first day of the month following the date of employment with the City.

b. The City agrees to continue to provide dental insurance coverage and benefits at the same level as provided on December 31, 2007, except that: (1) the self-funded dental plan shall pay 80% of class C services, have annual benefit maximum of \$2,000 for other than class D orthodontia and lifetime maximum per person for Class D orthodontia of \$2,500; and (2) the annual benefit maximum on the fully insured plan shall be \$2,000.

**Article XIX -- Life Insurance**

Section 1.

The City shall pay the entire premium for group life insurance for full-time employees on a weekly or monthly salary in the bargaining unit.

Section 2.

The insurance for each employee shall be an amount equal to the even \$1,000 next exceeding the basic wage of salary paid to the employee for the preceding calendar year with a minimum coverage of \$10,000. The basic wage or salary is the amount paid to the employee at his/her appropriate rate for working his/her regular schedule, excluding premium and overtime pay as of October 1 of the preceding year.

Section 3.

For employees who retire at age 65, a paid-up life insurance policy in the amount of \$3,500 shall be provided for each employee. Employees retiring prior to age 65 must have 20 years of service and pay full cost of policy if they desire to obtain above coverage at age 65.

Section 4.

Active full-time employees on weekly or monthly salary will be provided dependent life insurance coverage as follows:

- a. Spouse \$1,500.00.
- b. Each dependent child age 6 months through age 19 (Age 23 if a student) - \$750.00. Coverage for children to age 6 months will be \$100.00 per child.

**Article XX -- Pensions**

Section 1.

Employees shall be covered under the State of Wisconsin Retirement Fund in accordance with applicable provisions of the Wisconsin Statutes and the regulations of the Wisconsin Retirement Fund.

Section 2.

The City shall pay the employee's contribution to the Fund in addition to the City's Statutorily required contribution. Payments made by the City under the provisions of this Section which formerly were employee's contribution shall not be considered as the City's contribution.

**Article XXI -- Pay Periods**

Section 1.

Pay periods for all employees in the bargaining unit shall be two-week periods ending on alternate Saturdays, and payment shall be made on the 12th day following the end of the pay period. All payments shall be made via direct deposit into a checking or savings account. Employees shall have access to a public computer whereby each employee shall have the opportunity to verify that the payroll check has been deposited into their account.

Section 2.

In the event the payday falls on a legal holiday or work holiday, payment shall be made on the last preceding workday.

Section 3.

Paydays may be advanced upon instructions of the Mayor.

Section 4.

Each employee shall be allowed to obtain up to three due bills per year.

Section 5.

Issuance of due bills shall be subject to reasonable rules of procedure as established by the City. The Union shall be furnished a copy of such rules and they shall be on the bulletin boards.

Section 6.

An employee who resigns from service with the City may terminate employment effective from his/her last day of actual work up to the last date he/she receives payment for unused vacation, but not accumulated overtime. During the period between the last day at work and the date the resignation is effective, the employee shall not accrue benefits except if the employee returns to service with the City before the date the resignation is effective.

For purposes of pay out of accrued wages, the City shall pay out the employee's annual allowable vacation and overtime on a biweekly basis unless the employee requests a lump sum payment.

## **Article XXII -- Premium Pay**

Section 1.

A shift differential of twenty cents (20¢) per hour for second shift and twenty-five cents (25¢) per hour for third shift shall be paid to all classified employees required to work on these shifts. The second shift shall be any shift commencing after 12:00 o'clock noon and before 10:00 p.m. The third shift is any shift that begins on or after 10:00 p.m. and before 4:00 a.m.

When any employee works beyond his/her regular hours of work to replace an absent employee, he/she shall be paid the same shift differential if any, for such replacing time that the absent employee would have been paid had he/she worked as scheduled.

Section 2.

All such extra hours of work shall be approved by the department head, subject to check and certification and final approval of the Civil Service Commission in conformity with its rules and regulations. Such extra hours in excess of 8 hours per day or 40 hours per week shall be recorded by the Commission at one and one-half times the employee's hourly rate based upon his/her salary and shall be accumulated on a plus and minus system set up by the Commission pursuant to its rules, the value of extra time to be

credited first against the value of regular time missed before same will count toward time off hereafter provided. Any work over eight (8) hours in an employee's work day or 40 hours in an employee's work week shall be accumulated at the rate of time and one-half on a plus and minus system. The value of this overtime shall be credited first against the value of regular time missed.

All hours worked on an employee's sixth day in a work week, providing such employee shall have had 32 compensated hours in the preceding six (6) calendar days of the employee's work week, shall also be paid at time and one-half in accumulated time. All hours worked on Sunday, or his/her seventh day in a work week or on a holiday, shall be compensated at double time providing such employee shall have had 32 compensated hours in the preceding six (6) calendar days of the employee's work week.

For those employees who work two weeks back to back and have off four continuous days, such as Friday and Saturday, Sunday and Monday, the Friday is the sixth calendar day, the Saturday is the seventh, the Sunday will be the sixth and the Monday the seventh for purposes of time and one half and double time pay.

Upon such record of overtime, each employee entitled thereto shall be allowed time off up to 24 hours upon his/her request and with the approval of the department head. Time off for hours accumulated in excess of 24 hours shall be taken as assigned by the department at the earliest possible date, consistent with work schedules and the employee's preferences.

The City shall extend wage credits to 24 hours for future wage offset by way of overtime. For those employees hired by the City after January 1, 1968 and while such employees are serving an initial probationary period, the City shall extend to such employees wage credits to the limit of 12 hours for future wage offset by pay of overtime.

### Section 3.

All employees, upon termination of employment or upon military leave, shall be paid for all accumulated overtime.

### Section 4.

Overtime shall be computed at the rate in effect on the date the extra hours were worked. All overtime herein referred to shall be figured on the basis of the appropriate rate as of the date the extra hours were performed reduced to an hourly rate.

### Section 5.

Hours recorded to an employee's plus-minus account shall be re-evaluated on or about January 1 of each year or as soon as practicable following the effective day of any increase in applicable base wage rates set forth in this Agreement.

### Section 6. Emergency Overtime

- a. Employees required to work outside of regular working hours due to an emergency shall be paid at time and one-half the applicable hourly rate based on

the employee's regular rate plus an appropriate task rate on his/her current pay check. If this emergency work, together with normal work, results in an employee working more than 12 hours in any period of 24 hours, the employee shall have the right, with the approval of the department head, to take off a number of hours equal to the number of hours worked in excess of 12 on the following day. This time off shall be charged against accumulated overtime except that no time off shall be allowed if the employee has an intervening rest period of 12 hours or more. Any time compensated for at time and one-half shall not be accumulated as overtime.

b. Any or all time earned by employees (except extra help) of the City due to emergency work, shall at the option of such employees be placed to the credit of such employees as accumulative overtime, provided such employee's accumulative overtime before such emergency work is less than 24 hours, or shall at the option of such employees be credited as an offset to reduce any wage credits, extended by the City to such employees. Except as otherwise provided herein above, emergency overtime shall not be accumulated as overtime.

c. An employee called in to work by the employer prior to or following the completion of his/her regular work schedule due to an emergency shall receive a minimum of three hours pay at the premium rate.

d. For purposes of this Article "emergency" shall be defined as overtime work which is assigned with less than 24 hours notice.

#### Section 7.

All employees who do not work under cover or for whom work cannot be provided under cover, who report for work at a regularly assigned time and who are officially excused and sent home due to lack of work or inclement weather before the start of the shift, shall be credited with one (1) hour's pay at their straight time rate.

#### Section 8.

When illness of an employee extends beyond the regular sick leave allowed herein, time off resulting therefrom shall be charged against such record of overtime. Such accumulated overtime may be used to extend a vacation period when an employee requests the same in writing and such is granted by the department head. All time off granted an employee shall be reported to the Personnel Department by the department head.

