

**AGREEMENT
BETWEEN
THE CITY OF WAUWATOSA
AND
LOCAL 35, OPEIU
AFL-CIO-CLC**

2008 - 2010

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Preamble

This Agreement shall be effective January 1, 2008, by and between the City of Wauwatosa through its Common Council, hereinafter referred to as the "City" and Local 35, Office and Professional Employees International Union through its duly authorized officers hereinafter referred to as the "Union".

It is mutually agreed as follows: Both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer - employee relationship which exists between them and to enter into a complete agreement covering rates of pay, hours of work and conditions of employment. It is further agreed the purpose of the Agreement is to assure efficient and economical operations of the City; to secure and sustain maximum productivity of each employee; and to facilitate a peaceful adjustment of all grievances and disputes which may arise between the City, employees and the Union.

Article 1 -- Recognition

Section 1.

The City hereby recognizes the Union as the exclusive bargaining agent for the unit of representation certified by the Wisconsin Employment Relations Commission "Certification of Representatives No. 27220-A," dated May 13, 1992, for all regular full-time and regular part-time office, clerical and administrative employees (white collar) of the City of Wauwatosa, excluding supervisory, confidential, managerial, executive, professional and craft employees and employees included in existing collective bargaining units.

Section 2.

The City and the Union agree that their respective policies will not violate the rights or discriminate against any employee covered by this Agreement because of age, race, handicap, color, religion, national origin, sexual preference, marital status in the application or interpretation of this Agreement.

Section 3.

The City and the Union further agree that charges of violations of the provisions of Section 2, above, shall be processed under appropriate state and federal laws and regulations, and are specifically precluded from processing under the Arbitration provision of the labor agreement between the City and the Union.

Section 4.

The Union and the City further agree not to discriminate against individuals for exercising rights granted under Wisconsin Statute 111.70.

Article 2 -- Union Activity

Section 1.

The Union shall notify the City in writing within thirty (30) days of the signing of this Agreement of the names of its stewards and officers. The Union shall also notify the City of any changes of stewards and officers during the term of this Agreement within thirty (30) days.

Section 2.

Authorized Union representatives who are not employees shall be permitted reasonable access to City work areas in order to conduct legitimate business. The Union representative must secure

permission from the department head or his/her designee in order to meet with the employee during working hours.

Section 3.

In the event negotiations are conducted during regular working hours, the City shall pay the base salary of up to three (3) members of the Union bargaining committee for attendance at the negotiation sessions, provided that if one of the members of the Union bargaining committee works a 4-2 schedule, his/her replacement, if any, shall not be paid at an overtime rate. Further, if it becomes necessary for the Union to use an alternate committee member at one of the negotiating sessions, the Union will provide the committee member's department head with 24-hour advance notice of the need. If 24 hours advance notice is not available, the Union will inform the department head as soon as possible. With respect to the Police Department alternate committee members, if 24-hour advance notice is not available, it is understood the Police Department employee may not be released if adequate fill in coverage is not available

Section 4.

Upon reaching agreement, the City shall be responsible for preparing the final draft of the contract. The agreement shall be presented to the Common Council at the next appropriate meeting after the parties have agreed to the final contract. The City shall provide the Union with one master agreement for signature within one month of mutual ratification. The final document shall be signed by both parties within one month of the presentation of the master agreement to the Union.

Section 5. Bulletin Boards

a. The City shall make bulletin board space available for the Union to use in the City Hall employee lounges, the Police Department (Records Room), the Library staff room, and Fire Department at Station #1.

b. The Union may post notices of Union recreational and social events, Union elections and results, notices of Union meetings, rulings or policies of the Union, Union sponsored activities and programs, Union newsletters, and reports from Union committees. A copy of the material to be posted shall be submitted to the Employee Relations Manager for City Hall and the department heads for the other buildings before it is posted.

Section 6.

Upon the employee's request, the City may grant an unpaid leave of absence to Union stewards, or other designated Union members to attend Union conferences, seminars, conventions, and training. The employee must request such unpaid leave of absence at least two weeks prior to the commencement of the leave of absence. The unpaid leave of absence may be granted provided it does not interfere with the department's normal operation. The request for leave of absence may not be unreasonably denied.

Section 7. Information Requests

The Union may request information relating to wages, hours and working conditions for employees in the bargaining unit. Such request shall be specific and narrow in scope and be made in writing to the Employee Relations Manager. The City shall provide requested information from existing records as soon as administratively practicable.

The City shall provide copies of layoff notices, disciplinary action for a bargaining unit employee and notices of organizational changes within the City that impact bargaining unit employees.

Article 3 – Union Security

Section 1. Dues or Fair Share Deductions

- a. The City, upon receipt of an authorization for membership card, shall deduct Union dues from the paycheck of the employee who authorized the deduction. The amount deducted shall be certified by the Treasurer of the Union in writing to the Employee Relations Manager.
- b. An employee who does not authorize union dues deductions shall have an amount deducted from his/her paycheck as a "fair share" deduction. The amount deducted shall be certified by the Treasurer of the Union in writing to the Employee Relations Manager.

Section 2. Administration

- a. For the initial deduction, the Treasurer of the Union shall certify in writing the amount to be deducted as Union dues and the amount to be deducted as fair share fees. The City will begin dues check off within two pay periods of the receipt of a letter from the Treasurer of the Union and an authorization for deductions from the employee.
- b. If there is a change in either the Union dues or fair share fees, the Union shall certify the amount by letter to the Employee Relations Manager at least 30 calendar days before the date on which the change is to be effective.
- c. The City shall remit by check to the Treasurer of the Union, at its offices, all sums deducted as fair share fees within fifteen (15) days from the date on which the fees were deducted.

Section 3. Indemnification

The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, orders or judgments that shall arise out of, or by reason of, action taken by the City in compliance with this Article; provided, however, that the City shall tender its defense of any such claims, demands, suits, orders or judgments to the Union.

Article 4 – Management Rights

Section 1.

It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including, but not limited to all rights and authority exercised by the City prior to the execution of this Agreement except to the extent explicitly abridged by specific provision of this Agreement. The sole and exclusive rights shall include, but are not limited to:

- a. The right to determine its mission and the means and methods necessary to efficiently fulfill the mission; including the transfer, alteration, reorganization, curtailment or discontinuance of any type or level of service, the purchase and operation of equipment for the performance of services; and the right to introduce new or improved methods, equipment or facilities;
- b. The right to establish, enforce and revise departmental rules and procedures;
- c. The right to determine the number, types and qualifications of employees required, to re-determine such number, type and qualifications when necessary, and to assign work to such employees in accordance with requirements determined by the City;
- d. The right to hire and assign, transfer, promote or demote employees;
- e. The right to establish and change work schedules and assignments and to assign overtime;

- f. The right to lay off, terminate or otherwise relieve employees for lack of work or funds. In the event the City determines to lay off employees for other reasons, the parties will negotiate the impact of that decision;
- g. The right to discipline, suspend, or discharge for cause;
- h. And otherwise to take such measures as the employer may determine to be necessary for orderly and efficient operation of the public service.

Section 2.

The enumeration of rights noted above shall not be deemed to preclude the exercise of other management rights. The City's not exercising a management right, or its exercising that right in a particular way, shall not be deemed a waiver of its right in the future.

Article 5 – 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 resolved in final and binding arbitration as set forth in this Agreement.

Article 6 -- Seniority

Section 1. Definitions

- a. Seniority for a full time employee shall be defined as an employee's length of continuous

full time service in a bargaining unit position since his/her last date of hire, less any adjustments due to layoff, approved leaves of absence without pay or other breaks in service.

b. Seniority for a part time employee shall be defined as the total number of hours paid in a bargaining unit position since his/her last date of hire, less any adjustments due to layoff, approved leaves of absence without pay or other breaks in service.

c. An employee who changes from a full time bargaining unit position to a part time bargaining unit position shall have his/her years of service as a full time employee converted to hours. A part time employee who changes to a full time bargaining unit position shall have his/her total number of hours paid converted to a seniority date reflecting the years of service he/she has accumulated. The conversion shall be based on 2,000 hours being equal to one year of service.

Section 2. Adjustments

Seniority shall not accrue during periods of layoff or unpaid leaves of absence in excess of 60 days. Periods of layoff and leaves of absence shall not be construed as breaks in service. The seniority rights of an employee on military leave shall be as provided by law.

Section 3. Loss of Seniority

An employee shall lose seniority under the following conditions:

a. Resignation. An employee who is absent from work for three (3) consecutive work days without notification to the City shall be deemed to have resigned from employment with the City.

b. Discharge for cause.

c. Retirement.

d. Failure to return to work after the expiration of a leave of absence or period for which Worker's Compensation was paid.

e. Failure to respond to the City within five (5) work days after receipt of a certified restricted delivery recall notice mailed to the employee's last known address. If the letter is undeliverable, the employee shall be deemed to have forfeited recall rights to City employment.

f. Death.

g. The employee is laid off for twenty-four (24) continuous months or the length of the employee's seniority with the City, whichever is less.

Section 4. Transfer out of Bargaining Unit

An employee who transfers to a non bargaining unit position will retain the seniority accrued while in the bargaining unit, but the employee will not continue to accrue seniority until the employee returns to a bargaining unit position. This section shall not apply to a temporary transfer to a non bargaining unit position.

Section 5. Seniority List

The City shall supply a seniority list to the Union in January of each year. On a quarterly basis, the City shall provide a report containing information about bargaining unit members.

Section 6. Layoff

- a. In the event the City determines it is necessary to reduce the hours of or lay off employees, the City shall lay off temporary and initial probationary employees first, in that order. If additional employees must be affected by either a reduction in hours or be laid off, the employee in the department and job classification affected by the reduction in hours or layoff with the least seniority shall be the first to be laid off, provided that the City retains employees who are qualified on the date of the layoff to perform the remaining work. The City must provide notice to the employees initially affected by the layoff at least seven (7) calendar days prior to the effective date of the layoff.
- b. An employee affected by either a reduction in hours or scheduled to be laid off shall be given the opportunity to transfer to a vacant bargaining unit position in the same pay grade provided the employee meets the qualifications for the position as determined by the City. In the event more than one employee requests placement in the vacant position, the most senior qualified employee will be granted the position.
- c. If there is no vacant position in an equal pay grade for which the employee is qualified, the employee may elect to accept the position with the reduced hours be laid off rather than follow the process set forth below.
- d. If there is no position available as described in Subsection b., above, and the employee chooses not to use the provisions of Subsection c., above, the employee may replace the least senior employee in his/her pay grade provided the employee meets the qualifications for the position as determined by the City.
- e. If the employee is not qualified for the least senior employee's position in the same pay grade, he/she shall be given the opportunity to transfer to a vacant bargaining unit position in a lower pay grade in the pay grade which is immediately lower than his/her present pay grade, provided the employee meets the qualifications for the position as determined by the City. The employee placed in a position in a lower pay grade shall be paid the rate closest to his/her former rate and within that lower pay grade.
- f. If the employee is not able to be placed in a position by following the procedure outlined in subsection d. and e. above, the employee may replace the least senior employee in the pay grade which is immediately lower than his/her present pay grade provided the employee meets the qualifications for the position as determined by the City.
- g. If the employee is not able to be placed by using the procedure outlined in subsections d., e. and f. above, he/she will be given the opportunity to transfer to a vacant bargaining unit position in a lower pay grade, provided the employee meets the qualifications for the position as determined by the City. The employee placed in a position in a lower pay grade shall be paid the rate closest to his/her former rate and within that lower pay grade.
- h. If the employee replaces the least senior employee in his/her pay grade, the replaced employee may use the above procedure.
- i. A full time employee shall not replace a part time employee and a part time employee shall not replace a full time employee.
- j. A part time employee affected by a reduction of more than four (4) hours in their scheduled

work week or who is scheduled to be laid off shall be given the opportunity to follow the procedure set forth in Subsections c., d., and e. above, except the opportunity for bumping shall be limited to other part time positions whose hours are less than the regularly scheduled hours of the affected employee. In addition to considering the part time employee's seniority and pay grade, the City agrees that consideration for and placement of a part time employee in another position will begin with positions whose regularly scheduled hours are within the same pay grade and are closest to but less than the number of hours the employee is regularly scheduled to work in their former position.

k. If no job is available to an employee as a result of the application of this section, the employee shall be laid off.

l. This section does not apply to members of the bargaining unit that hold positions that are wholly grant-funded and assigned to multiple municipalities (e.g. Bioterrorism Coordinator Assistant). The City may terminate such employees if the grant funding is discontinued without any obligation to fund such position with City funds. If terminated, such employees shall not have any bumping rights to displace other employees nor can such employees be bumped by laid off employees. Further, employees who hold positions that are wholly grant-funded and assigned to multiple municipalities, need not be laid off first before other employees are laid off under this section, even if the employees in the grant-funded positions are otherwise considered probationary.

