AGREEMENT

This Agreement is made pursuant to Section 111.70 of the State of Wisconsin Statutes, between the City of Cedarburg, Wisconsin, hereinafter referred to as the "Library", and the Cedarburg Public Library Employees’ Association, Local 806, of the Labor Association of Wisconsin, Inc., hereinafter referred to as the "Association."

article I - recognition

1.01: The Library hereby recognizes the Association as the exclusive bargaining agent for all regular full-time and regular part-time employees of the City of Cedarburg Public Library, which includes the following classes: Associate Librarian, Assistant Librarians, Aides and Pages, excluding supervisory, managerial, confidential and professional employees, pursuant to WERC Decision No. 27219-A, May 19, 1992, for the purpose of bargaining collectively on all matters pertaining to wages, hours, and working conditions.

1.02: The Association shall be represented in all such bargaining or negotiations with the Library by such persons or committees as the Association may deem advisable.

article ii - definitions

2.01: Full-Time Employee: An employee who is assigned a schedule of hours totaling 2,080 hours, or more, per year.

2.02: Regular Part-Time Employee: An employee who is regularly scheduled to work less than forty (40) hours per week for a total of more than six-hundred (600) hours during the calendar year but less than 2,080. Part-time employees shall receive pro-rated benefits as set forth in Article VI, of this Agreement.

article iii - management rights

3.01: The Association recognizes the prerogatives of the Library to operate and manage its affairs in all respects in accordance with its responsibility and in the manner provided by law, and the powers or authority which the Library has not specifically abridged, delegated, or modified by other provisions of this Agreement are retained exclusively by the Library. Such powers and authority, in general, include, but are not limited to the following:

A. To determine its general business practices and policies and to utilize personnel, methods, and means in the most appropriate, efficient, and flexible manner possible.

B. To manage and direct the employees of the Library to make assignment of jobs, to determine the size and composition of the work force, to determine the work to be performed by the work force and each employee and to determine the competence and qualifications of the employees.
C. To utilize temporary, provisional, part-time, or seasonal employees when deemed necessary. All full-time employees on temporary lay-off must be utilized first.

D. To hire, promote, transfer, and lay off employees and to make promotion to supervisory positions.

E. To suspend, demote, or discharge employees for just cause.

F. To establish or alter the number of shifts, hours of work, work schedules, and methods.

G. To schedule overtime work when required, in a manner most advantageous to the Library.

H. To create new positions or departments and to introduce new or improved operations or work practices and to permanently, or temporarily terminate, consolidate, transfer, or modify existing positions, departments, operations, or work practices.

I. To make rules and regulations for the conduct of its business and of its employees.

J. The right to subcontract, so long as no bargaining unit employee is laid off and/or loses any regularly scheduled hours of work.

article iv - fair share agreement

4.01: Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constitution and bylaws. No employee will be denied membership for any reason. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Association has denied an employee membership because of discrimination or any other reason determined valid by the Commission.

4.02: The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally, and therefore, all employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration.

4.03: The Association agrees that it will only certify those amounts which it may reasonably collect as the cost of collective bargaining and contract administration. The Association agrees that it will comply with all court decisions and relevant administrative agency decisions regarding the amounts they will certify.

4.04: Deductions: The Library agrees that on the first paycheck of every month it will deduct from the earnings of all employees in the collective bargaining unit covered by this Agreement,
the amount of money certified by the Association as being the monthly fair share fee uniformly required of all employees. Changes in the amount of the fair share fee to be deducted shall be certified by the Association within thirty (30) days before the effective date of the change. Deductions shall be made each month, and the total of such deductions shall be paid to the Association. New employees shall be required to pay fair share on the first paycheck in the month following thirty (30) calendar days of employment. Upon expiration of this Agreement, and until a successor agreement is bargained between the parties, the Library agrees to continue all fair share deductions and remit same to the Association.