Time off with regular pay shall be allowed by a department head, at his/her discretion, to any employee who is an honorably discharged member of the armed forces of the United States to allow such employee to attend as a member of an Honor Guard any Military Funeral conducted by a veteran's organization chartered by an Act of Congress, and such time off shall not be charged against the employee's accumulated overtime.

## **Article XXIII -- Overtime**

### Section 1.

The City will offer overtime assignments among those employees who normally perform the work within their classification within the bargaining unit.

### Section 2.

The qualifications of each employee so designated to be on each overtime roster shall require the approval of the division head, which approval shall not be unreasonably denied.

### Section 3.

When management determines it necessary to perform work operations outside of normal work hours (with exception to shift extensions pursuant to past practice) on an overtime basis, the primary roster shall be called in order of seniority. Should sufficient personnel be obtained to perform the work operation prior to exhausting the primary roster, a line shall be drawn under the last person called. When the next overtime opportunity occurs, callout shall begin with the first person below the line. If the end of the primary roster is reached and additional personnel are still needed, the primary roster shall be called starting at the top and continuing down until enough personnel are obtained or until the original line is reached.

If sufficient personnel are not obtained from the primary roster, supplemental rosters, if any, shall be called in order and in a like manner.

### Section 4.

Each employee shall be called at least a second time if there is no response to the first call.

### Section 5.

Overtime callout errors

If more than 2 callout errors are made, affecting the same employee, within a 1-year period the following will apply:

On the 3<sup>rd</sup> and 4<sup>th</sup> errors the employee will be offered a new overtime opportunity resulting in equal compensation to the overtime opportunity missed;

On the 5<sup>th</sup> and all subsequent callout errors in a given year, the employee will be paid for the overtime missed at the applicable rate;

A record of annual callout errors shall be kept for each employee. Beginning on September 1 of each year, this error record shall be set to zero for each employee.

### Section 6.

Separate rosters shall be kept current for:

A. Snow plowing and salting (separate rosters)

1. Drivers.

The drivers shall include those qualified as Equipment Operator I and II, Maintenance Person II, and Route and Field Operator. In the event the roster is exhausted and additional drivers are required, those qualified helpers (to drive) will be called in accordance with the helper list. In the event the list is exhausted, those employees in the next lower classification or anyone within the bargaining unit may be called.

2. Additional Drivers.

These shall include those qualified in the Laborer and Arborist I and II classifications. In the event the list is exhausted, those employees in the next lower classification or anyone within the bargaining unit may be called.

3. Collection unit employees may, on a voluntary basis have their name placed on the plowing overtime roster. It is understood that they will not be allowed to work plowing overtime except between 4:00 p.m. on Friday to 11:30 p.m. on Sunday or on a holiday, which falls on a weekday. It is further agreed that they will not be assigned to work plowing overtime within the eight hours preceding a scheduled collection shift.

4. At least two (2) mechanics shall be on duty or called in according to their overtime roster.

5. On the salting roster, the loader operation shall be rotated among those employees in the Equipment Operator II classification on a rotating overtime roster.

6. Salting and Plowing Operation.

a. Salting

I. Assignments

1. Two (2) persons in extreme weather conditions, as determined by the City.

2. Two (2) persons for dead end streets or for backing up steep hills.

II. The task rate shall be twenty cents (20¢) per hour for all one (1) person operations. This provision shall be eliminated effective January 1, 2009.

III. A salting operation in progress when the normal workday begins will be interrupted to allow a more senior employee who is on the salting roster and did not start salting before the workday began to replace a less senior employee who is working on a salting crew.

b. All Plowing

- I. Two (2) persons shall be assigned for all alley plowing, parking lot plowing, dead end street plowing, bumping intersections and medians, except when bombardier, front-end loader or grader is used.
- II. The task rate shall be forty cents (40¢) per hour for all one (1) person operations. This provision shall be eliminated effective January 1, 2009.
- III. A snow plowing operation in progress when the normal workday begins will not be interrupted to allow replacement of employees who are plowing based on seniority.

c. Definitions

- I. A dead end street for purposes of this entire Agreement means a street in which the truck is unable to turn around and requires backing up.
- II. Bumping of intersections and medians means bumping crossovers and intersections on boulevards that have median strips.

d. Guaranteed Time

No employee shall lose any regular working time as the result of the one (1) person driving operation.

e. Medical Exemption

An employee who has a temporary and specific medical problem shall be excluded from the plowing list for the duration of the medical problem if the employee provides a completed "Medical Status Report".

f. Financial Responsibility

The City will provide financial responsibility for the drivers of the plows and salting vehicles.

B. Pumping

1. In the event the Sweeper Crew is operating, they may, if necessary, check out sanitary sewer levels and assist with sewer crew in pumping operations.
2. The crews normally assigned to this work on a regular basis are the ones to be called in to work when pumping operations are to be performed.
3. In the event additional personnel are required by management, the persons shall be called in accordance with the overtime roster for sewerage operations.

C. Clerk Dispatcher

In accordance with their roster, the Clerk Dispatcher shall be requested to report for performance of his or her regular duties and to assist in calling in the employees for emergency operations when a supervisor determines the circumstances are such as to require the use of a Clerk Dispatcher. It is intended that the Clerk Dispatcher will normally be called in when large numbers of employees are needed.

#### D. Additional Rosters

Additional rosters may be created to cover overtime situations as deemed necessary by management. No employee shall be unreasonably denied his or her right to be included or excluded from such roster.

E. The City shall follow the appropriate roster when circumstances and time allow. However, the City retains the right to vary from the roster when urgent need would make strict compliance unreasonable.

#### F. Overtime Roster - Fleet Maintenance Division

##### Scheduled overtime - Holidays, Saturdays, and Sundays

For scheduled overtime on holidays, Saturdays, and Sundays, employees shall be scheduled as required by the City within classification based on the Fleet Maintenance Division Master Roster. Said roster will include all division employees covered by this Agreement.

#### Section 7.

Notwithstanding any other provisions of the Agreement, employees working in the "collections" will be required to work weekday overtime when so assigned providing such assignment does not exceed one (1) hour per day on a weekday; additionally, such employees will be required to work overtime on Saturday when, in the opinion of the Director of Public Works, such overtime is deemed warranted.

## **Article XXIV -- Military Leaves of Absence**

#### Section 1.

Employees in the bargaining unit who participate in active training under the reserve components of the military establishment shall receive their regular pay less any amount received from the United States government incidental to said training, (except for travel allowance and housing allowance and meal allowance) during such training period not exceeding two (2) weeks in any one (1) year.

#### Section 2.

Any employee who is an honorably discharged member of the Armed Forces shall be allowed to attend, as a member of an Honor Guard, a military funeral and shall receive his/her regular pay. This pay shall not be deducted from accumulated overtime.

#### Section 3.

An employee in the classified service entering the military service of the United States under the Universal Military Training and Service Act of 1951 shall retain his/her employee rights and privileges and will be re-employed by the City in the same job

which he or she occupied at the time he or she left to enter service, or in a comparable job, provided work is available and provided the employee presents himself or herself for re-employment within the time limit and under the conditions specified in the above act or any amendments thereto, following his or her honorable discharge from the service.

## **Article XXV -- Jury Duty and Witness Pay**

### Section 1.

Employees shall be granted time off with pay for reporting for jury duty or for jury service upon presentation of satisfactory evidence relating to this duty or service.

### Section 2.

Compensation received for such duty or service (exclusive of travel pay or pay for jury duty on off-duty days) shall be immediately paid over to the Municipal Treasurer.

### Section 3.

Employees on jury duty on a normal off day shall not declare jury duty pay for that day.

### Section 4.

Employees called as witnesses shall not lose pay unless the call for duty is the result of other employment.

## **Article XXVI -- Hours of Work**

### Section 1.

The regular hours of work each day shall be consecutive, except for a one-half hour lunch period. Those employees assigned to Fleet Maintenance on second shift, Operator Technician, Control System Technician, Watchperson, and Laborer -Custodian classifications shall have a paid twenty minute lunch period within their shift.