Section 7. Recall

a. An employee who is transferred to a different position as a result of lay off shall have the first opportunity to fill his/her original position if that position becomes vacant within one year of the date of transfer.

b. If the employee is laid off from employment with the City and the position he/she held prior to the layoff becomes vacant within the period the employee retains seniority as defined in Section 3.g., the employee shall be offered that position.

c. The last employee laid off shall be the first employee recalled if the available position is not the original position of any employee eligible for recall, provided the employee meets the qualifications for the position as determined by the City.

d. An employee who is recalled to a position, which is in the same pay grade as his/her former position and for which he/she is qualified, and who refuses to accept the position shall be considered to have terminated all rights to recall.

e. Notice of recall shall be sent by certified restricted delivery mail to the last address the City has on file for the employee. A laid off employee will receive copies of bargaining unit job postings if he/she sends a written request to the Personnel Department. The postings will be sent by regular mail.

Article 7 – Hours of Work

Section 1. Full Time Employees Working a 5-2 Schedule

Full time employees will normally be scheduled for a forty hour work week consisting of five eight hour days, Monday through Friday, except in the library, where the work week shall be forty hours. Alternatively, full time Police Department Desk Clerks who work a 5-2 schedule may be scheduled to have off days other than Saturday and Sunday (as an example a Tuesday through Saturday work

week). In these situations the first off day would be considered the sixth day of the work week and the second off day would be considered the seventh day of the work week.

Section 2. Full Time Employees Working a 4-2 Schedule

Full time employees will normally be scheduled to work 8.4 hours per day on a 4-2, 4-2 work schedule. All hours worked within the normal work week shall be compensated within the employee's biweekly pay.

Section 3. Part Time Employees

Part time employees will normally be scheduled for less than forty hours per week.

Section 4.

An employee may use vacation, holiday, sick leave, workers' compensation leave, minus time, and compensatory overtime only to the extent necessary to account for time up to the number of hours the employee is regularly scheduled to work each day.

Section 5. Breaks

- a. A full time employee may be permitted two 15 minute breaks per work day. A part time employee who works at least four hours in a day may be permitted a 15 minute break.
- b. All breaks will be regulated by department heads and shall be structured to permit continuous departmental operations.
- c. Breaks may not be combined for one thirty minute break, or used to extend the lunch hour, or used to shorten the work day, or make up for tardiness.
- d. An employee who performs work during a break or instead of taking a break shall not be eligible to earn overtime or compensatory time for said time period.
- e. For the duration of this agreement, lunch hours will remain as they are established on the execution date of this agreement.

Section 6. Change of Work Hours

If the City determines the hours of work in a department will be changed on an extended or long term basis to improve service to the public or increase operational efficiency, the City shall provide the Union and the affected employees with a written notice of the new hours and the effective date of the change at least two weeks prior to the change in hours; provided, however, that this does not constitute a waiver of the Union's right to negotiate over the impact of any such changes on affected employees.

An employee may request to be scheduled to work different hours than other employees in his/her department. If the employee's supervisor approves of the change, the employee's schedule may be modified. If circumstances in the department change after the modification, the supervisor may require the employee to return to the department's normally scheduled hours of work.

Section 7. Employees in the Police Department will not have to punch the time clock. However, if an employee is consistently late and/or abuses the privilege, they will be required to punch the time clock for a period of three months.

Article 8 – Overtime

Section 1. Definitions

- a. "Hours actually worked" means time worked not including paid time off such as vacation, holiday, sick leave, workers' compensation or compensatory overtime off.
- b. The "work week" shall be from Sunday through Saturday.

Section 2. Full Time Employees Working a 5-2 Schedule

- a. An employee required to work in excess of eight hours in one work day or forty hours in one week shall be compensated for hours actually worked at the rate of time and one half times his/her base rate of pay.
- b. An employee required to work on Saturday, when the employee is normally scheduled Monday through Friday, or a sixth consecutive day in one work week when the employee normally works a different work schedule, shall be compensated for hours actually worked at the rate of time and one half times his/her base rate of pay.
- c. An employee required to work on Sunday, when the employee is normally scheduled Monday through Friday, or a seventh consecutive day in one work week, when the employee normally works a different work schedule, shall be compensated at the rate of two times his/her base rate of pay.
- d. An employee required to work on a holiday as designated by this Agreement shall be compensated at the rate of two times his/her base rate of pay.
- e. **Emergency Overtime**
 1. For purposes of this section, "emergency overtime" shall be overtime that is assigned with less than 24 hours prior notice.
 2. An employee required to perform emergency overtime work on a Sunday or-holiday as designated in this Agreement, shall receive compensation at the rate of two times his/her base rate of pay for each hour actually worked.
 3. An employee called out for emergency overtime shall be guaranteed a minimum of three hours compensation at the appropriate rate of pay from the time such employee reports to the job for the emergency work, provided that the hours worked by the employee are not contiguous to the employee's normally scheduled work shift. If the hours worked are contiguous, the hours shall be paid at the appropriate overtime rate.

Section 3. Full Time Library Employees

- a. An employee required to work in excess of eight hours in one work day or forty hours in one week shall be compensated for hours actually worked at the rate of time and one half times his/her base rate of pay.
- b. An employee required to work on a holiday as designated by this Agreement shall be compensated at the rate of two times his/her base rate of pay.
- c. **Emergency Overtime**

1. For purposes of this section, "emergency overtime" shall be overtime that is assigned with less than 24 hours prior notice.
2. An employee required to perform emergency overtime work on a holiday as designated in this Agreement, shall receive compensation at the rate of two times his/her base rate of pay for each hour actually worked.
3. An employee called out for emergency overtime shall be guaranteed a minimum of three hours compensation at the appropriate rate of pay from the time such employee reports to the job for the emergency work, provided that the hours worked by the employee are not contiguous to the employee's normally scheduled work shift. If the hours worked are contiguous, the hours shall be paid at the appropriate overtime rate.

Section 4. Full Time Employees Working a 4-2 Schedule

- a. An employee required to work hours in excess of 8.4 hours per day shall be compensated at the rate of one and one-half times his/her base rate of pay.
- b. An employee required to work on his/her scheduled off-day shall be compensated at the rate of one and one-half times his/her base rate of pay. The City shall not be liable for overtime for a shift worked on the employee's normal off-day when the employee is working a traded day.
- c. An employee called out for emergency overtime shall be guaranteed a minimum of three hours compensation at the appropriate rate of pay from the time such employee reports to the job for the emergency work. An employee shall not be eligible for such payment if the additional hours worked are contiguous to his/her regularly scheduled shift.

Section 5. Administration

- a. An employee must receive approval from his/her supervisor or department head or the City Administrator before overtime is worked.
- b. An employee may choose to be paid for overtime worked in the same pay period it was worked or may choose to bank the overtime hours. The employee must notify the department of that choice in the pay period in which the hours are worked. An employee who is eligible may use overtime hours as compensatory time off. An employee may schedule compensatory time off with the prior approval of his/her supervisor.
- c. An employee, except an employee who works in the City Clerk's office or is an Engineering Department Technician, who has accumulated an overtime balance shall be paid for the entire balance in his/her account as of the last complete pay period in October to be paid by November 20. An employee who works in the City Clerk's office or is an Engineering Department Technician who has accumulated an overtime balance shall be paid for the entire balance in his/her account as of the end of the last pay period completely within the calendar year. Such payment shall be made by January 20. Any such employee upon leaving the service of the City or upon going on military leave shall be paid all accumulated overtime.
- d. Overtime hours worked shall be accumulated as the employee's "plus time". All full time employees working a 5-2 schedule will be allowed up to twenty-four hours of "minus time" to be offset by overtime work. All full time employees working a 4-2 schedule will be allowed up to 25.2 hours of "minus time" to be offset by overtime work.

Section 6. Part Time Employees

- a. All hours actually worked in excess of eight hours in one work day shall be compensated at the rate of time and one half times the employee's base rate of pay.
- b. A part time employee may receive time and one half pay for hours actually worked on Saturday provided that he/she has actually worked at least forty hours in that work week.
- c. A part time employee may receive pay at the rate of two times his/her base rate of pay for hours actually worked on Sunday provided he/she has actually worked at least forty hours in the preceding week.
- d. A part time employee required to work on a holiday as designated by this Agreement shall be compensated at the rate of two times his/her base rate of pay.

Section 7. Trades for Full Time Employees Working a 4-2 Schedule

- a. An employee may trade with another employee for one of his/her off days. Under certain circumstances, an employee may trade a shift with another employee. An employee who is probationary may not make trades until he/she has completed six months of active service.
- b. An employee wishing to make a trade shall obtain prior approval from his/her supervisor and the supervisor of the other employee.
- c. An employee who is scheduled to pay back a trade day and calls in sick shall have the hours that should have been worked deducted from his/her accrued time.

Section 8. Call in Procedure for Police Department Desk Clerks

- a. If the Chief or his/her designee determines it is necessary to call in a desk clerk (or other OPEIU, Local 35 member) to work, the order in which desk clerks (or other OPEIU, Local 35 member) are called to work shall be determined by rosters maintained by the Union. Except in unusual circumstances, if an employee will be paid overtime when he/she is called in to work, the following order will be followed:

Hours will first be offered to Desk Clerks

If none of the Desk Clerks accept the hours, the hours will be offered to other members of OPEIU, Local 35, employed in the Police Department;

If none of the Desk Clerks or other members of OPEIU, Local 35 accept the hours, the hours will be offered to members of other city of Wauwatosa bargaining units within the Police Department. Separate rosters will be maintained for Desk Clerks and the other OPEIU, Local 35 members.

- b. If the City cannot meet its staffing needs by means of the roster, the City, at its discretion, may require an employee to remain at work beyond the end of his/her shift or to report to work before the scheduled start of his/her shift.
- c. Union members shall also be responsible for maintaining and updating the overtime book, and the City shall not be responsible for losses resulting from missed overtime opportunities occasioned by the administration of this subsection of the Agreement.

Article 9 – Shift Differential

Section 1. Shift Premium for Full Time Police Department Employees

- a. A second shift is a shift which starts on or after 3:00 p.m. and before 11:00 p.m. A third

shift is any shift that begins on or after 11:00 p.m. and before 4:00 a.m.

- b. An employee assigned to a regular work schedule that is either second or third shift shall receive the following premiums: \$.20 per hour for hours actually worked during second shift; \$.25 per hour for hours actually worked during third shift.
- c. If an 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 the same period of time the absent employee would have received the differential.
- d. An employee who works overtime during hours designated as second or third shift shall be paid overtime calculated on his/her base rate of pay, not the base rate of pay plus the shift premium.
- e. Employees shall have the right, based on seniority, to be placed in positions in different shifts that are identical in title and duties.