4.05: Hold Harmless: The Library shall not be liable to the Association, employees or any party by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual fair share deductions from the employee’s wages earned. The collective bargaining representative shall indemnify and save the Library harmless against claims or lawsuits against the Library that arise out of the Library’s compliance with this fair share agreement.

4.06: Disputes: The Association shall provide employees who are not members of the Association with an impartial mechanism within the Association which is consistent with the requirements of the state and federal laws and which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, any monies to which they are entitled. To the extent required by state and federal laws, the Association will place in an interest-bearing escrow account any disputed fair share amounts.

article v - grievance procedure

5.01: Any individual member of the bargaining unit, or the Association, having a grievance concerning any provision of this Agreement shall process the grievance in the following manner:

A. First Step: The grievant and/or the Association representative shall serve the Library Director within ten (10) working days of the date of the incident leading to the grievance, or within ten (10) working days of the grievant’s knowledge of the incident, with a written copy of the grievance. The Library Director shall respond in writing within ten (10) working days thereafter to the grievant and the Association representative.

B. Second Step: If the grievance is not settled at the First Step, the grievant and/or the Association representative shall submit the written grievance to the Library Board within five (5) working days of receipt of the Library Director’s response. The Board shall respond in writing within ten (10) working days thereafter to the grievant and the Association representative.

C. Arbitration: If the grievance is not settled at the Second Step, either party may submit the written grievance to final and binding
arbitration by serving the other party with written notice of its intent within **five (5) working days** of receipt of the Library Board’s response. Either party may request, in writing, that the Wisconsin Employment Relations Commission appoint a member of its staff as sole arbitrator in the matter.

5.02: Decision of the Arbitrator: The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall neither add to, detract from, or modify the language of this Agreement.

5.03: Expenses: All expenses of the Arbitrator, if any, shall be borne equally by the parties. If a transcript is requested of the hearing, the party requesting the transcript shall pay all expenses, and provide the Arbitrator with a copy, unless both parties want a copy in which case the cost shall be split.

5.04: Contents of the Grievance: The written grievance shall contain the name of the grievant, contract provision that are alleged to have been violated, the issue or issues involved, any related facts, and the remedy requested by the grievant. It shall also contain the date of the alleged incident leading to the grievance, and the date the grievance is filed.

5.05: Time Limits: Working days, as set forth in the steps of the grievance procedure, shall be Monday through Friday, exclusive of Saturday, Sunday and holidays. All time limits for appeal at each step of the grievance procedure shall be observed by the grievant and/or the Association representative, and if the grievance is not filed or appealed in the specified time limits, the grievance shall be considered dropped, and shall have no precedent effect on either party. If the Library’s representatives fail to respond within the specific time limits set forth in this Article, the grievance shall be considered denied, and the grievant and/or the Association representative may appeal the grievance to the next step. This section, however, shall not preclude the parties from extending the time limits by mutual written agreement of both.

5.06: Employee Attendance at Meetings and Hearings: Employees who are required to attend any of the meetings and/or hearings which may be required pursuant to this Article shall be excused from work without loss of pay to attend such meetings and/or hearings, if such are scheduled during their regular work hours, provided, however, that only one Association representative shall be so excused for any one meeting and/or hearing.

5.07: Attorneys Fees: Any and all attorney representative fees which may result from proceedings had under this Article shall be borne exclusively by the party incurring such expense.

**article vi - part-time employee benefits**

6.01: Regular Part-time employees as defined under Section 2.02 of this Agreement, shall receive the following benefits on a pro-rated basis: **Sick Leave; Vacation; Holiday; Bereavement Leave, and Longevity**. All other article sections of this Agreement shall apply in full to part-time employees unless noted.
article vii - hours per week

7.01 Workday Defined: The standard workday for full-time employees shall consist of eight (8) hours per day.

7.02: Workweek Defined: The standard workweek for full-time employees shall consist of forty (40) hours, Monday through Saturday.