Each work shift shall include a fifteen (15) minute coffee break. Employees shall make appropriate effort to limit the break within the intent set forth herein. References to consecutive hours of work in the balance of this Article shall be construed generally to include the aforesaid interruptions.

The lunch period for City residential refuse collection workers.

Employees assigned to residential refuse collection shall take their lunch in a flexible manner so there will not be disruption in the work assignment and the regular work day for such employees shall be eight hours beginning at 7:00 a.m. and extending until 3:00 p.m.

It is understood that the change is applicable only to employees assigned to regular residential collection in the classification of Route and Field Operator/Loader, and Laborer and does not apply to any other job classification within the bargaining unit.

### Section 2.

The workweek shall consist of five (5) consecutive eight-hour days, Monday through Friday, except for Watchperson, and Laborer -Custodians.

Section 3.

Eight (8) consecutive hours of work shall constitute a work shift, all employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

Section 4.

Work Schedules showing the employees' shifts, work days, and hours shall be posted on all department bulletin boards at all times. The following shall be the regular hours of work in each department:

1. Street Department
  - a. Watchperson 7-3, 3-11, 11-7, one person swings
  - b. Clerk-Dispatcher 7:00-3:30, 8:30-5:00
  - c. Remainder 1st 7:00-3:30, 2nd 3:00-11:00
  
2. Park Department
  - a. Custodian 8-4, 4-12, one person swings
  - b. Clerk III 7:30-4:00  
Clerk I 9:00-1:00 (No lunch)
  - c. Remainder 7:00-3:30
  
3. Fleet Maintenance Department
  - a. Clerk II 7:00 A.M. - 3:30 P.M.
  - b. Remainder 7:00 A.M. - 3:30 P.M.
  
4. Electrical and Traffic Maintenance
  - a. All 7:00-3:30
  
5. Water Department
  - a. City Hall 8:00-5:00
  - b. Operators 7-3, 3-11 one person swings
  - c. Remainder 7:00-3:30 or 7:00-3:00, depending on assignment
  - d. Meter Reader 7:30-4:00

If a Water Department employee is on a work assignment without a scheduled lunch, the employee shall take his/her lunch in a flexible manner so there will not be disruption in the work assignment.

6. Forestry Department
  - a. All 7:00-3:30

7. Parking Specialists

- a. 8:30 a.m. to 4:30 p.m. (Monday through Friday)
  - b. 9:30 a.m. to 5:00 p.m. (Monday through Friday)
  - c. 9:00 a.m. to 5:00 p.m. (Saturday and Sunday)
8. Survey Crew
- a. 7:00 A.M. - 12:00 noon, 12:30 P.M. - 3:30 P.M.
9. Custodial Workers
- a. 7:00-11:30, 12:00-3:30
  - b. 3:30-11:30
10. Fire Department - Mechanic
- 7:30-12:00, 12:30-4:00
11. Miscellaneous
- a. Any of the above schedules may be changed by the City provided the change is not a permanent schedule change and provided a five (5) working day notice is given. Any change made without a five (5) working day notice shall require the City to pay premium pay and designate such assignment as an emergency operation.
  - b. Whenever hours indicate an eight consecutive hour operation, including the position of Parking Specialist, the affected employees shall receive a paid twenty minute lunch period.

## **Article XXVII -- Working Conditions**

### Section 1.

Except upon emergency or when the change is temporary or insignificant, the City shall not change working conditions without prior notice to the Union.

### Section 2.

Employees engaged in the Mechanic classifications shall not be required to provide distinctive hand tools of an unusual design intended for application to mechanism peculiar to a single model or on a few models of one vehicular manufacturer. If such tools are deemed advantageous by the City, the City shall provide them to employees providing, however, that such special purpose tools provided by the City shall remain the City's property. This provision does not apply to those tools of common design, useful for a variety of purposes, in many situations and for many vehicles. The City shall also replace any tools owned by employees in the Mechanic classification which have been broken or worn out in normal use on City work upon display to the Equipment Supervisor of the broken or worn tools.

### Section 3. Clothing

- a. The meter Reader and Meter Service Persons shall receive a cash clothing allowance of \$100 per year for replacement of damaged or worn uniforms, boots,

and headgear. Said clothing allowance shall be paid in January of each calendar year.

b. Persons assigned as Water Maintenance Persons shall receive an initial issue of 2 sets of short sleeve coveralls and 3 sets of long sleeve coveralls. The City shall provide replacement coveralls as needed to full time Water Maintenance Persons.

c. The department shall select and furnish one pair of winter gloves or mittens annually to Meter Reader, Meter Service Person, Water Maintenance Person, Maintenance Person II, and all other unspecified persons on the current auxiliary water maintenance overtime roster.

d. Spare coveralls, if available, may be used by other unspecified persons assigned to water maintenance duties.

e. Parking Specialists shall receive uniforms on a replacement basis when such is ordered by the Chief or his or her designated representative.

f. The City shall provide all employees with foul weather gear which will include rain hat, rain jacket and rain pants and shall maintain same in a clean and water-proof condition. The City agrees to furnish work gloves where they are required to be worn by the City. The City, on a one year trial basis, may permit uniform shorts to be worn by appropriate employees.

g. Employees working at the refuse transfer station who are engaged in cleaning or maintenance shall be provided with coveralls for wear when performing such work. Such coverall service shall also be provided for garage attendants, sewer cleaning, sewer maintenance, sweeper operation, water main repair crews, and commercial refuse collectors.

h. Automotive Mechanics and garage attendants shall be provided with 5 pair of coveralls per week plus a reasonable supply of extra coveralls.

#### Section 4. Water Department

a. An on-call list for weekend coverage made up of the Control System Technician and the two Operator Technicians and up to two more qualified employees will be maintained.

b. An overtime roster for the Controls System Technician and the Operator Technicians shall be maintained, recognizing that alarms requiring immediate attention at any water facility are to be regarded as urgent needs.

c. The two qualified employees included on the weekend on-call list shall remain on other overtime rosters and shall be considered for overtime work from other rosters when not assigned to on-call work.

d. On-call pay of \$65.00 per day on the weekend shall be paid recognizing that holidays immediately preceding or following the weekend are to be covered through the on-call procedure and employees on-call are to receive \$90.00 for each additional day of the holiday weekend. The employee on call is to receive calls from a Control System Auto Dialer and from the Watchperson. The employee on call is to respond to the initial contact within ten minutes and to arrange for on site inspection when necessary within thirty minutes of the initial contact. The employee on call is to be provided with a cellular telephone and lap top computer to facilitate response time. On-call pay shall be paid for holidays which fall in the middle of the workweek as well as those holidays which precede or follow a weekend. The rate of on-call pay for holidays which fall in the middle of the workweek shall be \$90.00 per day. The holidays to be covered under Section 8 of the memo of agreement are those listed in Article XVII, Section 1, subsections a. through i. of the current collective bargaining agreement. For the purposes of on-call pay, the workweek shall begin on Wednesday at 7:00 AM and end at 7:00 AM the following Wednesday.

e. The on-call employee is to call the maintenance employee per the overtime roster to investigate water main breaks where necessary. The maintenance employee is to confer with management and to contact utilities and crew members when so directed. The maintenance employee is to receive 3 hours of premium pay at the hourly rate of operator technician when called out to investigate water main breaks on weekends.

f. The lead worker is to update the water main break overtime roster upon completion of the work. The Union is to hold City harmless on updating of the roster.

## Section 5. Route Assignments for Collection Workers

### a. Selection Procedure

1. Based on seniority within classification, employees desiring to change route assignments shall be given an opportunity to do so twice each year by filing a request on a form provided by the City with the Street Superintendent.
2. In instances where employees have identical classification seniority dates, seniority shall be determined by the date of employment with the City.