Section 2. Library Evening Hours

If a full time employee in the library is required by his/her supervisor to change his/her normally scheduled hours to provide library service to the public, the employee shall be paid \$.20 per hour in addition to his/her base rate of pay for hours actually worked after 5:00 p.m., provided such hours do not qualify for overtime compensation.

Article 10 – Pay Practices

Section 1.

The rates of pay for employees covered by this Agreement are listed in Appendix A, Appendix B and Appendix C. The amount of wage increase per annum for the contract period is outlined as follows:

- Effective December 31, 2007 wages shall be increased by 3.25 %.
- Effective December 31, 2008 wages shall be increased by 2.75 %.
- Effective December 31, 2009 wages shall be increased by 2.75 %.

Each full time employee on the payroll March 1st shall be paid \$260 in each year of the collective bargaining agreement. Each part time employee on the payroll March 1st shall be paid \$130 each year of the collective bargaining agreement.

Section 2.

- a. Employees assigned to supervisory positions by the appropriate management supervisor shall be paid at a rate equal to the corresponding step of the higher classification or paid at the rate or \$1.00 per hour over the rate or the employee's normal rate whichever rate is less for the time the employee is assigned to the supervisor position.
- b. A newly hired employee shall be placed on the first step of the salary range for his/her classification. On the one year anniversary of the employee's date of hire, the employee shall move to the next higher step, unless his/her probationary period is extended. On each succeeding annual anniversary date the employee shall move up one step until the top step of the pay range is attained.

c. An employee who is promoted to a classification with a higher pay range shall be placed in the lowest pay step in the new pay range which is at least \$.05 per hour more than the base rate of pay for his/her former classification. Any overtime balance the employee accrued in the old classification shall be paid prior to the employee's promotion. The employee shall progress through the steps to the top step as described in a., above, except that the employee's anniversary date shall be the date he/she was promoted to the classification. This subsection does not apply to an employee who is voluntarily or involuntarily demoted.

d. If an employee is demoted, he/she shall be placed in the pay step of the new pay range that is closest to his/her former rate of pay.

e. An employee who moves from one position classification to another shall receive a new anniversary date. The new anniversary date shall be the date the employee started in the latest position classification he/she has occupied.

f. The pay periods shall be two-week periods ending on alternate Saturdays. Payment shall be made on the twelfth day following the end of the pay period, except when that day is a holiday as defined in this Agreement. Payment shall be made the day immediately preceding the regular pay day if the regular pay day is a holiday. Every member of Local 35, OPEIU shall be paid via direct deposit into a checking or savings account. As of January 1, 2008 employees will not be issued paper payroll checks.

g. A probationary employee shall receive the base rate of pay fixed for the position he/she occupies even if a resigning employee in that position may be holding over.

Section 3. Part Time Employees

A newly hired part time employee shall receive the hourly rate specified in the first step of the pay range for the classification in which he/she works. After 2,000 consecutive hours of work, a part time employee shall move to the second step of that pay range, provided that there is a second step in that pay range. If there are additional steps in the pay range, the employee shall move to the third step on the anniversary date of his/her hire following attainment of the second step and so on through the steps to the top step. Hours worked shall be considered consecutive unless an employee is off the payroll for two complete consecutive pay periods. Time lost due to illness or injury compensable under Workers' Compensation Statutes shall not be considered a break in service.

Section 4. Work out of Classification

An employee shall be paid at the pay step in the higher classification that is \$.20 more per hour or more than his/her current base rate of pay for work performed in a higher job classification during the absence of another employee, provided that his/her supervisor assigns the employee to work in that classification, the employee does all, or substantially all, of the duties of that classification and the assignment lasts more than two consecutive work days. If the assignment is expected to last more than two consecutive work days, the employee will earn the higher rate of pay beginning on the first day.

Section 5. On call pay – Fire Prevention Bureau

Effective September 6, 2000, the designated employee of the Fire Prevention Bureau assigned to be on call for fire emergencies and required to carry a pager after normal working hours weekdays and weekends shall receive a task rate of \$.40/hour for each hour on call.

Article 11 – Probationary Employees

Section 1. New Employee Probationary Period

a. A newly hired full time employee shall be probationary until after the satisfactory completion of one year of service. No claim or grievance shall be made by the Union or the employee with respect to layoff, transfer, or discharge of the employee during the probationary period. At the request of the Department head, recommendation of the Personnel Director, and with the approval of the City Administrator, the initial probationary period may be extended for up to three months. If the probationary period is extended, the employee's salary step increase will be delayed. A withheld salary step increase shall be reinstated only upon the satisfactory completion of the extended probation period.

b. A newly hired part time employee shall be probationary until after the satisfactory 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 the probationary period. If the employee is continued in the employ of the City after the completion of the probationary period, his/her length of service shall be computed from his/her last date of hire. If the City should deem it necessary to extend the probationary period, the probationary period may be extended by 200 hours for a maximum total of 1,200 hours.

Section 2. Promotion and Transfer

An employee who is promoted or transferred to a position within the bargaining unit shall serve a six month probationary period in the new position. An employee promoted or transferred may request to return to his/her former position within 30 calendar days of the transfer or promotion and the request shall be granted unless the position no longer exists.

If the promoted or transferred employee fails to demonstrate that he/she can completely and satisfactorily perform the job, the City may return the employee to his/her former position if it is vacant. If the employee's former position is not vacant, the employee may be placed in a vacant bargaining unit position in the same pay grade or a lower pay grade if the City determines the employee is qualified for the position. If there is no vacancy for which the employee is qualified, the employee shall be laid off and afforded the recall rights set forth in Article VI, Seniority. The City will not contest unemployment compensation for such an employee.

Section 3. Absence

If a probationary employee is absent from work on an authorized leave for a period of 30 or more consecutive calendar days, the City may, at its sole discretion, require that the employee's probationary period be extended by the number of days the employee was absent.

Article 12 – Job Posting and Job Evaluation

Section 1.

Promotion shall be pursuant to Civil Service regulations. Whenever a vacancy occurs within the bargaining unit, the vacant position will be posted on bulletin boards located in City Hall, Library Staff Room, Police Department and Fire Station #1 for at least 7 working days spanning 2 weeks. 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 percent (7%) of the highest numerical grade on the eligibility list. All eligible employees who apply will be given an appropriate written, and/or oral examination and will be assigned a grade.

Section 2.

An employee may request a re-evaluation of his/her job duties for possible upgrade to a higher classification. The employee shall submit a written request for re-evaluation to his/her immediate supervisor. If the immediate supervisor concurs with the request, the position shall be re-evaluated. The re-evaluation shall be completed within 90 days of the receipt of the employee's completed Position Questionnaire. If the City determines the position should be reclassified, the reclassification shall be effective for the pay period in which the determination was made.

Article 13 – Bargaining Unit Work

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 on the payroll as of the execution date of this agreement.

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

Article 14 – Grievance Procedure

Section 1.

The parties agree that prompt and just settlement of grievances is of mutual interest and concern. Only grievances involving matters of interpretation, application or enforcement of the terms of this Agreement may be processed under the grievance procedure.

Section 2.

The grievance process must be initiated by the aggrieved employee within twenty days of the alleged violation. Any grievance not reported or filed within the stated time limits shall be invalid.

Section 3.

The term "days" as used in this article shall mean consecutive days exclusive of Saturdays, Sundays, and holidays.

Section 4.

The Union shall be sent copies of all grievance responses and forms.

Section 5. Procedure

Step 1. The aggrieved employee shall present the grievance orally or in writing to his/her immediate supervisor. The aggrieved employee may choose whether to be represented by a Union steward. The supervisor shall respond to the grievance in writing within five days. If the aggrieved employee is not satisfied with the response, the union representative shall reduce the grievance to writing, the employee shall sign it, and process it to Step 2 within five

days.

Step 2. The written grievance shall be presented to the grievant's department head. If the employee's immediate supervisor is the department head, the grievance shall be moved to Step 3. The department head may hold a hearing including the grievant and his/her representative and any other individuals he/she considers appropriate if he/she deems it necessary. The department head's response shall be presented to the employee in writing within five days after receipt of the grievance appeal. If the aggrieved employee is not satisfied with the response, the union shall process the grievance to Step 3 within five days.

Step 3. The grievance shall be presented in writing to the City Administrator or the City's designee. The City Administrator or the City's designee shall hold a hearing including the grievant and his/her representatives and any other individuals he/she considers appropriate. Within ten days, the City shall respond to the grievance in writing. If the aggrieved employee is not satisfied with the City's response, within twenty days after receipt of the response, the Union may process the grievance to arbitration, as provided in Article 15.

A grievance arising out of an action by the City Administrator, the Common Council, or a Board or Commission shall be reduced to writing and appealed to Step 3.

Section 6.

Failure of the grievant to appeal the grievance within the time limits set forth above shall mean the grievance is considered resolved. Any resolution of a grievance shall not be inconsistent with the terms of this Agreement.

The time limits for any step of the process may be extended by mutual written agreement of the Union and City.

Section 7.

The Union shall provide the City with a list of the Union's stewards who will process grievances. That list shall be kept up to date by the Union.

The aggrieved employee and two stewards shall be released from duty on City time for the period of time necessary to represent the employee in grievance and arbitration hearings and meetings with the City on grievance issues. The Union steward may investigate a grievance or potential grievance on City time if the issue cannot be investigated during non City time. Both the steward and aggrieved employee must give their respective supervisors prior notice of their absence.

The Union's Business Representative may be present at grievance hearings held by the City.

Article 15 -- Arbitration

Section 1. Procedure

If the grievance is not settled after going through the steps of the grievance procedure, the Union may request arbitration before an impartial arbitrator. The request shall be made in writing within twenty working days of the receipt of the third step response. The request for arbitration shall be sent to the Employee Relations Manager and shall state the agreement provision and the act or omission appealed from the decision as rendered at the third step.

Section 2. Selection of Arbitrator

The Union shall request the Wisconsin Employment Relations Commission to submit a list of five

arbitrators to both parties. The City and the Union shall alternately strike from such list with the grieving party making the initial strike. The remaining person on the list shall act as arbitrator.

Section 3. Authority of Arbitrator

The arbitrator shall neither add to nor detract from nor modify the language of this Agreement in arriving at a determination of any issue proper for arbitration within the limitations of the Agreement. The arbitrator shall have no authority to change wage rates or salaries established by the Agreement. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not submitted. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Section 4. Costs

The fee and expenses of the arbitrator and the cost of a written transcript for the arbitrator, if such record is made, shall be paid borne equally by the City and Union. The City and Union shall be separately responsible for compensating their own representatives and witnesses and purchasing their own copy of the written transcript.

Article 16 – Discipline

Section 1.

An employee covered by this Agreement shall only be disciplined or discharged for just cause.

Section 2.

A meeting will be held with the employee to discuss the alleged offense within 3 working days of the discovery of the alleged offense or within 3 working days of the completion of a City investigation involving the alleged offense. If disciplinary action will be taken, the employee will be notified of such action within 3 working days of the meeting at which the offense was discussed unless further investigation is needed.

Further, the City and Union will make every effort to keep such investigation confidential.

Section 3. Progressive Discipline

Each incident or continuing incident of just cause discipline shall be addressed in the following manner:

Step 1: Oral reprimand

Step 2: Written reprimand with referral to EAP, if appropriate. If an employee is referred to EAP, the employee must take the necessary steps to comply with the referral.

