

ARTICLE OF AGREEMENT

BETWEEN

CITY OF RACINE

AND

SEIU HEALTHCARE WISCONSIN

(Health Department Professionals Unit)

2011 - 2012

Article	Title	Page
I	Conditions and Duration of Agreement	1
II	Recognition	2
III	Union Activity	2
IV	Management Rights	4
V	Prohibited Practices	6
VI	Residency Requirements	6
VII	Communication of Policy Decisions	6
VIII	Successors and Assigns	6
IX	Grievance Procedure	7
X	No Strikes/No Lockout	9
XI	Seniority	10
XII	Job Postings	11
XIII	Temporary Assignments	12
XIV	Physical Examination and/or Tests	12
XV	Personnel Files	12
XVI	Layoffs/Bumping/Recall Procedure	13
XVII	Types of Employees	15
XVIII	Rest Periods	15
XIX	Holidays	16
XX	Vacation	17
XXI	Casual Days	19
XXII	Sick Leave	19
XXIII	Extended Sick Leave or Absence	20
XXIV	Funeral Leave	21
XXV	Jury Duty/Witness Appearance	21
XXVI	Maternity Leave	21
XXVII	Leaves of Absence	22
XXVIII	Insurances	22
XXIX	Wage Rates	27
XXX	Health and Safety	28
XXXI	Non-Discrimination	28
XXXII	Professional Education and Development	28
XXXIII	Performance Appraisal/Reclassification	29
XXXIV	Hours of Work	30
XXXV	Overtime	30
XXXVI	Longevity	31
XXXVII	Mileage	31
XXXVIII	Mutual Cooperation	32
XXXIX	Severability	32
XL	Entire Agreement	32
	Side Letters of Agreement	34
	Exhibit 'A' Base Wage Rate Schedule – 01/01/11 – 03/19/11	35
	Exhibit 'A' Base Wage Rate Schedule – 03/20/11 – 12/31/11	37
	Exhibit 'B' Base Wage Rate Schedule – 01/01/12	39

AGREEMENT

Agreement between City of Racine, Wisconsin and SEIU Healthcare Wisconsin, SEIU, CIO, CTW.

THIS AGREEMENT made and entered into pursuant to the provisions of Section 111.70, Wisconsin Statutes, and between the City of Racine, Wisconsin, hereinafter referred to as the City or Employer, and SEIU Healthcare Wisconsin, SEIU, CIO, CTW, hereinafter referred to as the Union.

WITNESSETH

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 labor agreement covering minimum rates of pay, hours of work, and other terms and conditions of employment with a view of securing harmonious cooperation between the City and its employees and averting disputes.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree with each other as follows:

ARTICLE I

CONDITIONS AND DURATION OF AGREEMENT

- A) Term: This Agreement shall become effective as of the first day of January 2011, and shall remain in effect for a period of two (2) years through December 31, 2012, and from year to year thereafter unless either party gives notice to the other by September 1, 2012, or September 1 of any year thereafter, to vacate or amend it.
- B) Negotiations: Either party to this Agreement may select for itself such negotiator or negotiators for the purpose 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.
- C) Timetable for Negotiations: Conferences and negotiations shall be carried on between the City and the Union during the last year of the contract as follows:

The Union and the City shall meet to mutually exchange proposals as near to September 1 as is possible. Negotiations will commence at a mutually agreeable time following the exchange of proposals.

The timetable set forth above is subject to modification by mutual agreement of the parties.

ARTICLE II

RECOGNITION

The Employer does hereby recognize the Union, SEIU Healthcare District 1199 Wisconsin, as the sole and exclusive collective bargaining representative for all regular full-time and part-time professional and technical employees in the Department of Health of the City of Racine, including but not limited to sanitarians, medical technologists, dieticians, epidemiologist, nutritionists, forensic chemists, registered nurses other than public health nurses, and public health educators, but excluding public health nurses, supervisors, management, executive, confidential, and all other employees.

Recognition embodies and embraces collective bargaining and the adjustment and settlement of grievances with authorized representatives chosen by the Union.