### b. Schedule

1. On or about August 15th and February 15th, the City shall post a notice of crew assignments including a list of current routes and permanent personnel so assigned.

2. Employees desiring reassignment shall file a request for route change by March 1st for work assignment change to be effective the first full workweek in April.
3. Employees desiring reassignment shall file a request for route change by September 1st for work assignment change to be effective the first full workweek in October.
4. Not later than 15 days following the filing deadline, the City shall begin to hold meetings with employees by classification beginning with the highest classification for the purpose of completing route assignments. Not later than five working days prior to the effective date of crew assignment changes, the City shall post a notice of said changes, if any, on the bulletin board outside the dispatch office at the City garage.

- c. Reassignment of personnel from routes at other times during the year may be made when:
  1. Such transfer is in the best interest of the employee.
  2. Such transfer is necessary to assure continued completion of the work. When such transfer is to be undertaken, the employee and the Union shall be advised of the reasons for the transfer.

Further, should the Union so request, a meeting to discuss the matter shall be held between appropriate Union and City representative.

- d. The two-person crew shall consist of a Route and Field Operator/Loader and Laborer at all times for the duration of the collective bargaining agreement.

#### Section 6. Street Light Electric Division(if operated by the city)

- a. An on-call list of electrical technicians will be maintained for weekend coverage.
- b. An overtime roster for the electrical technicians shall be maintained, recognizing that alarms requiring immediate attention at any electric facility are to be regarded as urgent needs.
- c. The four qualified employees included on the weekend on-call list shall remain on other overtime rosters and shall be considered for overtime work from other rosters when not assigned to on-call work.
- d. On-call pay of \$50.00 per day on the weekend shall be paid recognizing that holidays immediately preceding or following the weekend are to be covered through the on-call procedure and employees on-call are to receive \$75.00 for each additional day of the holiday weekend. The employee on call is to receive calls from a supervisor and from the Watchperson. The employee on call is to

respond to the initial contact within ten minutes and to arrange for on site inspection when necessary within thirty minutes of the initial contact. The employee on call is to be provided with a pager and cellular telephone to facilitate response time. On-call pay shall be paid for holidays which fall in the middle of the workweek as well as those holidays which precede or follow a weekend. The rate of on-call pay for holidays which fall in the middle of the workweek shall be \$75.00 per day. The holidays to be covered under Section 8 of the memo of agreement are those listed in Article XVII, Section 1, subsections a. through i. of the current collective bargaining agreement. For the purposes of on-call pay, the workweek shall begin on Thursday at 12 noon and end at 12 noon the following Thursday.

e. The on-call employee is to investigate the street light and/or traffic signal electrical problems and when necessary call another Electrical Technician to resolve the immediate emergency. The Electrical Technician overtime roster will be used. The Electrical Technician called in is to receive 3 hours of premium pay at the hourly rate.

f. The on call employee is to update the street light electrical overtime roster upon completion of the work. The Union is to hold City harmless on updating of the roster.

## **Article XXVIII -- Prohibition of Strikes and Lockouts**

### Section 1. No Strike

The Union shall neither cause nor counsel its members, or any of them to strike, nor shall it in any manner cause them to commit any concerted acts of work stoppage, slowdown, or refusal to perform any customarily assigned duties for the City; participation by employees in a strike, slowdown, work stoppage or other concerted activities including refusal to work emergency overtime intended to interfere with the operation of a function of the City shall be the basis for discipline and/or discharge by the City.

Upon notification confirmed in writing by the City to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately in writing order such members to return to work immediately, provide the City with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike by the City shall not establish the nature of the strike. Such notification by the Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is solely on strike on the representation of the City. In the event that a wildcat strike occurs, the Union agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue such orders and/or take such action shall be considered in determining whether or not the Union caused or authorized, directly or indirectly, the strike.

### Section 2. No Lockout

The City will not lock out employees. However, if any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, or slowdown by any other employees, such inability to work shall not be deemed a lockout under the provisions of this section.

### Section 3. Resolution of Dispute

In the event a dispute arises between the parties hereto with respect to whether or not the Union, employees, or the City have caused or authorized a strike, acts of work stoppage, slowdown, refusal to perform any customarily assigned duties, or in the event of a dispute arising as to whether or not the City has locked out employees, such disputes shall be determined in final and binding arbitration as set forth in this Agreement.

## **Article XXIX -- Seniority**

### Section 1. Definition

Except for an employee covered by Section 2, City seniority for benefits such as length of vacation time and similar benefits, shall date from the initial continuous employment date of an employee with the City. Seniority shall include time with the Town of Wauwatosa and the Wauwatosa School System.

Section 2. Effective November 28, 2000, when a seasonal employee is hired into a full time position, the following governs his/her placement on the seniority list and the calculation of his/her vacation allotment.

1. The employee shall be placed on the seniority list according to the date of hire into his or her full time position.
2. The employee's vacation accrual shall be based on an interpolated date that takes into account hours worked as a seasonal employee. The interpolation will calculate total hours worked and add those as consecutive hours worked prior to the employee's date of hire as a full time employee. For example, an employee has 160 hours worked as a seasonal employee. The City hires him/her as a full time employee on November 3, 2003. The employee's seniority date is November 3, 2003. The date the City would use to calculate his or her vacation accrual is October 6, 2003.
3. One calendar year without any hours worked shall constitute a break in service for the purpose of determining the vacation accrual. For example, a seasonal worked for the City several consecutive years, did not have any worked time in one full calendar year then worked in a few more consecutive calendar years before being hired full time. The employee's hours accrued for vacation credit would begin when he or she worked in consecutive calendar years immediately prior to being hired full time.

### Section 3.

A full-time or part-time employee shall lose his/her City Seniority in the event he or she is laid off for two (2) years or more, discharged for just cause, or voluntarily resigns.

#### Section 4.

##### a. Layoff

1. When a reduction in the work force represented in this Agreement is necessary, the employer shall lay off temporary, provisional and initial probationary employees first, in that order.
2. When the work force is reduced in a classification, such reduction shall be by classification seniority. Employees affected by the reduction shall be allowed to exercise their classification seniority to replace a junior employee within the department for which they are qualified.
3. Employees unable to exercise classification seniority shall be allowed to exercise department seniority to replace a junior employee within their department in a position for which they are qualified.
4. Employees unable to exercise department seniority within their regular department shall be allowed to exercise classification seniority to replace a junior employee in a previously held job classification in other departments throughout the City. An employee may utilize Step 5 if this places him/her in a higher pay range classification than he/she would attain under this step.
5. Employees unable to exercise seniority in a previously held job classification shall be allowed to exercise City seniority to replace a junior employee in other departments throughout the City on a job for which he/she may qualify.
6. Employees unable to exercise seniority in any of the above steps will be laid off.
7. Employees refusing to accept such assignments or to exercise seniority to available openings shall be laid off.
8. The affected employees and the Union shall be notified in writing of any layoff at least five (5) work days before the end of the affected employee's last work shift.

##### b. Recall

1. Senior employees of the City represented under this Agreement who were transferred from their classification or laid off shall have the first opportunity to fill the opening from which they were transferred or laid off or any other opening that might occur within those classifications represented by the bargaining unit for which the employee may qualify on

the basis of their respective seniority in reverse order of layoff or shall relinquish rights to that position.

2. If the classification is not filled as a result of the application above, the job will be filled in accordance with the regular hiring procedures of the City.

3. Employees on layoff must return to any classification, except that employees on layoff may refuse recall without forfeiting seniority if they are informed that the opening to which they are recalled is of a temporary nature unless they are drawing unemployment compensation are advised at the time of recall that the temporary opening will be for at least five (5) consecutive work days. In the event it is later determined that the job is no longer of a temporary nature, the employee on layoff shall be so informed and recalled to the classification and the employees who accepted such temporary assignment shall be laid off in accordance with their seniority.