Step 3: Suspension without pay for one (1) to thirty (30) days and referral to EAP

Step 4: Discharge

The Union Chief Steward shall be provided a copy of each written warning, notice of suspension and discharge given to an employee. Discipline shall follow the above listed progressive steps; however, unusual circumstances may accelerate or minimize the discipline depending upon the facts surrounding the incident(s). Such decision to minimize or accelerate the discipline may be appealed under the grievance procedure. In the event the employee is referred to the EAP program in Steps 2 or 3 above, the employee is not required to participate in the program.

Section 4. Representation

The employee shall have the right to request Union representation during an interview which could result in disciplinary action imposed on such employee, or during a disciplinary meeting which

becomes an investigatory meeting.

Section 5.

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. Suspensions shall remain a matter of record but shall not be used as the basis for a greater level of progressive discipline after a period of two years.

Article 17 -- Health Insurance

Section 1.

A new full time employee shall receive coverage effective the first day of the month following their date of full time employment with the City.

A. General Provisions

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. The Union shall have access to existing data for trend analysis projection and cost analysis.

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 Promotion Program that employee's cost share contribution shall be reduced to \$5 single / \$13 family. The minimum wellness program 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 of the City's Wellness Promotion Program that employee's cost share contribution shall be reduced to \$6.50 single / \$17.50 family. The minimum requirements (1, 2, and 3) above shall remain the same.

B. 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:

1. Self Funded PPO Plan

a. Out of Pocket Maximums, including deductible

Effective January 1, 2005, employees shall pay an out-of-pocket annual maximum

for in-network and out-of-network services of:
\$700 individual or \$1,400 family for 2005
\$800 individual or \$1,600 family for 2006
\$1,000 individual or \$1,800 family for 2007

b. Co-pays

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

c. Mental Health 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 is 70 days.

d. Prescriptions

Effective January 1, 2008, for each retail prescription, employees shall pay \$15 for each first tier 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 first tier prescription, \$48 for each second tier prescription, and \$80 or 20%, whichever is greater, not to exceed \$160 for each third tier prescription. There shall be no reimbursement for employee prescription co-pays. All prescriptions are to be filled for the proscribed dosage as directed by the Physician and verified by the managed pharmacy database

e. Over-The-Counter Medications. Effective January 1, 2005, 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 prescriptions for acid reflux and allergy.

f. Prescription Drug Reimbursement Account. Effective January 1, 2006, the City will establish an account that will reimburse members for catastrophic cost of prescriptions on the following basis:

-On January 1 the City will contribute \$50 per year per bargaining unit member based on membership on that date;

-Members will be eligible for reimbursement of out of pocket prescription co-pay costs exceeding \$500 for single employee or \$750 per family. Such reimbursement shall not exceed 50% of the member's out of pocket prescription co-pay cost that exceeds either \$500 or \$750, as applicable, for the calendar year. Requests for reimbursement must be submitted to HR Department by March 1st of the next year.

-City's maximum liability will not exceed the fund balance.

-Funds remaining in the account at the end of the year will carry over to the following year.

g. Infertility. Effective January 1, 2005, there shall be a \$5,000 lifetime maximum at 80% on infertility diagnosis and correction (does not include impregnation

techniques including prescription fertility drugs).

- h. Vision. Effective January 1, 2005, the City shall provide VIPA 70 Gold or equivalent vision insurance with a \$10 deductible.
- i. Lifetime Maximum. Effective January 1, 2006, there shall be a \$2 million lifetime maximum limit with no more than \$1 million in any single plan year.
- j. Annual Deductibles. There shall be the following annual deductibles:
Effective January 1, 2008 employees who complete the City's expanded Health Risk Assessment as part of the wellness program set forth in Article 17, 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 City's expanded Health Risk Assessment as part of the wellness program set forth in Article 17, 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.
- k. Chiropractic. Effective January 1, 2005, 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.
- l. Health Risk Assessment. Effective January 1, 2008, the City will provide to full time members an expanded Health Risk Assessment within 60 days of the plan year.
- m. Routine and Preventive Care. Effective January 1, 2005, routine tests and procedures and preventive care shall be covered 100% in-network, 70% out-of-network.

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. Both the General Provisions and the following cost-sharing provisions outlined in the Preferred Provider Plan under Article 17 Section 1 A above shall also apply to participants in the HMO Plan: Fixed Cost sharing, Maximum Limit, Prescription Co-pays, Over-the-Counter Medications, Chiropractic, and Vision.

- a. Office Visit Co-Pay. Effective January 1, 2007 employees shall pay \$20 for each office visit.
- b. Annual Deductible. Effective January 1, 2008, shall pay an annual deductible shall of \$400 for single and \$1,000 for family.
- c. Emergency Room Co-Pay. Effective the date of settlement or arbitration decision, employees shall pay \$100 for an emergency room visit, waived if the patient is admitted.
- d. Urgent Care Co-Pay. Effective the date of settlement or arbitration decision, employees shall pay \$50 for an urgent care visit.

- e. In-patient Co-Pay. Effective the date of settlement or arbitration decision, employees shall pay a \$250 per hospital admission co-pay.

Section 2. Limitations

- a. In the event the premiums for health insurance are reduced for any reason, and the level of benefits is maintained as set forth in Section 2 of this Article, the City's contribution shall be reduced correspondingly, and the City shall have no liability to pay out funds in the amount of the premium reduction in any manner.
- b. A part time employee may participate in the City's health insurance plans by paying the entire cost of the plan himself or herself.
- c. Nothing contained in this section shall in any manner be construed or interpreted to mean that any additional compensation is being or shall be paid to any employee; nor shall any such person have or assert any claim whatsoever by reason of the provisions of this article which relate to the payment of premiums for such employee.

Section 3. Retirees

1. Eligibility and Criteria for Retiree Health Insurance

- a. Within the first thirty days after retirement from the City, a former employee is eligible for health insurance coverage contracted for by the City, if, on the last day of employment he/she was enrolled in one of the City's health plans and the health insurance premiums were paid entirely or almost entirely by the City and he/she meets the conditions in subsection b., below.
- b. For employees who retired between January 1, 1989 and December 31, 1989, the City shall pay the full cost of group health insurance of single or family insurance, as appropriate, for any employee with at least 15 years of service who retires at age 55 or more. Such payment will continue until the employee either becomes eligible for Medicare, becomes part of a new employer health insurance group which provides coverage equivalent to that of the City of Wauwatosa, or until the retired employee dies. For an employee who retires on or after January 1, 1990, the City shall pay the full amount of the premium for group health insurance coverage but not to exceed 110% of the preceding premium.
- c. An eligible retiree between the ages of 55 and 65 are protected to the same extent as active employees in the regular City group; those 65 and older are protected by Medicare Extended 365 and/or the Medicare Carve-Out coverage applicable.
- d. 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 employees' group as long as they are otherwise eligible. The number of such dependents 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 at their own expense. The coverage for the retired employee's spouse is terminated on the date of the spouse's remarriage.

2. 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:

**Retiree Health Insurance for FTEs Hired After
January 1, 2008**

Employee Years of Service	15 years	20 years	25 years	30 years
City Contribution of Premium	15%	30%	40%	50%
Sick Leave Conversion upon Retirement	100%	80%	60%	50%

Employees (FTE) hired after January 1, 2008 shall be granted upon retirement:

After 15 years of service, 100% conversion of unused sick leave (up to 156 days) and a City contribution of 15% of health insurance premium of the previous year.

After 20 years of service, 80% conversion of unused sick leave (up to 156 days) and a City contribution of 30% of health insurance premium of the previous year.

After 25 years of service, 60% conversion of unused sick leave (up to 156 days) and a City contribution of 40% of health insurance premium of the previous year.

After 30 years of service, 50% conversion of unused sick leave (up to 156 days) and a City contribution of 50% of health insurance premium of the previous year.

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 Service requirements.

Part time employees shall have a prorated annual and maximum conversion based on number of hours worked and years of service.

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 ¼ 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.

3. City Payments into Plan

a. 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

b. For employees hired before January 1, 2008, the City shall pay \$250 one time into the employee's RHCSP.

4. 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.

Article 18 – Dental Insurance

Section 1. Coverage Effective Date

A new 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.

Section 2. Cost of Coverage

For full time and part time employees, the City shall pay the lesser of seventy percent (70%) of the monthly premium for the basic dental plan toward the cost of dental insurance or 70% of another dental plan offered by the City and chosen by the employee. The employee shall pay the balance of the cost for dental insurance. Effective January 1, 2008, the self-funded dental plan shall pay 80% of class C services, have an annual benefit maximum of \$2,000 for class A, B and C services and a lifetime maximum per person for Class D orthodontia of \$2,500.

Section 3.

The City shall offer open enrollment once per year and provide reasonable notice.

Article 19 – Group Life Insurance

Section 1.

After the first six months of service with the City, a full time employee shall be entitled to the group life insurance coverage provided below. The City shall pay the entire premium for the group life insurance provided.

Section 2. Active Employees

a. Active full time employees shall receive life insurance coverage of a minimum of ten thousand dollars or in the amount of the employee's annual salary adjusted to the next higher one thousand dollars. The employee's annual salary shall be the salary established by Ordinance for the position held by the employee as of October first of the preceding year. As of January 1, 2008, all active full time employees have an additional coverage option of two (2) times their annual, provided that the employee pays the additional cost of coverage. Part time employees shall have the option to purchase, at their own expense, a coverage amount equal to one-time their annual salary as established above.

b. Active full time employees shall be provided dependent life insurance coverage of \$1,500 for spouse and \$100 for each child up to age six months and \$750 for each dependent child age six months through age nineteen.

Section 3. Retirees

a. A full time employee, hired on or after January 1, 1974, who has attained the age of 65 and has 20 years of continuous service with the City shall be eligible at retirement for a paid-in-full life insurance policy in an amount equal to \$3,500 of coverage. In order to obtain a paid-in-full policy, an employee who retires prior to age 65 must have 20 years of service with the City at the time of retirement and pay the full cost of the policy between the time of

retirement and the date the employee attains age 65.

b. An employee on the payroll on April 30, 1974, who was hired prior to January 1, 1974, and who has 20 years of service and attains age 65, shall have 25% of the amount of life insurance in effect at the time of retirement but not less than \$3,500.

Section 4. All qualifications for group life insurance shall be consistent with the terms of the group life insurance policy as purchased by the City.

Article 20 -- Pension

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 statutory contribution. Payments made by the City which formerly were employee's contribution shall not be considered the City's contribution.

Article 21 -- Vacations

Section 1.

A full time employee on biweekly salary shall be entitled to annual vacation with pay based on the following rates of accrual:

- Two weeks after one year of service.
- Three weeks after five years of service.
- Four weeks after thirteen years of service.
- Five weeks after twenty years of service.

Section 2.

A part time employee shall be entitled to prorated annual vacation based on the schedule above and the number of hours he/she works. Two thousand hours shall be considered a complete work year.

Section 3. Administration

a. The base period for computing vacation allowance and for using allowable vacation shall be January 1 to December 31.

b. 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.

c. The third, fourth and fifth week of vacation shall be credited to an employee at the beginning of the calendar year of the employee's employment start date. If an employee does not continue employment with the City until his/her employment start date within the calendar

year, the additional week vacation pay shall be deducted from the employee's final pay check or from the employee's unused vacation allowance.

d. All vacation time shall be selected or its use arranged with the employee's supervisor not later than November 1.

e. Vacation time not taken in the year it is received may be carried over for use in the subsequent year with the approval of the supervisor or department head.

f. When an employee does not work at least 2,000 hours in a year, the vacation period for the next year shall be reduced so that the vacation period shall be in proportion to the actual period of service performed. Vacations, leave of absence with pay and absence due to illness or injury compensable under worker's compensation laws of the State shall be construed as service for the purpose of computing the total allowable vacation.

g. An employee shall not convert his/her vacation time to sick leave time in the event the employee becomes ill or injured during his/her scheduled vacation period.

h. An employee who returns to active service with the City from military leave and has been reinstated in accordance with the law, shall not be entitled to schedule vacation until he/she has worked for a period of at least three months after returning. Vacation shall be credited as defined in Section 1, 2, and 3 of this Article.

i. 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.