7.03: Schedule: The work schedule for employees covered by this Agreement shall be posted a minimum of two (2) weeks in advance with the understanding that unforeseen and/or emergency circumstances may result in a schedule change.

7.04: Sunday Work: If an employee is scheduled to work Sundays the employee shall be compensated for all hours worked at the employee’s time and one-half (1-1/2) rate of pay.

7.05: Lunch Breaks: Employees who work an eight (8) hour shift shall receive a thirty (30) minute duty free lunch.

7.06: Rest Breaks: All employees who work seven (7) hours or more, shall be entitled to two (2) fifteen (15) minute paid breaks. Break periods shall be taken at a time which is mutually acceptable to the library director and the employee.

7.07: Overtime and Compensatory Time Off: [For those employees covered by the Fair Labor Standards Act (FLSA)]. Hours worked in excess of 40 hours per week shall earn compensatory leave at one and one-half (1-1/2) regular hours, or pay at time and one-half (1-1/2), at the employee’s option.

7.08: Change of Work Schedule: Any employee wishing a change in their work schedule may do so by selection of an off duty employee to fill in for them. The schedule change will be submitted in writing at least forty-eight (48) hours in advance of the date of the change to the Library Director, stating the employee’s name, time, and date of the change, and time and date the day will be repaid. All changes in the work schedule are subject to the approval of the Library Director.

7.09: Inclement Weather: Hours lost due to inclement weather shall be handled pursuant to City Personnel Code Sec. 2-6-75(d).

article viii - vacations

8.01: Regular Full-Time Employees: All regular full-time employees shall receive the following annual leave vacations:

A. Ten (10) working days with full pay after one (1) full year of continuous service.
B. Fifteen (15) working days with full pay after five (5) full years of continuous service.

C. Twenty (20) working days with full pay after twelve (12) full years of continuous service.

D. Twenty-five (25) working days with full pay after twenty (20) full years of continuous service.

8.02: Regular Part-Time Employees: All regular part-time employees shall be entitled to an annual vacation with pay according to the same schedule. A week of vacation shall equal the total number of hours worked by an employee in the previous year divided by fifty-two (52).

8.03: Annual Vacation: Annual vacation allowances must be taken during the year, from January 1st to December 31st, and shall not be accumulated from year-to-year.

8.04: No Accumulation: On January 1 of each year, employees will be credited with their full annual vacation leave for that year. This calculation will include days expected to be accumulated for the full year, taking into account anniversary dates and the changes in the rate of accumulation that may occur. Vacation may not be carried over to another year except at the discretion of the Director.

8.05: Continuous Service: Continuous service shall not include any layoff or unpaid leave of absence in excess of thirty (30) days, or any unpaid leave of absence caused by an injury or illness in excess of forty-five (45) days.

8.06: Payout for Unused Vacation: In the event that an employee terminates his/her employment for any reason, except discharge for just cause or resignation without two (2) weeks notice, the employee, or beneficiary, shall be entitled to pay for all unused vacation accrued as of the employee’s last anniversary date to the date of termination, but based upon the employee’s eligibility as of the employee’s last anniversary date.

8.07: Approval: Vacations shall be subject to prior approval by the Director. Vacations of two (2), or less, working days must be requested at least forty-eight (48) hours in advance. Vacations in excess of two (2) working days must be requested at least two (2) weeks in advance.

Article IX - Paid Holidays

9.01: Number of Holidays: Each regular full-time employee shall receive, in addition to any other benefits provided herein, the equivalent of eight (8) hours of regular pay for each of the following eleven (11) holidays, regardless of whether or not the employee works on any of said holidays:

New Year’s Eve Day Thanksgiving Day

New Year’s Day Day after Thanksgiving
Memorial Day
Christmas Eve Day
Independence Day
Christmas Day
Labor Day
Two (2) Floating Holidays

9.02: New Employees: New employees shall be ineligible for holiday pay for any holiday which occurs during their first six (6) months of continuous service. Upon successfully completing this period, they shall be paid for any holiday designated in subsection (a) that occurred during this six (6) month period.