For purpose of this Article, the departments shall be Police, Water, Parks, Forestry, Fleet, Electrical and Traffic Maintenance, Engineering, Health, City Clerk, Fire, and Operations (includes collections, street maintenance and repair, sewer maintenance and repair, waste disposal, parking lots and other minor functional operations).

#### Section 5. Vacation Selection

The number of employees to take vacation at any one time shall be determined by the City and the preference of such vacation shall be determined by City seniority.

#### Section 6. Shift Selection

When an opening exists within a position classification, the senior employee using classification seniority, who requests the change, will be assigned the open shift.

#### Section 7. Transfer

When an employee transfers from one classification to another, or from one department to another, his/her seniority in that classification or department starts anew.

#### Section 8. Functional Assignments

Employees with seniority within classification will be given preference on functional, not crew, assignments except in unusual circumstances.

### **Article XXX -- Safety**

#### Section 1.

- a. The City shall at all times be subject to Federal and State rules and regulations in regard to safety.

b. The employees shall be subject at all times to the City-wide Safety Rules that were issued on February 22, 2005 as necessary to conform with Federal and State safety rules, regulations or orders of regulatory agencies.

c. Failure of employees to abide by such rules and regulations shall make the employee subject to discipline in accordance with Article IX of this Agreement.

#### Section 2. Joint Operational Safety Committees

a. The City and the Union agree to establish safety committees consisting of the appropriate department or division management representative, a designated Union representative and the Employee Relations Manager.

b. Such Committees shall meet periodically for the purpose of review and discussion of safety conditions, procedures and regulations.

#### Section 3.

An employee shall be provided with fitted safety glasses in those cases where:

a. The employee customarily wears prescription glasses to correct a visual defect.

b. The City requires the employee to wear safety glasses at work because of the nature of the work of the employee and the hazards involved.

c. The employee provides a prescription for the grinding of the safety lens.

#### Section 4. Tetanus Inoculations

An employee who needs a tetanus inoculation may elect to receive the inoculation from the City of Wauwatosa's health department as the serum is available at no cost to the employee.

#### Section 5. Safety Shoes

Effective July 1, 2002 employees, except clerical employees, shall wear safety shoes because of the nature of the work and the hazards involved.. Effective January 1, 2008 and thereafter, the city shall reimburse full time employees up to \$80 annually for steel-toed safety shoes.

### **Article XXXI -- Seasonal Employees**

#### Section 1.

Effective January 1, 2004, seasonal employees in the Public Works Operations unit and in the Parks unit shall work a maximum of 180 consecutive calendar days per year.

Seasonal employees, except for students on winter or spring break, shall work between March 1 and November 30 annually. Seasonal employees shall be considered probationary for the initial 500 hours of employment. No claim or grievance shall be made by the Union or the employee during such probationary period.

#### Section 2.



Section 6.

Seasonal employees shall have the following Articles of the Agreement applied to them: I, II, III, IV, V, VI, VIII - Section 3a and 4, IX, XI, XVI, XXVIII, XXX, XXXIII.

Section 7.

Seasonal employees may at their own cost participate in the health insurance program available to full-time employees covered under this Agreement.

Section 8.

The City will provide the Union with hours of all seasonal employees on a quarterly basis through December of 2001.

## **Article XXXII -- Bulletin Boards**

Section 1.

The City shall make available bulletin board space in each operating division for the following purposes:

- a. Notices of Union recreational and social events.
- b. Notices of Union elections and results.
- c. Notices of Union meetings.
- d. Rulings or policies of the Union.
- e. Reports of Union committees.
- f. Notices of personal items such as items for sale shall be confined to a board located in the assembly (lunch) room of the municipal garage.

Notices and announcements shall not contain any material detrimental to the Labor-Management relationship. Upon notification from the City, the Union shall promptly remove from such bulletin boards any material which is libelous and scurrilous.

## **Article XXXIII -- Light Duty Assignment**

The City may assign to light duty in any City department (a) any employee who is on Duty Incurred Disability status provided that the employee is released for light duty by a physician, the department has a light duty assignment and the prognosis is the employee will be able to return to full duty within a reasonable time period or (b) any employee who is on sick leave and consents to such assignment. An employee on Duty Incurred Disability shall be required to provide his/her supervisor with a copy of the City of Wauwatosa's "Medical Status Report" completed by his/her physician.

Whether the employee is on Duty Incurred Disability status or on sick leave, the assignment shall be subject to the following conditions:

- a. The work must be for at least four (4) hours.
- b. The employee must be capable of performing the work.
- c. No hour's work shall be subtracted from the employee's one year's allowance for Duty Incurred Disability Pay.

## **Article XXXV -- Amendments and Severability**

### Section 1.

This Agreement may be amended in writing by mutual consent.

### Section 2.

If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addendum shall not be affected thereby; and the parties shall enter into collective bargaining negotiations at a reasonable time for the purpose of arriving at a mutual satisfactory amended substitution for such Article or Section.

### Section 3.

The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2008 at Wauwatosa, Wisconsin.

In the Presence of:

CITY OF WAUWATOSA

\_\_\_\_\_

\_\_\_\_\_  
Jill Didier, Mayor

\_\_\_\_\_

\_\_\_\_\_  
Carla Ledesma, City Clerk

In the Presence of: LOCAL NO. 305, Chartered by the American Federation of State, County and Municipal Employees, AFL-CIO, and affiliated with Milwaukee District Council 48

\_\_\_\_\_

\_\_\_\_\_  
Local 305

\_\_\_\_\_

\_\_\_\_\_  
Local 305

\_\_\_\_\_  
Local 305

\_\_\_\_\_  
Local 305

Final Contract Language AFSCME, Local 305 and City of Wauwatosa  
May 19, 2008

<b>Appendix A</b>	<b>2008</b>	<b>3.25%</b>							
Effective 1/1/2008									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Master Mechanic	\$30.0197	\$30.7033	\$31.4566	\$32.1540					
Electrical Technician	\$27.2159	\$27.3833	\$28.1086						
Engineering Tech IV (Field)	\$26.3371	\$27.2438	\$28.1646	\$29.1270	\$30.2289				
Controls System Technician	\$25.5698	\$25.7653	\$26.0442						
Fire Equipment Mechanic	\$25.1097	\$25.3048	\$25.4723						
Mechanic (2)	\$24.6352	\$24.8306	\$25.1097	\$25.3048	\$25.4723	\$25.6688			
Stock Clerk/ Lead Mechanic									
R. & F. Operator/Loader	\$24.6352	\$24.9003	\$25.0538						
Elect. & Traffic Main. Aide	\$24.5654	\$24.7468	\$24.9560						
Electrical Aide									
Sign Technician	\$24.3563	\$24.5236	\$24.7748						
Equipment Operator II	\$24.2446	\$24.3841	\$24.6352						
Stationary Chipper Operator									
Operator Technician	\$24.2306	\$24.4260	\$24.6213						
Meter Repair Person II	\$23.9657	\$24.1750	\$24.3700						

Final Contract Language AFSCME, Local 305 and City of Wauwatosa  
May 19, 2008

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Arborist II	\$23.5611	\$23.7842	\$23.9098						
Maintenance Mechanic (Parks)									
Maintenance Person II									
Eng. Tech. III – Inspector	\$23.4635	\$23.9518	\$24.5654	\$25.1932	\$25.8488	\$26.4766			
Meter Repair Person I	\$23.2543	\$23.4775	\$23.7147						
Meter Service Person I									
Engineering Technician III	\$23.2121	\$23.7425	\$24.1750	\$24.7468	\$25.3745	\$26.0442			
Utility Repairperson - Lead	\$22.9846	\$23.1593	\$23.3343						
Water Maintenance Person	\$22.8497	\$23.0872	\$23.2820						
Arborist I	\$22.8216	\$23.0588	\$23.2543						
Dispatcher Clerk									
Route & Field Operator Equipment Operator I	\$22.1663	\$22.3614	\$22.5010						
Park Maintenance Person Stock Clerk									
Custodial Worker III	\$21.9431	\$22.3337	\$22.6961						
Meter Reader Utility Repairperson	\$21.8453	\$22.0543	\$22.3197						
Arborist Aide Field Laborer II	\$21.4687	\$21.5942	\$21.9009						
Garage Attendant									