Section 4. Vacation Selection Procedure

a. The department head shall determine what periods of the year, if any, employees may not schedule vacations and shall determine the number of employees who may take vacation at the same time. If too many employees select vacation for the same time period, the employee(s) with more continuous service with the City will be allowed his/her vacation choice. The employee's vacation selection will not be unreasonably denied.

b. The first vacation selection period shall begin no later than January 2 of each calendar year and be completed by February 1. The second vacation selection period shall begin immediately after the first and end March 1. An employee who does not make a selection within the above time periods shall forfeit the first and second vacation selections respectively.

c. An employee who does not schedule all his/her vacation prior to March 1 of each calendar year may select vacation for any available time period during the calendar year. Such selection of vacation time or arrangement of its use with the supervisor shall be completed by November 1 of the calendar year. The employee must obtain prior approval from his/her supervisor for vacation selected.

Vacation time selected after March 1 shall be on a first come, first served basis, provided that a senior employee shall not be allowed to schedule vacation that would interfere with a period of vacation scheduled by a less senior employee in the period described in Subsection b., above.

Vacation days scheduled under this subsection shall be subject to the same limitations on available time and number of employees allowed to take vacation at one time described in

Subsection a., above.

d. Police Department Desk Clerks

Police Department Desk Clerks will follow a) through c) above with the exception that vacation selections of any duration may be made with the understanding that any continuing period shall be considered one selection.

Section 5. Retirement or Death

a. An employee who retires after attaining age 55 with 15 years of service 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 retirement year and normally allowable in a subsequent year. That lump sum payment shall be equal to one-twelfth of the vacation allotment for each full month of service in the retirement 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 included in the computation of the amount of lump sum payment in lieu of vacation. Fractions of a month shall be disregarded.

b. Whenever an employee dies during the term of his/her employment with the City, the surviving spouse or designated beneficiary shall receive, in addition to a lump sum payment for vacation allowable at the time of the employee's death, a lump sum payment for vacation the employee earned in the current year and normally allowable in a subsequent year. That lump sum shall be calculated on the basis of one-twelfth of the full vacation allotment for each full month of service in the current year to date of death.

Section 6. Employees may be allowed call-in vacation days with supervisory approval.

Article 22 -- Holidays

Section 1. Employees Working a 5-2 Schedule

After a period of sixty calendar days of employment, a full time employee on a biweekly salary regularly scheduled to work Monday through Friday shall receive the time off with pay on the following holidays:

- New Year's Eve
- New Year's Day
- Spring Holiday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- Two floating holidays
- Eight hours of floating holiday

Section 2. Part Time Employees

Following an initial period of service of three hundred fifty (350) hours, a part time employee shall receive a pro-rated holiday schedule based on the average number of hours worked per week during the initial period. The initial hours shall be earned in consecutive pay periods. Pay periods shall be

considered consecutive as long as the employee is not off the payroll for two or more consecutive pay periods. Time lost to illness or injuries compensable under the Workers' Compensation statutes shall not be considered a break in service. Pro-rated holiday allowances in a subsequent year shall be computed according to the number of hours worked on a base of two thousand hours in the previous year.

Section 3. Employees Working a 4-2 Schedule

After a period of sixty days of employment with the City, an employee who works a 4-2, 4-2 schedule shall have his/her overtime record credited with 8.4 hours times a prorated number of holidays for the balance of the year of initial hire. In subsequent years, the employee's overtime account shall be credited with 106.8 hours in lieu of the holidays listed above. An employee who leaves employment with the City shall have hours deducted from his/her overtime account equal to the prorated number of holiday hours from the date of termination to the end of the calendar year.

Section 4. Floating Holiday Procedure.

An employee who wants to schedule floating holiday time off shall obtain prior approval from his/her supervisor. Floating holidays shall be scheduled in accordance with staffing requirements for the efficient operation of the City.

Section 5. Alternate Days Observed

In the event a holiday falls on a Saturday, when the employee is normally scheduled Monday through Friday, or on the sixth work day in one work week when the employee normally works a different work schedule (such as Tuesday through Saturday), the holiday shall be celebrated on the preceding work day. In the event a holiday falls on Sunday, when the employee is normally scheduled Monday through Friday, or on the seventh work day in one work week when the employee is normally works a different work schedule (such as Tuesday through Saturday), it shall be celebrated on the following work day. In the event a holiday falls on Saturday, the holiday shall be celebrated on the preceding work day. In the event Christmas Eve or New Year's Eve falls on a Sunday, it shall be celebrated on the preceding Friday.

Article 23-- Sick Leave

Section 1. Accumulation

a. A full time employee on a biweekly salary shall accrue sick leave at the rate of one day for each complete calendar month worked. An employee may accrue up to 12 days per year up to an aggregate accumulation of 156 days. A full time employee who transfers from working a 5-2 schedule to working a 4-2 schedule or transfers from working a 4-2 schedule to working a 5-2 schedule shall have his/her sick leave accumulation re-computed to indicate the value of the accumulation when taken at the new work schedule hours.

b. A full time employee working a 5-2 schedule shall receive sick leave based on an eight hour work day. A full time employee working a 4-2 schedule shall receive sick leave based on a 8.4 hour work day.

c. A part time employee not on a biweekly salary must be in continuous service for 2,000 hours before becoming eligible for sick leave. After attaining 2,000 hours of continuous employment, the part time employee shall be given 96 hours of sick leave. Service will be considered continuous if the employee is not off the payroll for more than two consecutive pay periods. Accumulations in the following years shall be prorated on the basis of the number of

hours worked in the preceding calendar year. Two thousand hours shall be considered a complete work year.

d. When an employee does not work the full year, the sick leave accumulation for the next year shall be reduced so that the sick leave accumulation period shall be in proportion to the actual period of service performed. The only time period(s) deducted from the full year shall be time spent on unpaid leave of absence.

Section 2. Usage

a. An employee may use sick leave for personal injury or illness, or for the sickness of a member of his/her immediate family. "Immediate family" is defined as the employee's spouse, child, brother, sister, parent, or counterpart step relative or a relative living in the same household as the 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.

b. An employee may use sick leave for a bona fide illness of up to three consecutive work days without being required to submit a medical certificate, provided that the department head has other satisfactory evidence warranting the leave. If the supervisor does not have satisfactory evidence that the employee's illness is bona fide, the employee may be required to furnish The Medical Statement for Absence, Local 35, or a form providing the same information, for an illness of less than three consecutive days.

When an employee is absent from duty more than three consecutive days, the employee must provide The Medical Statement for Absence, Local 35, or a form providing the same information, from a private physician, dentist, or from an assigned City physician or nurse, or the certificate of an authorized Christian Science practitioner certifying that the employee is under Christian Science treatment. The Medical Statement for Absence, Local 35, or a form providing the same information shall be furnished to the department head immediately upon the employee's return to work.

c. An employee shall make a good faith effort to schedule non-emergency doctor or dentist appointments after work hours or at the beginning or end of the work day. An employee who has a non-emergency doctor or dentist appointment shall notify his/her supervisor at least 48 hours in advance of the appointment unless the appointment was made less than 48 hours before the appointment time. In that case, the employee will inform his/her supervisor as soon as possible. An employee who has a non-emergency doctor or dentist appointment during work hours shall leave and/or return at a reasonable time.

d. An employee working a 4-2 schedule shall not use sick leave for medical and dental appointments during work time except when medically necessary.

Section 3. Leave of Absence Without Pay

a. An employee may make a written request to the City Administrator for a leave of absence without pay for medical reasons or for other reasons. The employee shall submit a doctor's statement stating the reasons for the medical leave of absence. All requests shall state the anticipated duration of the leave. The City Administrator shall make the final determination whether the employee will receive a leave of absence.

b. The maximum duration of such leave shall be six months. At the end of six months, the employee must return to employment or be deemed to have resigned from City employment.

However, the City Administrator, at his/her sole discretion, may grant an extension(s) of an employee's medical leave of absence.

c. The employee may continue his/her medical, dental and life insurance coverage during the leave by paying the full cost of the insurance. An employee on leave of absence shall not accrue benefits such as sick leave and vacation for the time period on leave.

d. An employee who requests leave of less than 30 calendar days shall return to his/her previous position. An employee who requests a leave of absence for more than 30 calendar days may be returned to his/her previous position, if it is vacant, or may return to employment in a vacant bargaining unit position if the City determines the employee is qualified for the position.

e. The City agrees to provide all leave benefits required under the Wisconsin Family and Medical Leave Act, Section 103.10, Wis. Stats. and The Family and Medical Leave Act of 1993, PL 103-3. If permitted by the Act, the benefits as outlined above shall run concurrently with the required leave set forth by Sec. 103.10, Wis. Stats. and PL 103-3. Nothing in this paragraph shall be interpreted to increase any employee's statutory leave rights under Sec. 103.10, Wis. Stats. or PL 103-3.

Article 24 – Differential Pay for Work Related Injury

Section 1.

An employee shall be granted leave of absence for the period of temporary disability due to injury or illness compensable under the Workers' Compensation Law of this State. Such leave shall not exceed one year in aggregate after the start of such disability in any one case or accident.

Section 2. Compensation

a. A full time employee shall receive pay from the City less the amount paid through Worker's Compensation. A part time employee's regular salary shall be the weekly average earned during the ten week period immediately preceding the absence or the employee's total period of employment if it is less than ten weeks.

b. In no event shall the supplemental pay from the City and the worker's compensation benefit exceed the employee's normal net "take home" pay.

Article 25 – Funeral Leave

Section 1.

a. In the event of the death of a full time employee's husband, wife, mother, father, child, son-in-law, daughter-in-law, brother, sister, father-in-law, mother-in-law, grandfather, grandmother, or counterpart step relative or a relative living in the employee's household, the employee shall be allowed up to three regularly scheduled days of paid leave between the day of death and the day after the funeral, inclusive.

b. In the event of the death of a full time employee's brother-in-law, sister-in-law, grandparent of the employee's spouse, employee's grandchild or the employee's domestic partner the employee shall be granted one day of paid leave.

c. An employee requesting funeral leave shall advise his/her supervisor of the death and the approximate date of the funeral.

d. A part time employee may request up to three consecutive days off from work between the day of death and the day after the funeral in the event of the death of one of the relatives listed in Subsection a. The employee shall be paid for the hours he/she was scheduled to work during that period, provided that he/she has worked at least 2,000 hours for the City before the requested time off. A part time employee may be paid for up to one day for the death of a relative listed in Subsection b., provided that he/she has worked at least 2,000 hours for the City before the requested time off.

Section 2. Travel

In the event the funeral is located at a distance that requires additional leave for travel time, the employee may be allowed up to three days of leave, chargeable to his/her accumulated sick leave balance, with the approval of the employee's department head. No reasonable request for such travel allowance shall be denied.

Section 3.

Up to six employees may be granted up to four hours each to attend the funeral of a deceased employee from their department during the employees' normally scheduled hours of work. The department head shall determine the number of employees who may attend. The hours used will not be charged to an employee's sick leave account.

Section 4.

Time off may be allowed at the discretion of the department head 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 of any military funeral conducted by a veterans' organization chartered by an act of Congress. The employee shall receive regular pay for such time.