9.03: Regular Part-Time Employees: Part-time employees shall receive holidays pro-rated based upon the total number of hours worked by an employee in the previous year divided by fifty-two (52).

article x - sick leave

10.01: Earning Rate and Maximum Accumulation: Employees shall earn sick leave at the rate of fifteen (15) days per year, up to a maximum accumulation of one hundred twenty (120) sick days. Such accumulation shall continue while the employee is on sick leave. Employees shall receive sick leave computed on the basis of an eight (8) hour day, but not computing scheduled days off as sick leave.

10.02: Proof of Illness: The employee shall not be required to furnish a medical certification unless the period of illness shall exceed three (3) consecutive working days, provided, however, that if the Library has a justifiable reason to suspect the employee is abusing sick leave, such certification may be required for sick leaves of less duration. If the certificate is required for a duration of illness of less than three (3) consecutive working days, the Library shall pay the costs of obtaining the certificate.

10.03: Sickness in the Family: Sick leave shall cover all absences from work on account of bona fide illness of the employee, and the sickness of one of the immediate family requiring attendance of the employee. Absence resulting from the compliance with a quarantine regulation of the health authorities shall be considered as coming within the scope of the provisions of this section. "Immediate family" is defined as spouse, children, brother, sister, parent, grandparents, mother- and father-in-law, sister-in-law and brother-in-law, or other relative living in the same household. The leave provided for in this Article shall apply only to the days that the employee is regularly scheduled to work.

10.04: Prior Credit: All sick leave accumulated heretofore is herein incorporated to the credit of each employee.

10.05: Notice of Absence: In order to receive sick leave pay an employee must notify the Library Director prior to the time the employee is scheduled to start work that the employee will be unable to report for work because of illness and/or injury. The employee must indicate what illness and/or injury prevents the employee from reporting for work, and the location where the
employee will be recovering. An employee off work on sick leave shall, whenever possible, notify the Library Director of the employee’s intent to return to work on the day prior to the employee’s return.

10.06: Retirement: Upon retirement or death of an employee, fifty percent (50%) of the unused sick leave will be paid to the employee or beneficiary.

10.07: Family Leave Act: This leave policy is designed to meet the minimum requirements of Section 103.10 of the Wisconsin Statutes, and Federal statutes. The leave provided for in this section is intended to run concurrent with, and not in addition to, the leave provided for under Wisconsin and federal law.

10.08: Unused Sick Leave: All employees who have reached the maximum allotment of one hundred twenty (120) sick days by December 31, 1997 and every December 31 thereafter shall be compensated thirty percent (30%) of any sick days accumulated over one hundred twenty (120). This compensation shall be paid out in one check on or about January 1 of the following year at the previous year’s rate.

article xi - bereavement leave

11.01: Employees may take up to three (3) working days of paid bereavement leave for the death of a spouse, children, brother, sister, parent, guardian, step-father, step-mother, grandchild, mother- and father-in-law and sister- and brother-in-law.

11.02: Employees may take one (1) working day of paid bereavement leave for the death of grandparents, aunt, uncle, coworker, or any other relative living in the same household.

11.03: The leave provided for in this Article shall apply only to days that the employee is regularly scheduled to work.

article xii - longevity

12.01: Regular full-time employees shall be entitled to an annual longevity bonus on the basis of thirty-nine dollars ($39) for each complete calendar year of continuous service, to be payable the first pay date of December. The annual longevity bonus shall increase to fifty-one dollars ($51) for each calendar year of continuous service in 2005 and sixty-three ($63) in 2006.

12.02: Regular part-time employees, shall be entitled to an annual longevity bonus on the basis of one-half of the amount allocated in 12.01 for each complete calendar year of continuous service, to be payable the first pay date of December.