ARTICLE III

UNION ACTIVITY

- A) Bulletin Boards: The City agrees to provide bulletin board space for the Union's use. The bulletin boards are to be used by the Union for notices only of the following: Union meetings, Union elections, Union appointments, Union recreational and social events, unemployment compensation information, and other materials of non-political nature.

Upon written demand from the City, the Union shall promptly remove from such bulletin boards any material which is in any way a violation of this section. The City will retain ownership of the bulletin boards. In the event the Union fails to remove materials in violation of this section, the City reserves the right to remove said materials.

- B) Union Activities and Discrimination:

- 1) The Employer agrees that no employee will be discriminated against because of membership in or activity in connection with the Union and the Employer will not discourage membership in the Union and the Union agrees that it will not conduct Union activities other than collective bargaining or the adjustment of grievances on the Employer's time. This paragraph does not guarantee that bargaining will take place on the Employer's time.
- 2) Inspection of Working Conditions and Resolving Grievances: One (1) accredited representative of the Union (as defined on the list in Article IX, Section D) shall have the right to visit any department at any reasonable time for the purpose of inspecting working conditions and settling grievances. City employees on official Union business shall modify and receive permission from their immediate

supervisor prior to and before leaving their work area and upon entering a new work area, shall notify and receive permission from the immediate supervisor before transacting Union business. The immediate supervisor in both instances (when he receives notice) shall advise the Union officer if the Union business will unreasonably interfere with City business. Permission to conduct Union business shall not be unreasonably withheld; however, visits by Union officials and or business agents shall not be used to interrupt the operation of the various City departments. The Union agrees to notify the Human Resources Department of its officers, executive committee members, and delegates and their areas of responsibility prior to these individuals beginning to act in official capacities on behalf of the Union.

- 3) If Union business is conducted during the normal working day, the Union official shall keep a record of the time spent on those matters and turn it over to his/her immediate supervisor at the end of the day.
- 4) Union Leave: Up to two (2) employees selected by the Union shall be allowed one (1) day of paid leave to attend the SEIU Healthcare Wisconsin, representative assembly, provided the two employees do not come from the same division within the Health Department. At the Union's option, one (1) employee may be selected for two (2) days for the representative assembly, so that in either event the total paid leave allowed is two (2) days.

C) Fair Share Agreement:

- 1) Membership Not Required: Membership in any employee organization is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union.
- 2) Effective Date and Employees Covered: Effective one month following ratification of this Agreement, and unless otherwise terminated as hereinafter provided, the Employer shall deduct from the paycheck each month following completion of thirty (30) calendar days of employment for all employee classifications listed on Exhibit A, an amount equal to such employees' proportionate share of the cost of collective bargaining process and contract administration as measured by the amount of local dues uniformly required of all members, which is agreed herein to be such amount certified in writing by an officer of the Union to the Finance Director; shall pay such an amount to the Union on or before the end of the month following the month in which such deduction was made.
- 3) Limited Use of Funds: In order to insure that any such deduction represents the proportionate share of each employee in the bargaining unit of the costs of collective bargaining and contract administration, it is agreed that the phrase 'cost of collective bargaining process and contract administration' shall not include any funds allocated for, or devoted to, the advancement or against the candidacy of any person for any political office.

- 4) Responsibilities of the Employer and the Collective Bargaining Representative:
- a) Correction of Errors: If an error is discovered with respect to deduction under this provision, the Employer shall correct said error by appropriate adjustments in the next paycheck of the employee or the representative. The Employer shall not be liable to the collective bargaining representative, employee, or any party by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.
 - b) Indemnification and Hold Harmless Provision: The collective bargaining representative shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that shall arise out of or by reason of, action taken or not taken by the Employer under this section.
 - c) The Employer agrees to deduct from each employee's paycheck any amount authorized by the employee to be contributed to the Union's C.O.P.E. committee. The employer must specify in writing the amount to be deducted from each payment and this written authorization must be provided to the City of Racine. The employee may discontinue this deduction at any time by notifying the Employer in writing of her/his decision to discontinue the deduction, said notification being given no less than thirty (30) calendar days prior to the date on which the deduction is to be discontinued. The Employer agrees to remit to the Union any such funds deducted from the employees' paychecks. Such remittance shall be made on a monthly basis and shall include the names of the employees for whom such deductions have been made and the amount deducted for each employee.
- 5) Personnel List: The Employer agrees to furnish the Union with a list of all employees in the bargaining unit by classification and seniority and to update that listing as necessary in a timely fashion.