Article 26 – Jury Duty

Section 1. Jury Duty

A full time or a part time employee shall be granted time off with pay for reporting for jury duty or for jury service if the employee presents satisfactory evidence of a request for jury duty service. Compensation received for such duty or service, excluding travel pay, meal or lodging reimbursement or pay for days the employee is not normally scheduled to work, shall be immediately paid over to the City Treasurer. An employee shall not be paid by the City for jury duty on a day he/she is not normally scheduled to work.

Section 2. Witness Duty

A full time employee who is subpoenaed to appear as a witness during the employee's normally scheduled work time shall receive compensation from the City equal to the difference between the employee's base rate of pay and the amount received as witness fees.

Section 3.

A full time or a part time employee who works second or third shift and is required to report for Jury Duty shall have the jury service considered his/her work day. A full time employee who works second or third shift and is required to report for Witness Duty shall have the witness service considered his/her work day. If the employee is excused from further jury service after serving up to a half day, he/she shall return to work at his/her regularly scheduled time.

Article 27 – Military Leave

Section 1.

An employee who participates in active training under the reserve component of the military

establishment shall receive his/her regular pay less any amount received from the United States government incidental to that training, except for travel, housing, and meal allowances and pay for days that were not paid by the City. The training period shall not exceed two weeks in any one federal fiscal year.

Section 2.

An employee who resigns to enter military training or service in the armed forces of the United States or is absent on account of such service shall be granted military leave and shall be reinstated to his/her former position or reasonable equivalent provided that he/she presents proof of his/her honorable discharge or separation; that he/she requests reinstatement within six months of completion of his/her service; that he/she is still qualified to perform the duties of the position; and that the City's circumstances have not changed so as to make it impossible or unreasonable to restore him/her.

Article 28 – Educational Incentive

Section 1.

A full time employee receiving biweekly payments earned as educational incentive prior to December 31, 1974, shall continue to receive the dollar amount of that payment in effect on that date on a biweekly basis.

Section 2.

A full time employee who successfully completes an approved course under the provisions of this section may select either:

- a. A single payment of \$70 for each credit earned; or
- b. Reimbursement for the actual cost of tuition for the approved course up to a maximum of \$130 per credit. The reimbursement is limited to 6 credits per semester.

Section 3. Eligible Courses

In order for a course to be considered eligible for educational incentive pay it must be attended in residence at a college, university or technical college, and listed in the current catalog and class schedule of the school. The program of study must be approved as related to current job duties of the employee or future positions within the employee's department. A course that is not part of an approved program must be related to the employee's current work duties for the City. In addition, the course must be contained within a program of study for which credit is given toward a baccalaureate degree or an associate degree from the college, university or technical college.

Section 4. Administration

- a. Before registering for the course, an employee should submit a written request, on a form provided by the City, to his/her department head. This request should state the value of the course to the City, the relationship of the course to the employee's current position in the City, and if the course is part of an approved program of study.
- b. If the department head approves the course, the request shall be submitted to the City Administrator for his/her approval. The City Administrator's approval must be obtained prior to enrollment in any course for which educational incentive benefits are requested. The City retains the sole right to determine if courses are appropriate for educational incentive benefits.
- c. All courses must be attended on the employee's own time and not during hours which the employee is scheduled for work with the City.

- d. The definition of "credit" shall be the value earned for each semester hour of course work completed (i.e. one credit equals a minimum of fifteen semester hours).
- e. In order to successfully complete a course and receive an educational incentive, the employee must complete the course with a grade of "C" or better, as determined by the institution.
- f. All educational incentive salary earned and paid in accordance with Section 1 of this article shall cease should an employee be appointed to a position the City Administrator has determined to contain as a prerequisite the educational level already attained under this program. When vacancies occur in those positions designated by the City Administrator and announcements are prepared for recruitment, the announcement shall contain a notification that the position is exempt from that portion of the educational incentive program.

Article 29 – Training and Continuing Education

Section 1.

- a. A full time employee who obtains prior approval may attend continuing education courses, training sessions, institutes, workshops, or seminars during his/her normally scheduled hours of work and be considered at work during the period of training.
- b. A full time employee who obtains prior approval to attend training and continuing education sessions during other than regular working hours will be credited at straight time hours worked. An employee shall only receive credit when the training is a specific job assignment of the employee's position as certified by the department head.
- c. The employee must submit a written request to his/her supervisor indicating the topic of the training, and specifying any credit for training time during non-work hours or for reimbursement of fees. Prior approval shall include the written approval of the department head, and City Administrator.
- d. The training program described in this Article is entirely separate from the Educational Incentive program.

Article 30 – Uniforms

Section 1.

The City may require certain employees in the Police and Fire Departments and others to wear a uniform during hours worked. The uniform shall be well maintained, clean and neat in appearance.

Section 2.

The City shall determine the articles of uniform to be worn. The uniform shall be worn only during the employee's normal hours of work, during the time employee travels to and from work, or in other instances authorized by the Chief of the employee's department.

Section 3. Employees in the Police Department

Authorized articles of uniform shall be provided at City expense and replaced if the City determines it is necessary due to normal wear and tear. The City shall not provide or replace uniform shoes, but may require employees to wear shoes of a certain style and color.

Section 4. Fire Inspectors and Fire and Building Code Specialists

- a. Each calendar year, each employee in the above named classifications shall receive a

clothing allowance of \$250. Said allowance shall increase to \$300 in 2003. This allowance shall be used to purchase and maintain department approved uniforms.

b. The City shall provide turnout gear as needed for employees in the above named classifications. Said turnout gear shall be the property of the City.

Article 31 -- Inclement Weather

Section 1.

Unless otherwise directed by the City Administrator, employees are expected to report to work as regularly scheduled in inclement weather. An employee who is unable to report to work or will be delayed because of inclement weather shall notify his/her supervisor as soon as possible.

Section 2.

An employee who is unable to report to work due to the weather will not be paid for hours missed unless the employee is on previously scheduled and approved leave time or such leave is otherwise granted in accordance with applicable contract provisions or existing department policy. An employee may use accumulated vacation, floating holiday, compensatory time, or minus time to be paid for the day. An employee may not "make up" the time except with the approval of the City Administrator.

Section 3.

In the event the City does close some offices during inclement weather, an employee whose office is closed will not be paid for the day. Such employee may use accumulated time off to be paid for the day as set forth in Section 2, above.

Section 4.

An employee who arrives at work late due to inclement weather will be granted credit of up to twelve minutes for time lost. An employee who is released from work early may use accumulated time off to be paid for the time as set forth in Section 2, above.

Article 32 – Maintenance of Benefits

The City will continue the following benefits during the term of this agreement: employee assistance program, employee suggestion program, free parking, stop smoking program, payroll advances, and deferred compensation.

Article 33 – Severability

Section 1.

If any Article or Section of this Agreement 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 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 mutually satisfactory amended substitution for such Article or Section.

Section 2.

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

Article 34 – Term of Agreement

This Agreement shall become effective on January 1, 2008, and remain in full force and effect to and including December 31, 2010, and thereafter shall be considered automatically renewed for successive twelve (12) month periods unless procedures are instituted in accordance with Section 111.70 of the Wisconsin Statutes. In the event said procedures are initiated, negotiations shall be instituted prior to September 15 of any year in which such request for negotiations is filed. In the event the parties do not reach written agreement by the expiration date, the existing Agreement shall be extended until a new agreement is executed.

In Witness Wherefore, the parties hereto have executed this Agreement on this 21 day of January, 2009.

LOCAL 35, OPEIU

CITY OF WAUWATOSA

N/A CLB
Business Manager

Jill Didier
Jill Didier, Mayor

Chris Bennett
Chris Bennett, Union President

Carla A. Ledesma
Carla Ledesma, City Clerk

MEMORANDA OF UNDERSTANDING

The parties agree to extend the following memoranda through December 31, 2010 unless amendments to their provisions, or dissolution, are mutually agreeable to OPEIU, Local 35 and the City of Wauwatosa;

1. MOU relating to the creation of a power shift from 7:00 pm to 3:24 am for Police Desk Clerk and a \$.25/hour shift premium in pay dated 1/23/2006;
2. MOU relating to language changes to Articles VIII- Overtime, Section 6, Article VIII- Overtime, Section 8 and Article XXII, Section 2 relating to Police Desk Clerks dated 1/28/2003;
3. MOU entitled "Addendum to March 28, 2003 Front Desk Clerk Vacation Policy" dated 5/30/2003;
4. MOU relating to calculating seniority and amending Article VI, Section 1(c) dated 11/04/2002;
5. MOU relating to use of Local 35 employees to fill in for temporary vacancies dated 2005;
6. MOU relating to the possibility of providing flexibility in employee work hours and in extending the hours that City Hall offices are open dated 2/14/2002;
7. MOU relating to overtime compensation grandfathering of two full-time library employees, exempting them from Article VIII-Overtime, Section 5(c) dated 2/14/2002;

DATE:

OPEIU

CITY

APPENDIX A – 2008

1. Effective December 31, 2007 full time employees hired before February 7, 1995, shall be placed in the first step of the appropriate pay range below. Employees will progress through the steps set forth in the schedule below until the top step is attained.

2008 Full Time Classifications

Title	Step A	Step B	Step C	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Appraiser I (1)				\$1,575.83	\$1,630.60	\$1,686.76	\$1,742.92	\$1,797.65	\$1,853.85
Appraiser II				\$1,737.17	\$1,797.65	\$1,859.62	\$1,921.55	\$1,982.03	\$2,043.98
Appraiser III				\$1,907.71	\$1,983.49	\$2,049.75	\$2,118.88	\$2,185.17	\$2,252.86
Computer Operator I				\$1,575.83	\$1,630.60	\$1,686.76	\$1,742.92	\$1,797.65	\$1,853.85
Data Entry Operator II	\$1,189.81	\$1,251.74	\$1,318.02	\$1,387.14	\$1,436.12	\$1,485.09	\$1,534.09	\$1,583.04	\$1,632.03
Engineering Tech II				\$1,635.42	\$1,684.48	\$1,737.98	\$1,771.25	\$1,807.21	\$1,843.35
Engineering Tech III				\$1,802.10	\$1,857.82	\$1,899.11	\$1,935.09	\$1,980.35	\$2,019.95
Engineering Tech IV				\$2,111.69	\$2,186.63	\$2,260.09	\$2,334.97	\$2,409.88	\$2,483.33
Fire Inspector				\$1,907.71	\$1,983.49	\$2,049.75	\$2,118.88	\$2,185.17	\$2,252.86
Fire/Bldg Code Specialist				\$1,907.71	\$1,983.49	\$2,049.75	\$2,118.88	\$2,185.17	\$2,252.86
Municipal Clerk I	\$1,097.63	\$1,166.77	\$1,241.67	\$1,320.90	\$1,366.99	\$1,414.50	\$1,462.06	\$1,508.12	\$1,554.25
Municipal Clerk II	\$1,189.81	\$1,251.74	\$1,318.02	\$1,387.13	\$1,436.12	\$1,485.11	\$1,534.09	\$1,583.04	\$1,632.02
Municipal Clerk III (2)	\$1,289.23	\$1,343.93	\$1,398.67	\$1,457.72	\$1,508.12	\$1,559.98	\$1,611.86	\$1,663.74	\$1,715.59
Secretary II	\$1,189.81	\$1,251.74	\$1,318.02	\$1,387.13	\$1,436.12	\$1,485.11	\$1,534.09	\$1,583.04	\$1,632.02
Secretary III	\$1,289.23	\$1,343.93	\$1,398.67	\$1,457.72	\$1,508.12	\$1,559.98	\$1,611.86	\$1,663.74	\$1,715.59

APPENDIX A – 2008

2. Effective December 31, 2007 part time employees hired before February 7, 1995 shall be placed in the first step of the appropriate pay range below. Employees will progress through the steps set forth in the schedule below until the top step is attained.

