

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

FOR THE PERIOD

November 9, 2010 TO DECEMBER 31, 2012

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2010-2012 AGREEMENT

CITY OF MADISON AND

DANE COUNTY, WISCONSIN MUNICIPAL EMPLOYEES,
LOCAL 60, AFSCME, AFL CIO
LIBRARY PAGES

THIS AGREEMENT, made and entered into at Madison, Wisconsin, pursuant to the provisions of Section 111.70 Wisconsin Statutes, by and between the City of Madison, a municipal corporation, as municipal Employer, hereinafter referred to as "CITY" or as "EMPLOYER", and Dane County, Wisconsin Municipal Employees, Local 60, AFSCME, AFL-CIO, Library Pages, hereinafter referred to as "UNION" or "EMPLOYEES";

WITNESSETH:

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

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

WHEREAS, it is intended by the parties hereto that the Employer-employee relationship which exists now and has heretofore existed by and between the City and members of the Union who are employed by the City, shall continue to be the same in the event this Agreement is terminated or by virtue of its terms becomes terminated. The Union recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consonant with its obligations to the employees it represents; and,

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

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

ARTICLE I CONSIDERATION OF AGREEMENT

- A. Consideration: The consideration for the execution of this binding Agreement is the covenants mutually expressed herein and arrived at by the parties hereto.
- B. Non-Discrimination: The parties agree that their respective policies will not violate the rights or discriminate against any employees covered by this Agreement because of sex, creed, color, age, national origin, sexual orientation, disability, Union or non-Union affiliation in the application or interpretation of the provisions of this Agreement.
- C. No Verbal Statement: The following constitutes an entire Agreement between the parties and no verbal statement shall supersede any of its provisions.
- D. Conflicting Ordinances and Resolutions: The terms and conditions of this Agreement shall supersede Ordinances and Resolutions wherein there is a conflict with the terms of this Agreement. This Agreement shall be adopted by City Resolution and City Ordinance.

ARTICLE II NEGOTIATIONS

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

ARTICLE III RECOGNITION AND UNIT OF REPRESENTATION

- A. Recognition: The City recognizes the Union as the exclusive bargaining agent for all employees occupying the position classifications listed on Appendix A for the purpose of engaging in conferences and negotiations with the City with respect to wages, hours and conditions of employment.
- B. Unit of Representation: The Employer agrees to provide the Union with written notice prior to submission of any proposed new job title within the Departments or Divisions listed in Appendix A, exclusive of managerial, supervisory and/or confidential positions. This notice shall be provided no later than seven (7) calendar days prior to the Personnel Board meeting.

ARTICLE IV UNION ACTIVITY

Limitations upon union activity:

- A. Union meetings shall not be held on City time.
- B. Union officers shall conduct Union business off the job as much as is reasonably possible. This provision shall not, however, preclude Union officers or stewards from

engaging in the following activities during regular working hours without loss of regular wages and provided they have given prior notice to their respective supervisors and their absence will not unduly disrupt operations:

1. Posting Union notices;
2. Meeting with an aggrieved employee(s) for reasonable periods of time for the purpose of investigating grievances;
3. Meeting with staff representatives of the Wisconsin Council of County and Municipal Employees or AFSCME for reasonable periods of time for the purpose of discussing grievances or contract administration.

Except as otherwise set forth in this Agreement, all time spent on Union business during regular working hours is prohibited unless prior authorization for such Union business is obtained from the employee's supervisor.

C. Dues Deduction - Fair Share:

1. The City agrees to deduct biweekly or monthly, as certified by the Union, membership dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the City by the Officers of the Union and the aggregate deduction shall be remitted to the Treasurer of the Union. The City shall be saved harmless in the event of any legal controversy with regard to the application of this provision.
2. The City agrees to deduct, biweekly or monthly, as certified by the Union, a sum (fee) from the pay of employees within the bargaining unit as their proportionate share of the cost of the collective bargaining process and contract administration. Such amount deducted shall in no instance exceed the regular dues uniformly required of all members of the unit as certified by the Officers of the Union.

In the event that an employee shall not have sufficient earnings due him/her during the pay period when dues or fees are normally withheld to equal or exceed the amount of the certified deduction, no dues or fees shall be withheld and the City shall have no obligation to subsequently withhold dues or fees that may have been due for that pay period.

The provision of this clause shall be subject to the duty of the Wisconsin Employment Relations Commission.

P.E.O.P.L.E. Deductions: Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union, the Employer will deduct from the pay to such employees, those P.E.O.P.L.E. contributions authorized by the employee.