Final Contract Language AFSCME, Local 305 and City of Wauwatosa  
May 19, 2008

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Laborer									
Laborer – Custodian									
Watch Person									
Engineering Technician II	\$20.4364	\$21.7058	\$22.1382	\$22.5846	\$23.0869	\$23.5752			
Custodial Worker II	\$20.3664	\$20.7433	\$21.1337						
Public Works Inspector 2 - Extra	\$20.2271	\$21.4825	\$22.5983						
Custodial Worker I	\$18.9717	\$19.3065	\$19.6414	\$19.9900					
Collector Aide	\$18.7484								
Water Operations Clerk	\$18.2881	\$18.9717	\$19.6134	\$20.3664	\$21.1478				
Clerk III	\$16.1154	\$16.7991	\$17.4831	\$18.2217	\$18.8516	\$19.4999	\$20.1480	\$20.7968	\$21.4447
Clerk II	\$14.8725	\$15.6469	\$16.4751	\$17.3394	\$17.9517	\$18.5637	\$19.1760	\$19.7879	\$20.4000
Clerk I	\$13.7202	\$14.5846	\$15.5207	\$16.5112	\$17.0876	\$17.6816	\$18.2760	\$18.8516	\$19.4282
Clerk I – Extra	\$16.1398	\$17.2558							
Parking Specialist Drop Off Attendant	\$16.0560	\$16.7539	\$17.4373	\$18.0929					
Engineering Technician II – Extra	\$15.7644								
Arborist Assistant	\$15.0101	\$15.9865	\$16.8094						
Laborer – Extra/Seasonal (1)	\$15.2940	\$10.8947	\$11.6062	\$11.9828					

(1) Placement in Step 2 shall be made only for personnel who have completed the requirement of Article XXXI, Section 1, and placement in Step 3 shall be for personnel beginning the third consecutive year of service.

Final Contract Language AFSCME, Local 305 and City of Wauwatosa  
May 19, 2008

(2) Mechanic employees, as of 1/1/2000, will be required to achieve ASE Certification within 5 years, unless work experience beyond those years is required for certification. Mechanic II's, as of 1/1/2000, shall advance to Step 6 in wage schedule upon completion of certification. Mechanic I's, as of 1/1/2000, shall advance to Step 4, followed by annual increments up to step 6, in wage schedule upon completion of certification. Mechanics that do not attain ASE certification or do not maintain ASE certification shall be paid at step 5 in the pay plan.

(3) Job Title will cease when the individual separates service from city service.

Final Contract Language AFSCME, Local 305 and City of Wauwatosa  
May 19, 2008

<b>Appendix B</b>	<b>2009</b>	<b>2.75%</b>							
Effective 1/1/2009	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Master Mechanic	\$30.9253	\$31.6277	\$32.4016	\$33.1182					
Electrical Technician	\$28.0443	\$28.2164	\$28.9616						
Engineering Tech IV (Field)	\$27.1414	\$28.0730	\$29.0192	\$30.0080	\$31.1402				
Controls System Technician	\$26.3529	\$26.5539	\$26.8404						
Fire Equipment Mechanic	\$25.8802	\$26.0807	\$26.2528						
Mechanic (2)	\$25.3927	\$25.5934	\$25.8802	\$26.0807	\$26.2528	\$26.4547			
Stock Clerk/ Lead Mechanic									
R. & F. Operator/Loader	\$25.3927	\$25.6650	\$25.8228						
Elect. & Traffic Main. Aide Electrical Aide	\$25.3210	\$25.5073	\$25.7223						
Sign Technician	\$25.1061	\$25.2780	\$25.5361						
Equipment Operator II	\$24.9914	\$25.1347	\$25.3927						
Stationary Chipper Operator									
Operator Technician	\$24.9769	\$25.1777	\$25.3784						
Meter Repair Person II	\$24.7047	\$24.9198	\$25.1202						
Arborist II	\$24.2891	\$24.5182	\$24.6473						

Final Contract Language AFSCME, Local 305 and City of Wauwatosa  
May 19, 2008

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Maintenance Mechanic (Parks)									
Maintenance Person II									
Eng. Tech. III – Inspector	\$24.1887	\$24.6905	\$25.3210	\$25.9660	\$26.6397	\$27.2847			
Meter Repair Person I	\$23.9738	\$24.2031	\$24.4468						
Meter Service Person I									
Engineering Technician III	\$23.9305	\$24.4755	\$24.9198	\$25.5073	\$26.1523	\$26.8404			
Utility Repairperson - Lead	\$23.6967	\$23.8762	\$24.0560						
Water Maintenance Person	\$23.5581	\$23.8021	\$24.0023						
Arborist I	\$23.5291	\$23.7729	\$23.9738						
Dispatcher Clerk									
Route & Field Operator									
Equipment Operator I	\$22.8559	\$23.0563	\$23.1997						
Park Maintenance Person									
Stock Clerk									
Custodial Worker III	\$22.6265	\$23.0279	\$23.4002						
Meter Reader	\$22.5261	\$22.7408	\$23.0134						
Utility Repairperson									
Arborist Aide	\$22.1391	\$22.2681	\$22.5831						
Field Laborer II									
Garage Attendant Laborer									

Final Contract Language AFSCME, Local 305 and City of Wauwatosa  
May 19, 2008

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Laborer – Custodian Watch Person									
Engineering Technician II	\$21.0784	\$22.3827	\$22.8270	\$23.2857	\$23.8018	\$24.3035			
Custodial Worker II	\$21.0064	\$21.3938	\$21.7949						
Public Works Inspector 2 - Extra	\$20.8633	\$22.1533	\$23.2998						
Custodial Worker I Collector Aide	\$19.5734 \$19.3440	\$19.9174	\$20.2615	\$20.6198					
Water Operations Clerk	\$18.8710	\$19.5734	\$20.2327	\$21.0064	\$21.8093				
Clerk III	\$16.6385	\$17.3411	\$18.0439	\$18.8028	\$19.4500	\$20.1161	\$20.7821	\$21.4487	\$22.1144
Clerk II	\$15.3615	\$16.1572	\$17.0082	\$17.8962	\$18.5253	\$19.1542	\$19.7833	\$20.4120	\$21.0410
Clerk I	\$14.1775	\$15.0657	\$16.0276	\$17.0453	\$17.6375	\$18.2478	\$18.8586	\$19.4500	\$20.0425
Clerk I – Extra	\$16.6637	\$17.8103							
Parking Specialist	\$16.5775	\$17.2946	\$17.9968	\$18.6705					
Drop Off Attendant	\$16.2779								
Engineering Technician II – Extra	\$15.5028	\$16.5061	\$17.3517						
Arborist Assistant	\$15.7946								
Laborer – Extra/Seasonal (1)	\$11.2743	\$12.0054	\$12.3923						

(1) Placement in Step 2 shall be made only for personnel who have completed the requirement of Article XXXI, Section 1, and placement in Step 3 shall be for personnel beginning the third consecutive year of service.

(2) Mechanic employees, as of 1/1/2000, will be required to achieve ASE Certification within 5 years, unless work experience beyond those years is required for certification. Mechanic II's, as of 1/1/2000, shall advance to Step 6 in wage schedule upon completion of certification. Mechanic I's, as of 1/1/2000, shall advance to Step 4, followed by annual increments up to step 6, in wage schedule upon

completion of certification. Mechanics that do not attain ASE certification or do not maintain ASE certification shall be paid at step 5 in the pay plan.

(3) Job Title will cease when the individual separates service from city service.