2008 Part Time Classifications

Title	Step A	Step B	Step C	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Data Entry Operator	\$13.72	\$14.59	\$15.53	\$16.51	\$17.09	\$17.68	\$18.28	\$18.85	\$19.43
Clerical Assistant	\$13.76								
Clerk Messenger	\$13.72			\$17.20					
Circulation Attendant	\$13.72	\$14.07	\$15.01	\$16.51	\$17.09	\$17.68	\$18.28	\$18.85	\$19.43
Serials Clerk	\$12.80			\$13.44					
Shelver	\$7.40								
Switchboard Operator	\$13.72	\$14.59	\$15.53	\$16.51	\$17.09	\$17.68	\$18.29	\$18.85	\$19.43
Tech Services Clerk/Artist	\$15.07			\$15.54					
Technical Services Aide	\$9.02								
Technical Services Ass't	\$16.62			\$17.30	\$18.01				
Court Officer	\$16.06			\$16.76	\$17.44	\$17.44	\$18.10		

APPENDIX A – 2008

3. Effective December 31, 2007 full and part time employees hired after February 7, 1995 shall be placed in the first step of the appropriate pay range listed below. Employees will progress through the steps set forth in the schedule below until the top step is attained.

Title	Step B	Step C	Step 1	Step 2	Step 3	Step 4	Step 5
Full Time							
Data Entry Operator II	\$1,251.74	\$1,318.02	\$1,387.14	\$1,436.12	\$1,485.09	\$1,534.09	\$1,583.04
Municipal Clerk I	\$1,166.77	\$1,241.67	\$1,320.90	\$1,366.99	\$1,414.50	\$1,462.06	\$1,508.12
Municipal Clerk II	\$1,251.74	\$1,318.02	\$1,387.13	\$1,436.12	\$1,485.11	\$1,534.09	\$1,583.04
Municipal Clerk III (2)	\$1,343.93	\$1,398.67	\$1,457.72	\$1,508.12	\$1,559.98	\$1,611.86	\$1,663.74
Secretary II	\$1,251.74	\$1,318.02	\$1,387.13	\$1,436.12	\$1,485.11	\$1,534.09	\$1,583.04
Secretary III	\$1,343.93	\$1,398.67	\$1,457.72	\$1,508.12	\$1,559.98	\$1,611.86	\$1,663.74

*Engineering Tech II and Tech III may be eligible for additional Training and Performance steps at 2.5% each up to a maximum of 3 additional steps. Employees will achieve the additional steps based on the employee's annual review at the City's discretion.

Engineering Tech II and Tech III T & P Wage Scale 2008

Full Time Classification	T & P 1	T & P II	T & P III
Engineering Tech II	\$1,889.43	\$1,936.67	\$1,985.08
Engineering Tech III	\$2,070.45	\$2,122.22	\$2,175.27

APPENDIX B – 2009

1. Effective December 31, 2008 full time employees hired before February 7, 1995, shall be placed in the first step of the appropriate pay range. Employees will progress through the steps set forth in the schedule below until the top step is attained.

2009 Full Time Classifications

Title	Step A	Step B	Step C	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Appraiser I (1)				\$1,619.17	\$1,675.44	\$1,733.15	\$1,790.85	\$1,847.09	\$1,904.83
Appraiser II				\$1,784.94	\$1,847.09	\$1,910.75	\$1,974.40	\$2,036.53	\$2,100.19
Appraiser III				\$1,960.17	\$2,038.04	\$2,106.12	\$2,177.14	\$2,245.26	\$2,314.82
Computer Operator I				\$1,619.17	\$1,675.44	\$1,733.15	\$1,790.85	\$1,847.09	\$1,904.83
Data Entry Operator II*	\$1,222.53	\$1,286.16	\$1,354.26	\$1,425.29	\$1,475.62	\$1,525.93	\$1,576.28	\$1,626.57	\$1,676.91
Engineering Tech II				\$1,680.39	\$1,730.81	\$1,785.77	\$1,819.96	\$1,856.90	\$1,894.05
Engineering Tech III				\$1,651.66	\$1,908.91	\$1,951.33	\$1,988.31	\$2,034.80	\$2,075.50
Engineering Tech IV				\$2,169.76	\$2,246.76	\$2,322.24	\$2,399.18	\$2,476.15	\$2,551.62
Fire Inspector				\$1,960.17	\$2,038.04	\$2,106.12	\$2,177.14	\$2,245.26	\$2,314.82
Fire/Bldg Code Specialist				\$1,960.17	\$2,038.04	\$2,106.12	\$2,177.14	\$2,245.26	\$2,314.82
Municipal Clerk I	\$1,127.81	\$1,198.85	\$1,275.82	\$1,357.22	\$1,404.58	\$1,453.40	\$1,502.27	\$1,549.59	\$1,597.00
Municipal Clerk II	\$1,222.53	\$1,286.16	\$1,354.26	\$1,425.28	\$1,475.62	\$1,525.95	\$1,576.28	\$1,626.57	\$1,676.90
Municipal Clerk III (2)	\$1,324.68	\$1,380.89	\$1,437.13	\$1,497.81	\$1,549.59	\$1,602.88	\$1,656.18	\$1,709.49	\$1,762.77
Secretary II	\$1,222.53	\$1,286.16	\$1,354.26	\$1,425.28	\$1,475.62	\$1,525.95	\$1,576.28	\$1,626.57	\$1,676.90
Secretary III	\$1,324.68	\$1,380.89	\$1,437.13	\$1,497.81	\$1,549.59	\$1,602.88	\$1,656.18	\$1,709.49	\$1,762.77

APPENDIX B – 2009

2. Effective December 31, 2008 part time employees hired before February 7, 1995 shall be placed in the first step of the appropriate pay range listed below. Employees will progress through the steps set forth in the schedule below until the top step is attained.

2009 Part Time Classifications

Title	Step A	Step B	Step C	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Data Entry Operator	\$14.10	\$14.99	\$15.96	\$16.96	\$17.56	\$18.16	\$18.78	\$19.37	\$19.97
Clerical Assistant	\$14.14								
Clerk Messenger	\$14.10	\$17.67							
Circulation Attendant	\$14.10	\$14.73	\$15.70	\$16.71	\$17.56	\$18.16	\$18.78	\$19.37	\$19.97
Serials Clerk	\$13.16	\$13.81							
Shelver	\$7.61								
Switchboard Operator	\$14.10	\$14.99	\$15.96	\$16.96	\$17.56	\$18.16	\$18.79	\$19.37	\$19.97
Tech Services Clerk/Artist	\$15.49	\$15.97							
Technical Services Aide	\$9.27								
Technical Services Ass't	\$17.08	\$17.78	\$18.50						
Court Officer	\$16.50	\$17.22	\$17.92				\$18.60		

APPENDIX B – 2009

3. Effective December 31, 2008 full and part time employees hired after February 7, 1995, shall be placed in the first step of the appropriate pay range below. Employees will progress through the steps set forth in the schedule below until the top step is attained.

Title	Step B	Step C	Step 1	Step 2	Step 3	Step 4	Step 5
Full Time							
Data Entry Operator II	\$1,286.16	\$1,354.26	\$1,425.29	\$1,475.62	\$1,525.93	\$1,576.28	\$1,626.57
Municipal Clerk I	\$1,198.85	\$1,275.82	\$1,357.22	\$1,404.58	\$1,453.40	\$1,502.27	\$1,549.59
Municipal Clerk II	\$1,286.16	\$1,354.26	\$1,425.28	\$1,475.62	\$1,525.95	\$1,576.28	\$1,626.57
Municipal Clerk III (2)	\$1,380.89	\$1,437.13	\$1,497.81	\$1,549.59	\$1,602.88	\$1,656.18	\$1,709.49
Secretary II	\$1,286.16	\$1,354.26	\$1,425.28	\$1,475.62	\$1,525.95	\$1,576.28	\$1,626.57
Secretary III	\$1,380.89	\$1,437.13	\$1,497.81	\$1,549.59	\$1,602.88	\$1,656.18	\$1,709.49

*Engineering Tech II and Tech III may be eligible for additional Training and Performance steps at 2.5% each up to a maximum of 3 additional steps. Employees will achieve the additional steps based on the employee's annual review at the City's discretion.

Engineering Tech II and Tech III T & P Wage Scale 2009

Full Time Classification	T & P 1	T & P II	T & P III
Engineering Tech II	\$1,941.39	\$1,989.93	\$2,039.67
Engineering Tech III	\$2,127.39	\$2,180.58	\$2,235.09

APPENDIX C – 2010

1. Effective December 31, 2009 full time employees, hired before February 7, 1995, shall be placed in the first step of the appropriate pay range. Employees will progress through the steps set forth in the schedule below until the top step is attained.

2010 Full Time Classifications

Title	Step A	Step B	Step C	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Appraiser I (1)				\$1,663.69	\$1,721.51	\$1,780.81	\$1,840.10	\$1,897.89	\$1,957.22
Appraiser II				\$1,834.03	\$1,897.89	\$1,963.30	\$2,028.69	\$2,092.54	\$2,157.94
Appraiser III				\$2,014.08	\$2,094.09	\$2,164.04	\$2,237.02	\$2,307.01	\$2,378.47
Computer Operator I				\$1,663.69	\$1,721.51	\$1,780.81	\$1,840.10	\$1,897.89	\$1,957.22
Data Entry Operator II	\$1,256.15	\$1,321.53	\$1,391.50	\$1,464.48	\$1,516.20	\$1,567.89	\$1,619.62	\$1,671.30	\$1,723.03
Engineering Tech II				\$1,726.60	\$1,778.40	\$1,834.88	\$1,870.01	\$1,907.97	\$1,946.13
Engineering Tech III				\$1,902.58	\$1,961.40	\$2,005.00	\$2,042.98		\$2,132.58
Engineering Tech IV				\$2,229.43	\$2,308.55	\$2,386.11	\$2,465.16	\$2,544.24	\$2,621.79
Fire Inspector Fire/Bldg Code Specialist				\$2,014.08	\$2,094.09	\$2,164.04	\$2,237.02	\$2,307.01	\$2,378.47
Municipal Clerk I	\$1,158.83	\$1,231.82	\$1,310.91	\$1,394.55	\$1,443.21	\$1,493.37	\$1,543.58	\$1,592.21	\$1,640.91
Municipal Clerk II	\$1,256.15	\$1,321.53	\$1,391.50	\$1,464.47	\$1,516.20	\$1,567.91	\$1,619.62	\$1,671.30	\$1,723.02
Municipal Clerk III (2)	\$1,361.11	\$1,418.87	\$1,476.65	\$1,539.00	\$1,592.21	\$1,646.96	\$1,701.73	\$1,756.50	\$1,811.25
Secretary II	\$1,256.15	\$1,321.53	\$1,391.50	\$1,464.47	\$1,516.20	\$1,567.91	\$1,619.62	\$1,671.30	\$1,723.02
Secretary III	\$1,361.11	\$1,418.87	\$1,476.65	\$1,539.00	\$1,592.21	\$1,646.96	\$1,701.73	\$1,756.50	\$1,811.25

APPENDIX C – 2010

2. Effective December 31, 2009 part time employees hired before February 7, 1995 shall be placed in the first step of the appropriate pay range. Employees will progress through the steps set forth in the schedule below until the top step is attained.