The parties agree that such deduction shall be used for federal elective offices only. If voluntary P.E.O.P.L.E. contributions referred to herein are used in conjunction with Wisconsin state or local elective offices, the Employer may discontinue P.E.O.P.L.E. deductions with thirty (30) calendar days written notice to AFSCME, AFL-CIO and Local 60.

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

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

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

ARTICLE V MANAGEMENT RIGHTS

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

These Management Rights include, but are not limited to, the following:

- A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible; to manage and direct the employees of the City; to hire, schedule, promote, transfer, assign, train, or retain employees in positions within the City; to suspend, demote, discharge, or take other appropriate action against the employees.
- B. To determine the size and composition of the workforce, to eliminate or discontinue any job or classification and to layoff employees.
- C. To determine the mission of the City and the methods and means necessary to efficiently fulfill that mission including: The transfer, alteration, curtailment, or discontinuance of any goods or services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment for the production of goods or the performance of services; the utilization of students, and/or temporary, provisional, or military leave replacement employees.
- D. The City has the right to schedule overtime as required in the manner most advantageous to the City and consistent with the requirements of municipal employment in public interest and consistent with the requirements of this agreement.
- E. It is further understood and agreed that all expenditures or compensation to be paid employees in accordance with this Agreement must first meet the requirements and procedures required by law and the provisions of the Madison General Ordinances and the Wisconsin Statutes.
- F. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- G. Contracting and Subcontracting: The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City including the exercise of said contracting and subcontracting rights.

- H. Should the City find it desirable to transfer the operation of any department or division to another government agency, the City shall consider the impact of such transfer on its employees and shall notify the Union of such contemplated action. The parties shall meet and confer regarding the impact of such transfers on employees.
- I. The obligations of the City as expressed or intended by the Wisconsin Statutes dealing with adoption of the municipal budget. The obligations and jurisdiction of the City, its officers, boards, committees or commissions.
- J. The City retains the right to establish responsible work rules and rules of conduct. Any dispute with respect to these work rules shall not in any way be subject to arbitration of any kind, but any dispute with respect to reasonableness of the application of said rules may be subject to the grievance procedure as set forth in Article VI of this Agreement.

ARTICLE VI GRIEVANCE AND ARBITRATION PROCEDURE

A. Grievance Procedure:

1. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions set forth below.
2. General Grievances - Employer grievances or Union grievances involving the general interpretation, application, or compliance with this Agreement may be initiated with Step Two of this procedure.
3. Union officers or stewards may confer with Employer representatives on grievances filed pursuant to this section without loss of pay. However, the number of such Union officers or stewards shall be limited to one (1) at Step One and two (2) at Step Two unless another number is mutually agreed upon by the parties.
4. All grievances must be submitted in writing on the Employee Contract Grievance Report form within thirty (30) calendar days of the event giving rise to the grievance; otherwise the right to file a grievance is forfeited and no grievance is deemed to exist. Time limits set forth in the grievance procedure, with the exception of the initial time limit on the filing of grievances, shall be exclusive of Saturdays, Sundays, and Holidays, and the time limits for processing grievances from one step in the procedure to another may be extended upon mutual agreement of the parties. All grievances shall be subject to the following procedure.
5. The parties shall meet monthly to discuss grievances and matters of concern to either party. The parties shall attempt to notify each other of such matters at least one (1) week prior to the meeting.

Step One: If an employee has a grievance, said grievance shall be reduced to writing and presented to the employee's immediate supervisor on a form attached hereto and made a part thereof as Appendix H

and a copy sent to Labor Relations. Within ten (10) days of receipt of the grievance, the supervisor shall meet with the grievant(s) and a Union representative(s) to discuss the grievance. Within five (5) days following the date of said meeting, the supervisor shall furnish the employee with a written answer to the grievance, a copy of which shall be forwarded to the designated Union representative and to the Labor Relations Manager.

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

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

B. Final and Binding Arbitration:

1. Arbitration may be resorted to only when issues arise between the parties hereto with reference to interpretation, application or enforcement of the provisions of this Agreement.
2. Any dispute which shall be determined by the arbitrator to be non-grievable, shall be appealable under the provisions of Chapter Three of the Madison General Ordinances.
3. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator at the earliest date after completion of the hearing.
4. No item or issue may be the subject of arbitration, unless such arbitration is formally requested with the Wisconsin Employment Relations Commission within thirty (30) days following the filing of a Written Response required by Step Two or the due date therefore. This provision is one of limitation, and no award of any arbitrator may be retroactive for a period greater than thirty (30) days prior to the presentation of the grievance in Step One as herein provided or the date of occurrence, whichever is later.