(4) On January 1, 2009 the Union received a flat \$.08 increase to base wages as a result of bargaining to eliminate the task rates for the following positions/activities: Salting I, Plowing I, Caterpillar Truck, Auger Truck, Stump Cutter, Mechanic Welding, Body Repair, Stock Clerk/Purchase Stores, and all employees performing work above ground that cannot be performed from a bucket on water towers, Hart Park and County Park Field lights.

Final Contract Language AFSCME, Local 305 and City of Wauwatosa  
May 19, 2008

<b>Appendix C</b>									
Effective 1/1/2010	<b>2010</b>	<b>2.75%</b>							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Master Mechanic	\$31.7757	\$32.4975	\$33.2927	\$34.0290					
Electrical Technician	\$28.8155	\$28.9923	\$29.7580						
Engineering Tech IV (Field)	\$27.8878	\$28.8450	\$29.8172	\$30.8332	\$31.9966				
Controls System Technician	\$27.0776	\$27.2841	\$27.5785						
Fire Equipment Mechanic	\$26.5919	\$26.7979	\$26.9747						
Mechanic (2)	\$26.0910	\$26.2973	\$26.5919	\$26.7979	\$26.9747	\$27.1822			
Stock Clerk/ Lead Mechanic									
R. & F. Operator/Loader	\$26.0910	\$26.3708	\$26.5329						
Elect. & Traffic Main. Aide	\$26.0173	\$26.2087	\$26.4297						
Electrical Aide									
Sign Technician	\$25.7965	\$25.9732	\$26.2384						
Equipment Operator II	\$25.6786	\$25.8259	\$26.0910						
Stationary Chipper Operator									
Operator Technician	\$25.6638	\$25.8701	\$26.0763						
Meter Repair Person II	\$25.3841	\$25.6051	\$25.8110						
Arborist II	\$24.9570	\$25.1925	\$25.3251						

Final Contract Language AFSCME, Local 305 and City of Wauwatosa  
May 19, 2008

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Maintenance Mechanic (Parks)									
Maintenance Person II									
Eng. Tech. III – Inspector	\$24.8539	\$25.3695	\$26.0173	\$26.6801	\$27.3723	\$28.0350			
Meter Repair Person I	\$24.6330	\$24.8687	\$25.1191						
Meter Service Person I									
Engineering Technician III	\$24.5886	\$25.1485	\$25.6051	\$26.2087	\$26.8715	\$27.5785			
Utility Repairperson - Lead	\$24.3483	\$24.5328	\$24.7175						
Water Maintenance Person	\$24.2060	\$24.4567	\$24.6624						
Arborist I	\$24.1762	\$24.4267	\$24.6330						
Dispatcher Clerk									
Route & Field Operator									
Equipment Operator I	\$23.4844	\$23.6904	\$23.8377						
Park Maintenance Person									
Stock Clerk									
Custodial Worker III	\$23.2488	\$23.6611	\$24.0438						
Meter Reader	\$23.1455	\$23.3662	\$23.6463						
Utility Repairperson									
Arborist Aide	\$22.7479	\$22.8804	\$23.2042						
Field Laborer II									
Garage Attendant									

Final Contract Language AFSCME, Local 305 and City of Wauwatosa  
May 19, 2008

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Laborer									
Laborer – Custodian									
Watch Person									
Engineering Technician II	\$21.6580	\$22.9983	\$23.4548	\$23.9260	\$24.4563	\$24.9718			
Custodial Worker II	\$21.5841	\$21.9821	\$22.3943						
Public Works Inspector 2 - Extra	\$21.4371	\$22.7625	\$23.9405						
Custodial Worker I Collector Aide	\$20.1117 \$19.8760	\$20.4652	\$20.8187	\$21.1868					
Water Operations Clerk	\$19.3899	\$20.1117	\$20.7891	\$21.5841	\$22.4091				
Clerk III	\$17.0961	\$17.8179	\$18.5401	\$19.3198	\$19.9849	\$20.6693	\$21.3536	\$22.0386	\$22.7226
Clerk II	\$15.7840	\$16.6015	\$17.4759	\$18.3884	\$19.0348	\$19.6810	\$20.3274	\$20.9734	\$21.6197
Clerk I	\$14.5674	\$15.4800	\$16.4683	\$17.5140	\$18.1225	\$18.7496	\$19.3772	\$19.9849	\$20.5937
Clerk I – Extra	\$17.1219	\$18.3001							
Parking Specialist	\$17.0334	\$17.7702	\$18.4917	\$19.1839					
Drop Off Attendant	\$16.7256								
Engineering Technician II – Extra	\$15.9292	\$16.9601	\$17.8288						
Arborist Assistant	\$16.2289								
Laborer – Extra/Seasonal (1)	\$11.5844	\$12.3355	\$12.7331						

(1) Placement in Step 2 shall be made only for personnel who have completed the requirement of Article XXXI, Section 1, and placement in Step 3 shall be for personnel beginning the third consecutive year of service.

(2) Mechanic employees, as of 1/1/2000, will be required to achieve ASE Certification within 5 years, unless work experience beyond those years is required for certification. Mechanic II's, as of 1/1/2000, shall advance to Step 6 in wage schedule upon completion of certification. Mechanic I's, as of 1/1/2000, shall advance to Step 4, followed by annual increments up to step 6, in wage schedule upon

Final Contract Language AFSCME, Local 305 and City of Wauwatosa  
May 19, 2008

completion of certification. Mechanics that do not attain ASE certification or do not maintain ASE certification shall be paid at step 5 in the pay plan.

## **Work Rules and Regulations**

The rules and regulations set forth herein are established for employees of the Department of Public Works, including the following divisions: Electrical Maintenance, Mechanical Maintenance, Streets, Water and employees of the Parks and Forestry Departments.

The following rules and regulations are established by the City to provide employees with standards for conduct; inform employees of some of the requirements of their employment; promote safety for employees and the public; to improve the public service generally and to present such to the employees uniformly.

Violations of the rules and regulations shall be deemed grounds for disciplinary action consistent with the terms of the labor agreement. This may include suspension, demotion, or discharge of any employee of the City of Wauwatosa.

### **Section A.**

1. All employees shall follow the reasonable and necessary instructions, written or oral, of their supervisor and shall cooperate with each other to provide a maximum amount of service and a high quality of service to the public.
2. Employees shall always conduct themselves in a careful and safe manner and obey all safety rules as agreed upon for the respective divisions.
3. Employees shall diligently apply themselves to their work throughout the workday.
4. Each employee shall wear safe and suitable clothing for the work they are performing. Employees shall wear field shoes or equivalent with firm soles.
5. Employees shall be personally responsible for all clothing, tools and equipment that are assigned to them. Any damage to clothing, tools or equipment shall be reported to the office as early as practicable.
6. If an employee is going to be absent from work due to illness or injury (work connected or not) or other authorized leave other than vacation or holiday, they shall notify their supervisor or the supervisor's designated representative thirty minutes prior to the start of the employee's next scheduled shift and state the reason for the absence. Employees who are hospitalized or physically incapacitated shall provide their supervisors periodic reports as to recovery and prospects for return to work.

The following notice to be reposted and enforced:

NOTICE TO ALL EMPLOYEES

\*\*\*\*\*

**IN ACCORDANCE WITH THE WORK RULES EFFECTIVE  
1/1/79 -- WORK RULE A-6 --  
"NOTIFICATION OF ILLNESS TO SUPERVISOR."**

ALL EMPLOYEES, EXCEPT PARKING SPECIALISTS, ARE HEREBY NOTIFIED THAT EFFECTIVE IMMEDIATELY, INDIVIDUAL EMPLOYEES **MUST PERSONALLY CALL IN FOR SICK LEAVE BETWEEN 6:30 A.M. AND 6:45 A.M. ON THE DAY SICK LEAVE IS TO BE USED. SUCH REQUESTS WILL ONLY BE ACCEPTED BY AN AUTHORIZED SUPERVISOR** SICK LEAVE REQUESTS WILL NOT BE GRANTED UNLESS THE PROPER CALL-IN NUMBER RECEIVED FROM THE SUPERVISOR IS PRESENTED BY THE EMPLOYEE UPON HIS RETURN TO WORK AND ENTERED BY THE EMPLOYEE ON THE TIME CARD.