2010 Part Time Classifications

Title	Step A	Step B	Step C	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Data Entry Operator	\$14.49	\$15.40	\$16.39	\$17.43	\$18.04	\$18.66	\$19.29	\$19.90	\$20.52
Clerical Assistant				\$14.53					
Clerk Messenger				\$14.49	\$18.16				
Circulation Attendant	\$14.49	\$15.40	\$16.39	\$17.43	\$18.04	\$18.66	\$19.29	\$19.90	\$20.52
Serials Clerk				\$13.52	\$14.19				
Shelver				\$7.82					
Switchboard Operator	\$14.49	\$15.40	\$16.39	\$17.43	\$18.04	\$18.66	\$19.31	\$19.90	\$20.52
Tech Services Clerk/Artist				\$15.91	\$16.41				
Technical Services Aide				\$9.53					
Technical Services Ass't				\$17.55	\$18.27	\$19.01			
Court Officer				\$16.95	\$17.69	\$18.41	\$19.11		

APPENDIX C – 2010

3. Effective December 31, 2009 full and part time employees hired after February 7, 1995 shall be placed in the first step of the appropriate pay range below. Employees will progress through the steps set forth in the schedule below until the top step is attained.

Title	Step B	Step C	Step 1	Step 2	Step 3	Step 4	Step 5
Full Time							
Data Entry Operator II	\$1,321.53	\$1,391.50	\$1,464.48	\$1,516.20	\$1,567.89	\$1,619.62	\$1,671.30
Municipal Clerk I	\$1,231.82	\$1,310.91	\$1,394.55	\$1,443.21	\$1,493.37	\$1,543.58	\$1,592.21
Municipal Clerk II	\$1,321.53	\$1,391.50	\$1,464.47	\$1,516.20	\$1,567.91	\$1,619.62	\$1,671.30
Municipal Clerk III (2)	\$1,418.87	\$1,476.65	\$1,539.00	\$1,592.21	\$1,646.96	\$1,701.73	\$1,756.50
Secretary II	\$1,321.53	\$1,391.50	\$1,464.47	\$1,516.20	\$1,567.91	\$1,619.62	\$1,671.30
Secretary III	\$1,418.87	\$1,476.65	\$1,539.00	\$1,592.21	\$1,646.96	\$1,701.73	\$1,756.50

*Engineering Tech II and Tech III may be eligible for additional Training and Performance steps at 2.5% each up to a maximum of 3 additional steps. Employees will achieve the additional steps based on the employee's annual review at the City's discretion.

Engineering Tech II and Tech III T & P Wage Scale 2010

Full Time Classification	T & P 1	T & P II	T & P III
Engineering Tech II	\$1,994.78	\$2,044.65	\$2,095.77
Engineering Tech III	\$2,185.89	\$2,240.55	\$2,296.56

January 28, 2003
Memorandum of Understanding
Between
Local 35, Office and Professional Employees International Union
And
The City of Wauwatosa

The City of Wauwatosa and Local 35, of the Office and Professional Employees International Union hereby agree to the following language that shall become part of Article VIII – Overtime, Section 6 and shall apply to Part Time Desk Clerks in the Police Department.

- e. Part time Desk Clerks in the Police Department shall be compensated at straight time for time worked on a Saturday, Sunday or holiday unless the employee works in excess of 8.4 hours per day of forty (40) hours per week.
- f. Part time Desk Clerks will be scheduled to fill known vacancies (regular days off, overtime off days, vacations, holidays and any days covered by a leave of absence) prior to such days being offered to full time desk clerks or other qualified members of OPEIU, Local 35, employed at the Police Department.

Article VIII – Overtime, Section 8 shall be amended as follows.

- a. If the Chief or his/her designee determines it is necessary to call in a full time desk clerk, other OPEIU, Local 35 member, or part time desk clerk to work, the order in which employees are called to work shall be determined by rosters maintained by the Union. Except in unusual circumstances, if an employee will be paid overtime when he/she is called in to work, the following order will be followed:

Hours will first be offered to full time Desk Clerks

If none of the Desk Clerks accept the hours, the hours will be offered to other members of OPEIU Local 35 and Part Time Desk Clerks employed in the Police Department. If none of the full time Desk Clerks, other members of OPEIU Local 35 employed in the Police Department, or part time Desk Clerks accept the hours, the hours will be offered to members of other city of Wauwatosa bargaining units within the Police Department. Separate rosters will be maintained for full time Desk Clerks; other qualified OPEIU Local 35 members employed in the Police Department and part time Desk Clerks.

- b. If the City cannot meet its staffing needs by means of the roster, the City, at its discretion, may order in a part time Desk Clerk. If a part time Desk Clerk is not available, the City, at its discretion, may require an employee to remain at work beyond the end of his/her shift or to report to work before the scheduled start of his/her shift.

Addendum to March 28, 2003 Front Desk Clerk Vacation Policy

On March 28, 2003, Lt. Reit issued a revised vacation policy allowing only one desk clerk to take vacation on any specific date. Overtime to provide coverage for the desk clerk on vacation will be assigned in accordance with Article VIII, Section 8 and the January 28, 2003 Memorandum of Understanding regarding Part Time Desk Clerks.

In an effort to provide additional vacation time off to the Desk Clerks and allow more than one Clerk on vacation at a time, the following addendums will apply only when more than one Desk Clerk has requested vacation for a specific date.

1. First Shift – Monday through Friday. Generally, day shift clerical or records clerks may, if the workload allows for substitution, fill in for first shift desk clerks who request vacation in accordance with established vacation policies.
2. The City, OPEIU Local 35 and the Dispatcher's Union have agreed that part time Dispatchers (paid at straight time rates) may fill in when more than one Desk Clerk is on vacation or when a Desk Clerk schedules an extra off in advance.
3. Providing circumstances permit, at agreed upon times, shifts may be covered with one Desk Clerk and an officer working at straight time rates, to fill in, if available.
4. To cover vacations requested in accordance with established vacation policies during Sundays and holiday periods, clerical and records department employees may work the available hours at the appropriate rates.

For the City

For OPEIU Local 35

Date: May 30, 2003

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF WAUWATOSA

AND

LOCAL 35, OPEIU

The parties agree to the following:

In order to calculate the seniority date for the members of this bargaining unit, the data kept by the Wisconsin Retirement System will be utilized. The City of Wauwatosa normally receives this data during April of each year. Following the receipt of this data, the provisions of Article VI -- Seniority; Section 1(c) will be applied. The seniority date will be recalculated for any member who has changed from part time status to full time status during the previous year. This calculation will result in the establishment of a new seniority date for those members that have moved into a full time position.

The recalculation of the seniority date for those employees who have previously moved from part time status to full time status will be made upon the receipt of the data from the WRS in 2002. The City of Wauwatosa will perform the recalculation, create the new seniority dates and share all of the data used with the union for verification.

City of Wauwatosa

Local 35

/s/ Thomas Wontorek

/s/ Judy Burnick

Date: _____

Judy Burnick
11/4/02

MEMORANDUM OF UNDERSTANDING
Relating to use of Local 35 Employees to fill in for temporary vacancies
Between
Local 35, Office and Professional Employees International Union
And
The City of Wauwatosa

WHEREAS, the City needs employees from time to time to fill in for vacancies until the position is permanently filled and also to increase staffing levels on a temporary basis;

WHEREAS, some part-time members of the bargaining unit may want to work additional hours;

NOW, THEREFORE, the parties agree as follows:

1. The City may offer part-time members of Local 35 the opportunity to fill in for temporary vacancies until the position is permanently filled or to increase staffing levels on a temporary basis;
2. The City has the discretion to determine which employees are qualified for the particular additional work and has no obligation to offer additional work to employees who are not qualified;
3. The City has no obligation to offer additional work to members of Local 35 if its needs can be better met with other staffing options. (For example, the City may offer the work to a former employee or some other person who is particularly qualified for the work);
4. Subject to 1-3 above, the City will offer hours on seniority basis and continue down the list until its staffing needs are met or until the list is exhausted at which time its obligations under the agreement cease as relates to that opening;
5. By entering into this agreement the City specifically does not waive its right to use temporary employees. The Union agrees that it cannot attempt to use this agreement to establish a past practice of use of members of Local 35 to fill in on a temporary basis;
6. If a member of Local 35 accepts additional hours under this agreement they shall not work more than 40 hours in a week or otherwise work enough to qualify for overtime or full-time benefits;

7. A member of Local 35 who works additional hours pursuant to this agreement will accrue part-time benefits for those hours. Vacation hours accrued while working additional hours under this agreement will be paid for by the Department for which the employee is filling in for and not the Department for which he/she normally works. Such vacation hours will be paid out on or about March 1 of each year.

9. Either party can terminate this agreement upon reasonable notice.

Local 35

City of Wauwatosa

Date

Date

MEMORANDUM OF UNDERSTANDING

Whereas the City of Wauwatosa and Local 35, OPEIU are interested and willing to pursue the possibility of providing flexibility in employee work hours and in extending the hours that the City Hall offices are open to the public, and

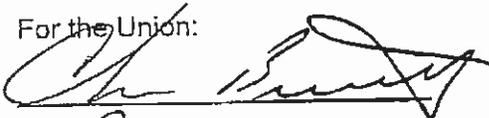
Whereas both parties are interested in making sure that whatever system is developed, that it will work well in all offices.

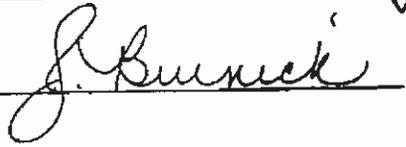
Now, therefore be it agreed as follows:

1. That within 30 days of the signing of the ratified contract between Local 35 and the City of Wauwatosa, the department director and the employees in the department shall meet to discuss how the following elements will be applied in their work office:
 - a. Adequate staffing to serve the public between 7:30 AM and 5:00 PM,
 - b. Adequate staffing to serve the public during lunch periods, including an hour or ½ hour lunch,
 - c. Frequency of any individual changes to the employee work schedule,
 - d. The recommended effective date of implementation,
 - e. Conflicts regarding individual employee work schedule to be resolved by mutual agreement or seniority.
2. That each Department Director shall submit to the City Administrator how the department will apply the principles outlined in (1) above.
3. That the City Administrator and representatives of OPEIU shall review and mutually approve the implementation steps to effect this agreement.
4. That in the event mutual agreement as to the implementation steps is not achieved, the current work schedule shall remain in effect.

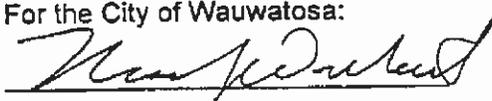
Dated this 14th day of February, 2002.

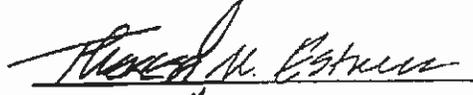
For the Union:

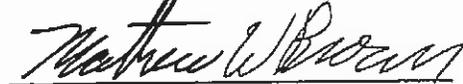




For the City of Wauwatosa:







MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF WAUWATOSA

AND

LOCAL 35, OPEIU

The parties agree to the following:

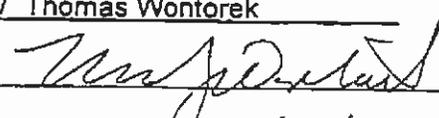
It is understood that the two full time employees in the Library on the execution date of the labor agreement will continue to be compensated in compensatory time off at the rate of time and one half for all hours worked on a Saturday and double time for all hours worked on a Sunday. They do not participate in the pay out of overtime as set forth in Article VIII - Overtime, Section 5 c. This agreement will remain in effect for these two employees as long as they remain in the same position. An employee hired for a full time represented position in the Library after the execution date of the labor agreement shall be compensated for overtime worked as set forth in Section 3 of the Overtime provisions contained herein.

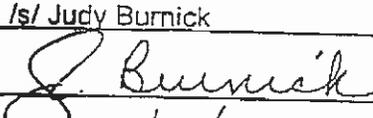
City of Wauwatosa

Local 35

/s/ Thomas Wontorek

/s/ Judy Burnick


Date: 2/14/02


Date: 2/14/02