5. Final and binding arbitration may be initiated by either party serving upon the other party a notice in writing of the intent to proceed to arbitration. Said notice shall identify the Agreement provision, the grievance or grievances, the department and the employees involved. Unless the parties can, within five (5) working days following the receipt of such written notice, agree upon the selection of an arbitrator, either party may in writing request the Wisconsin Employment Relations Commission to submit a list of five (5) arbitrators to both parties.
6. The parties shall within five (5) working days upon receipt of said list meet for the purpose of selecting the arbitrator by alternatively striking names from said list until one (1) name remains. Such person shall then become arbitrator.
7. Either party may within five (5) working days of receipt of said list, notify the other party and the Wisconsin Employment Relations Commission of their intent to reject the entire list submitted by the Wisconsin Employment Relations Commission. The Wisconsin Employment Relations Commission shall submit a new list which shall not duplicate the original list upon receipt of such notice. The option to reject the list may only be exercised by each party once per grievance.
8. Unless the parties select an arbitrator and schedule the arbitration hearing within six (6) months of the date the last panel was submitted to the parties by the Wisconsin Employment Relations Commission, the grievance shall be considered moot. This provision shall not be construed to mean that the arbitration hearing date must actually fall within said six (6) month period. If either party raises a question concerning substantive arbitrability, this provision shall remain inoperative until such time as the question of arbitrability is resolved.
9. The arbitrator shall neither add to nor detract from nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to change wage rates or salary schedules attached hereto.
10. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.
11. The fees and expenses for the arbitrator's services shall be borne equally by both parties. The grieving employee(s) and not more than one (1) Union representative may be present at the arbitration hearing without loss of regular wages if the hearing is scheduled during said employee's regularly scheduled hours of work. Furthermore, not more than five (5) employees called by the Union to appear at a grievance arbitration hearing may appear without loss of regular wages if the hearing is scheduled during said employee's regularly scheduled hours of work and providing the employee testifies. In the event the parties reach a mutually agreeable settlement of a grievance during the course of a grievance arbitration hearing, not more than five (5) employees called by the Union to testify at the hearing may appear without loss of pay even if they do not give testimony. Expenses relating to the obtaining of depositions shall be borne by the party at whose request such depositions are required.

12. The arbitrator so selected shall hold a hearing at Madison, Wisconsin, at a time and place convenient to the parties at the earliest possible date following the notification of a selection. The arbitrator shall take such evidence as in his/her judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties, and witnesses may be called. The arbitrator shall have initial authority to determine whether or not the dispute is procedurally arbitrable under the express terms of this agreement. Once it is determined that the dispute is procedurally arbitrable, the arbitrator shall proceed in accordance with this article to determine the merits of the dispute submitted to arbitration in accordance with the applicable sections of Chapter 788 of the Wisconsin Statutes, where not in conflict with the Agreement.
13. Expedited Arbitration: The parties desire that the arbitration process results in the timely resolution of their disputes. Whenever appropriate, and upon their mutual agreement on a case by case basis, the parties shall utilize an expedited arbitration procedure. Said procedure shall generally follow the guidelines recommended by the American Arbitration Association, consistent with the provisions of this Article.

ARTICLE VII NO STRIKE NO LOCKOUT

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

ARTICLE VIII WAGES, HOURS, AND CONDITIONS OF EMPLOYMENT

- A. Compensation: Employees shall be compensated in accordance with the applicable Salary Schedules, attached hereto and made a part hereof. (Appendix A)
- B. Overtime: Employees will receive overtime in accordance with the Fair Labor Standard Act.
- C. Wisconsin Retirement Fund: The City shall pay to the Wisconsin Retirement System 100% of the required employer contribution.
- D. Unemployment Compensation: The Employer will continue to provide Unemployment Compensation in accordance with State Statutes.