12.03: Continuous service shall not include any period of unpaid leaves of absence, except unpaid leaves of absence caused by injury or illness, in excess of thirty (30) days, nor any unpaid leave of absence caused by injury or illness in excess of forty-five (45) days.
12.04: In the event such employee retires during the year, such employee shall receive the above longevity bonus pro-rated on the basis of the number of months of the current year worked up to the date of retirement.

article xiii - insurance

13.01: Life Insurance: All employees shall be covered by the State of Wisconsin Public Employers Group Life Insurance Program. Eligibility requirements and benefits shall be as provided by the Wisconsin Department of Employee Trust Funds.

13.02: Health Insurance:

All full-time employees, and their dependents shall be provided a group health insurance program according to the below schedule of benefits. The Library shall have the exclusive right to change insurance carriers, health care associations and/or providers, and/or third-party administrators at its discretion so long as benefits remain substantially equivalent.

The employees agree to make a contribution towards the health insurance plan carried by the City as follows:

PPO Traditional

Effective 1-1-04 $15/month for the single or family Same

Effective 1-1-05 $20/month for single or family Same

Effective 1-1-06 $25/month for single or family Same

SCHEDULE OF BENEFITS

Effective 1-1-04

PPO TRADITIONAL

Deductible $250 Single $250 Single

$500 Family $500 Family

Co-Insurance 90%/$2,500 80%/$2,500

90% $5,000 80%/$5,000

Out-of-Pocket $500 Single $750 Single
$1000 Family $1,500 Family

Prescriptions $10 Generic SAME

$20 Preferred Brand

$30 Non-Preferred Brand

Employees will be able to purchase a 3-month supply of mail order prescription drugs for the price of two prescription co-payments.

Emergency Room $25 (waived if patient is admitted) SAME

Any full-time employee who elects not to participate in the group health insurance program shall be paid 35% of the applicable monthly premium in lieu of health benefit coverage which the employee may choose to have placed into a Section 125 account.

C. The Library agrees to maintain group dental insurance coverage during the term of this Agreement, with a calendar year maximum benefit of $1,500 per person. The Library shall have the exclusive right to change insurance carriers, dental care providers, and/or third-party administrators at its discretion so long as benefits remain substantially equivalent with the existing plan.

D. Beginning January 1, 2004 full-time employees who choose to take the Dental plan offered by the employer shall contribute twenty-eight percent (28%) toward the family plan monthly premium.

13.03: Part-Time Employees: Part-time employees, who work in excess of 600 hours, shall, after one (1) year of continuous service be eligible to participate in the health insurance coverage provided by the Library under the terms established by the Library, provided, however, that the employee pay one-half (1/2) of the monthly premium.

13.04: Premium Contributions:

A. Regular full time employees agree to make a contribution towards the health insurance plan carried by the City as outlined in 13.02.B.

B. Regular part-time employees, who work in excess of 600 hours, shall be eligible to participate in the health insurance coverage provided by the Library under the terms established by the City, provided however, that the employee pay one-half (1/2) of the monthly premium.
C. Upon retirement, full-time employees may continue to maintain their group health insurance coverage until eligible for Medicare, provided the employee requests continuation in writing to the City Treasurer, remits the full premium one (1) month in advance and makes continual required payments thereafter.

**article xiv - seniority**

14.01: Probationary Period: All newly hired employees shall be on a Six (6) month probationary period from the date of hire. Such period may be extended at the option of the Library Director for one (1) additional Six (6) month period, provided that the employee is so notified prior to the expiration of the initial Six (6) month probationary period. Probationary employees may be discharged at the discretion of the Library without regard to cause and without recourse to any appeal or grievance procedure.

14.02: New Position: Employees promoted to a new position shall serve a Three (3) month trial period from the date of such promotion. Such employees may be removed from such promoted position at any time during their probationary period at the sole discretion of the Library for any reason and without recourse to any appeal or grievance procedure, and shall be returned to their former position.