THIS IS THE ONLY METHOD IN WHICH SICK LEAVE AND SICK LEAVE PAY WILL BE APPROVED.

7. All employees shall report to their headquarters office upon returning to work after any absence other than holidays or vacations.
8. All employees who are in the City Yard at any time during their noon lunch break, shall either have their lunch in the assembly room or report there before leaving for their afternoon work.
9. City vehicles and equipment shall not be used for transportation to coffee or lunch breaks outside of work assignment areas except when authorized for lunch at the Public Works Building. Except for emergencies, such breaks other than noon lunch breaks are limited to one daily for fifteen minutes, including travel time, as set forth in the Working Conditions Agreement between the Union and the City at the time assigned. All coffee breaks are to be taken no sooner than 1 and 1/2 hours after starting time.
10. All employees driving any city vehicle shall possess and carry a proper and valid driver's license.
11. Employees driving city vehicles and equipment shall not violate any traffic laws or regulations.

12. Smoking, where particularly dangerous such as at or near gasoline pumps, is strictly prohibited.
13. Employees, when driving or riding in city vehicles equipped with seat belts, shoulder harnesses or other safety equipment, shall use said equipment.
14. Hedge hopping and fence jumping are prohibited.
15. All injuries and accidents involving city employees or equipment should be reported to the headquarters office as early as practicable but no later than the end of the work shift during which said injury or accident occurred.
16. No one shall be on tailgates sideboards, roofs or fenders of city vehicles or equipment while in motion. Employees shall ride only in the cabs of refuse collection trucks and in the cabs and rear body area of other trucks. Steps provided on refuse collection trucks may be used to ride between pickups on routes.
17. Employees shall conduct themselves in a safe and courteous manner. Rowdyism or horseplay is not allowed.
18. All requests of citizens relating to work shall be referred to the crew leader or supervisor.
19. Time cards, work sheets, equipment cards and all other reports shall be turned in to the office daily.
20. Employees shall exercise proper care in removing rubbish from premises, and shall remove only items clearly intended for removal, unless specifically authorized by the resident or supervisor.
21. Salvaging of refuse items by employees for personal use or gain is prohibited.
22. Private vehicles shall not be used during working hours, unless authorized by the supervisor except for lunch times.

**Section B.**

The following acts or failure to act are declared to also be cause for discipline consistent with the terms of the labor agreement. Charges may be based upon causes and complaints other than those here enumerated, namely:

1. Theft of private or City property during working hours.
2. Distribution or posting handbills, pamphlets or other written or printed material in any work area without authorization except for legitimate Union business.
3. Posting, removing or tampering with City bulletin board material without authorization.

4. Littering or creating to unsanitary or unsafe conditions on City premises.
5. Use of City clothing, tools or equipment for private use or gain.
6. Use of a City vehicle for anything but City work and then only as when authorized by supervisor.
7. Threatening, intimidating, coercing or harassing employees or supervision at any time.
8. Making false or malicious statements concerning any employee, the City or its policies during working hours.
9. Leaving early and/or failure to be at assigned work area at the start or end of shifts, breaks and/or meal periods. This shall include unexcused absence and unexcused tardiness.
10. Leaving place of work during working hours without authorization, wasting time or loitering.
11. Failure or inability to perform the duties of assigned position.
12. Substandard or careless job performance.
13. Restricting output or engaging in any intentional slowdown or work stoppage.
14. Engaging in any unauthorized activity except legitimate union business which distracts or disrupts employees in the performance of their duties.
15. Knowingly marking another employee's time card or inaccurately recording time worked.
16. Conviction of a violation of Wisconsin Criminal Statute or of an ordinance adopting such statute by reference.
17. Reporting to work or working while under the influence of intoxicating beverages and/or narcotics or having unauthorized possession of same, or consuming same during working hours.
18. Offensive conduct or language toward the public, City officers or employees.
19. Sleeping during working hours.
20. Possession of unauthorized weapons on City premises during working hours.
21. Provoking or instigating a fight or fighting during working hours or on City premises.

22. Engaging in personal activities during working hours without authorization by supervision.
23. Vending, soliciting or collecting contributions for any purpose without authorization on City premises.
24. Inducing or attempting to induce any City officer or employee to commit an illegal act or to act in violation of any departmental or official regulation or order when such orders or rules are just.
25. Soliciting or receiving from any person or participating in any fee, gift or other thing of value in the course of one's work when such fee, gift or other thing of value is given in the hope or expectation of receiving a favor or better treatment that accorded other persons.

When used herein, these words or terms shall have the following meaning.

**Property:** Anything of value

**City Property:** Any property owned or leased by or in the custody or control of the City.

**City Premises:** Any building or structure or part thereof or any lands owned, leased or in the custody or control of the City or devoted to use by the City.

**City:** City of Wauwatosa, a municipal body corporate and all of its Agencies, Boards, Commissions, Departments and Divisions.

A copy of these rules and regulations with any amendments thereto, shall be furnished each employee and shall be submitted to the head of every department to be posted by him in such a manner as to bring it to the attention of all employees of such department.

Final Contract Language AFSCME, Local 305 and City of Wauwatosa  
May 19, 2008

Additional Task Rates, 10	Public Works Allotment, 17
Appendix A, 49	Pumping Operaton, 32
Appendix B, 52	Recall, 42
Clerk Dispatcher, Emergency Operations, 32	Refuse Cart Repair, 11
Dental Insurance, 25	Required Overtime, Plowing and Salting, 7
Duties of Equipment Operator II, 9	Resignation, 27
Duties of Maintenance Person II, 9	<b>Safety and Health, 60</b>
Eligibility for Holiday Pay, 14	Safety Glasses, 43
Floating Holiday Procedure, 22	<b>Safety, electrical equipment, 55</b>
Forestry Crew, 17	<b>Safety, forestry, 57</b>
<b>General safety, 54</b>	<b>Safety, hand tools, 55</b>
Green Time, 30	<b>Safety, head protection, 56</b>
Health Insurance, Retirees, 24	<b>Safety, lawn mower, 58</b>
Joint Operational Safety Committees, 43	<b>Safety, motor vehicles, 58</b>
Lack of Work or Inclement Weather, 29	<b>Safety, office, 55</b>
Lateral Transfer, 11	<b>Safety, refuse collection, 58</b>
Layoff, 41	Salting Operation, 31
Lunch Period, Collections, 35	Schedule Change, 36
Medical Exemption for Plowing, 32	Seasonal Employee Preference, 43
Medical Status Report, Light Duty, 45	Seniority after Transfer, 42
Military Funeral, 30	Seniority for Work Assignments, 43
New Equipment or Operations, 8	Shift Differential, 27
Overtime Roster, Urgent Need, 33	Shift Selection, 42
Overtime Rosters, 30	Sick leave request, 62
Overtime, Collections, 33	Snow Plowing and Salting, 30
Plowing Operation, 31	Stump Removal Operation, 17
Portable Chipper, 9	Subcontracting, 8
Promotion, 11	Task Rates, Seasonal Employees, 44
Promotion Trial Period, 14	Temporary Assignment, 8
<b>Protective clothing and equipment, 54</b>	Temporary Supervisor Assignments, 9
	Temporary Transfer, 8
	Tetanus Inoculation, 43
	Transfer to Lower Classification, 9
	Vacation Selection, 41
	Vacation, Extra Help, 19
	Vacation, Initial Computation, 18
	Vacation, Voluntary Retirement, 18
	Work Rules, 61