- E. Worker's Compensation: In the event any employee covered by the terms of this Contract is entitled to receive compensation for temporary total disability in accordance with the provisions of Chapter 102, Wisconsin Statutes.
- F. Holidays: Employees shall receive holiday benefits only if they work the scheduled work day prior to and after the holiday unless their absence prior to and after the holiday is approved in writing by the Employer. Such benefits shall, at the option of the Employer, be either time off with pay on the day of the holiday or if employees are required to work on the holiday, they shall be compensated at the rate of straight time for hours worked plus, at the Employer's option, either holiday pay or compensatory time off. If the Employer chooses to pay compensatory time, said day off shall be at a mutually agreeable time. For the purposes of this provision, i.e., holiday benefits, eligible hourly employees shall receive identical benefits for the day after Thanksgiving, which is a paid leave day for permanent employees.
- G. Benefits and Seniority upon Conversion to Permanent Status: In the event that an employee obtains permanent status outside of the bargaining unit without an interruption of work, then:
- a. Sick Leave and Vacation: Such employee shall upon completion of probation, if one is served, receive one-half (1/2) day sick leave for each eighty (80) hours worked and one (1) day of vacation leave for each 208 hours worked from the earliest date of employment followed by uninterrupted work. If the position is obtained through a non-competitive process, then such benefits shall be limited to the earliest date of uninterrupted employment with the City but no more than the past four (4) years.
 - b. Seniority: Such employee upon completion of probation, if one is served, shall have his/her seniority and longevity credit date established by dividing the total number of hours worked from the first date of employment followed by uninterrupted work by the normal daily hours rounded up to the nearest full day. (Example: an hourly employee worked five (5) hours per week for 52 weeks. 5 hours x 52 weeks = 260 total hours worked. 260 hours divided by 8 hours = 32.5 days. This employee's seniority and longevity credit date would be established at 33 work days prior to the employee's date of appointment to permanent status.)
 - c. Probation and base salary increases shall be related to the date of permanent appointment.
 - d. For the purposes of Section G, an interruption of work is defined as a period of time exceeding six (6) pay periods.
- H. Employees shall receive sick leave in accordance with all other Local 60 seasonal/hourly employees.
- I. Americans With Disabilities Act: The parties will exert reasonable effort to comply with the requirements of the Americans with Disabilities Act and other statutes related to disabled employees of the City, whether or not such employees are members of the AFSCME, AFL-CIO, Local 60 bargaining unit. Any dispute related to the interpretation or application of the various statutes shall be resolved in accordance with the statutory dispute resolution procedures and will not be subject to the grievance and arbitration process of this Agreement.

- J. Bus Pass: A bus pass will be provided at a reduced rate in accordance with Madison General Ordinance for unrepresented employees.

ARTICLE IX AUTHORITY

- A. Agreement on Behalf of the Union: The Union hereby and herewith covenants, agrees, and represents to the City that the Union is duly authorized and empowered to covenant for and on behalf of all members in its bargaining unit and represents that it and its members will faithfully and diligently abide by and be strictly bound to all of the provisions of this Agreement as herein set forth. The parties agree that in conferences and negotiations, the Union will represent all employees in the bargaining unit.
- B. Agreement on Behalf of the City: The City hereby and herewith covenants, agrees, and represents to the Union that the City is duly authorized and empowered to covenant for and on behalf of the City and represents that the City will faithfully and diligently abide by and be strictly bound by all the provisions of this Agreement as hereinafter set forth.
- C. Aid to Construction of Provisions of Agreement: It is intended by the parties hereto that the provisions of this Agreement shall be in harmony with the duties, obligations and responsibilities which by law devolve upon the Common Council and these provisions shall be applied in such manner as to preclude a construction thereof which will result in an unlawful delegation of power unilaterally devolving upon the Common Council.
- D. Savings Clause: If any Article or Section of this Agreement or any Addenda thereto should be held invalid by operation of law by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
- E. Other Rights Reserved: Notwithstanding any other provision of this Agreement to the contrary, the City and the Union reserve the right to enforce any other legal rights to which they either by law or equity are entitled.
- F. Notices: All written notices sent by the Union to the City shall be directed to the Labor Relations Manager. All written notices sent by the City to the Union shall be directed to the local Union Secretary and the designated Union Representative.
- G. Duration of Agreement: This Agreement shall be effective as of January 1, 2010 and shall remain in full force and effect through the 31st day of December, 2012.

ARTICLE X
DURATION OF AGREEMENT

This Agreement shall be effective as of October 26, 2010, and shall remain in full force and effect until its expiration date, December 31, 2012.

Dated at Madison, Wisconsin, on this _____ day of _____, 2011.

CITY OF MADISON

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

MAYOR

PRESIDENT

COMPTROLLER

SECRETARY, LOCAL UNION

CITY CLERK

CHAIRPERSON, BARGAINING COMMITTEE

LABOR RELATIONS MANAGER

SECRETARY, BARGAINING COMMITTEE

Approved as to form only, on this _____ day of _____, 2011.

CITY ATTORNEY

APPENDIX A
POSITIONS

CLASSIFICATION	11/09/2010	12/11/2011	12/09/2012
LIBRARY PAGE 1	\$11.66	\$12.01	\$12.25
LIBRARY PAGE 2	\$11.66	\$12.01	\$12.25