14.03: Layoffs: In the event the Library decides to reduce the number of personnel in any job classification by means of layoff, the employee in the affected job classification with the least amount of job classification seniority shall be the first person laid off, providing the Library retains qualified employees to perform the remaining available work. In the event an employee has more Library seniority than employee in an equal or lower paying job classification, such employee shall be allowed to replace that employee in the equal or lower paying classification, provided that such senior employee is capable of performing the work in the equal or lower paying classification. The last employee laid off shall be the first employee re-employed in the event of an opening in the classification.

14.04: Seniority Defined: Seniority is defined as the status attained by length of continuous service of an employee in the Cedarburg Public Library in a position beginning with the latest date of hire. New employees shall not obtain any seniority until they have completed their probationary period, provided, however, that the new employee’s seniority shall be retroactive to his/her date of hire. Seniority shall not accrue for any period of layoff or during any period of unpaid leave in excess of thirty (30) days, nor during any unpaid leave of absence caused by injury or illness in excess of forty-five (45) days. Full-time employees shall have seniority over part-time employees.

14.05: Termination of Seniority: An employee’s seniority and employment relationship with the Library shall be terminated for any of the following reasons:

A. Discharge for just cause.
B. Resignation. Any employee absent for two (2) consecutive workdays without notifying the Library of the reason for the absence shall be considered to have resigned.

C. Retirement.

D. Unexcused failure to return to work after the expiration of a vacation period, leave of absence, or period for which Workers’ Compensation was paid, or failing to report for work within five (5) working days after notice of recall from layoff.

E. One layoff for a continuous period of time equivalent to twelve (12) calendar months.

article xv - retirement

15.01: The Library shall pay to the Wisconsin Retirement System an amount equal to 100% of the employee contribution, in addition to the Library’s contribution, for full-time and part-time employees.

article xvi - salaries and mileage

16.01: Salaries: Salaries payable by the Library to employees during the term of this Agreement shall be as listed on Appendix "A" attached hereto and made a part hereof.

16.02: Mileage: The parties agree that the applicable rate of reimbursement for the approved use of personal vehicles by employees of the Cedarburg Public Library shall be pursuant to the current Internal Revenue Service mileage deduction amount, plus tolls, parking and garage charges. The Library shall provide liability insurance for employees required to do business using the employee’s personal vehicle.

article xvii - recruitment

17.01: As vacancies occur in positions they will be filled in accordance with the appropriate City Personnel Code Sec. 2-6-13.

article XVIII - payday

18.01: Employees shall be paid on a schedule consistent with other City employees.

article XIX - conditions of agreement

19.01: Entire Agreement: This Agreement constitutes the entire agreement between the parties and no verbal statement shall supersede any of its provisions.
19.02: Amendments: The parties agree that this Agreement may only be amended by mutual consent of the parties. Such amendment shall be in writing.

article XX - duration of agreement

20.01: Duration: The terms of this Agreement shall become effective on January 1, 2004, and shall remain in full force and effect through December 31, 2006. In the event an agreement is not reached for renewal of the agreement by that date, the existing terms and conditions shall continue to apply until settlement is reached.

20.02: Renewal of Agreement: Either party wishing to amend the Agreement shall, during the last year of the contract, notify the other party no later than September 1st. Thereafter, the parties shall mutually agree to a date to commence bargaining.

Dated this day of , 2004.

CEDARBURG PUBLIC LIBRARY EMPLOYEES ASSOCIATION,

LOCAL 806 OF THE LABOR

CEDARBURG PUBLIC LIBRARY ASSOCIATION OF WISCONSIN, INC.

Mary Marquardt, Library Director Wendy Karasch

Sue Karlman, Library Board

LABOR ASSOCIATION OF WISCONSIN, INC.

Kevin Naylor, Labor Consultant

CITY OF CEDARBURG

Gregory P. Myers, Mayor

Sandra M. Ingram, Clerk