ARTICLE IV

MANAGEMENT RIGHTS

The City possesses the sole right to operate City government and all management rights repose in it, but such rights must be exercised consistently with the other provisions of this contract and the past practices are modified by this Agreement, or by the City under rights conferred upon it by this Agreement, or the work rules established by the City of Racine. These rights which are normally exercised by the various department heads include, but are not limited to the following:

- 1) To direct all operations of City government.

- 2) To hire, promote, transfer, assign, and retain employees in positions with the City and to suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- 3) To lay off employees due to lack of work or funds.
- 4) To maintain efficiency of City government operations entrusted to it.
- 5) To introduce new or improved methods or facilities.
- 6) To change existing methods or facilities.
- 7) To contract out for goods or services; however, there shall be no layoffs or reduction in hours due to any contracting out of work.
- 8) To determine the methods, means, and personnel by which such operations are to be conducted.
- 9) To take whatever action which must be necessary to carry out the functions of the City in situations of emergency.
- 10) To take whatever action is necessary to comply with State or Federal law.
- 11) Overtime: The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest.

In addition to the management rights listed above, the powers of authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City. The Union recognizes the exclusive right of the City to establish reasonable work rules and the City shall discuss such rules with the Union before implementation.

The Union and the employees agree that they will not attempt to abridge these management rights and the City agrees that it will not use these management rights to interfere with rights established under this Agreement or the existing past practices within the departments covered by this Agreement, unless such past practices are modified by this Agreement or by the City under rights conferred upon it by this Agreement, or the work rules established by the City of Racine. Nothing in this Agreement shall be construed as imposing an obligation upon the City to consult or negotiate concerning the above areas of discretion and policy.

ARTICLE V

PROHIBITED PRACTICES

In the event either party desires to file a prohibited practice charge with the Wisconsin Employment Relations Commission against the other for any reason authorized by state law, it shall so notify the other party in writing by certified mail summarizing the specific details surrounding the potential charge. Such charge may not be filed for a period of thirty (30) days following delivery to the other party of the said written notice and upon receipt of this notice the parties agree to meet and confer in an attempt to resolve the dispute during the thirty (30) day period.

ARTICLE VI

RESIDENCY REQUIREMENT

Although residency within the City limits of Racine is preferred for City employees, all bargaining unit employees must, sixty (60) days from the completion of their probationary period, establish residency within the State of Wisconsin. All employees must maintain residency within this area during their employment with the City.

ARTICLE VII

COMMUNICATION OF POLICY DECISIONS

In the event the Employer elects to make major operational or personnel changes within the bargaining unit which would have a substantial impact on the conditions of employment of bargaining unit members, the appropriate Administrative Manager (or his designee) agrees to meet with the President of the Union and one (1) other representative to completely explain the changes and to receive suggestions from the Union concerning them at least fifteen (15) calendar days prior to implementation. This clause does not constitute a waiver of the Union's right, if any, to negotiate on any mandatory subject of bargaining arising out of said policy.

ARTICLE VIII

SUCCESSORS AND ASSIGNS

In the event the Employer decides to create, assign, transfer, or contract work situations which would affect the conditions of employment of members of the bargaining unit, the appropriate Administrative Manager (or his designee) agrees to meet with the President of the Union and one (1) representative to completely explain the changes and to receive suggestions from the Union before implementation. In accordance with

appropriate State Statutes, the City, and Union agree to negotiate the impact of mandatory subjects of bargaining as they apply to this Article.

ARTICLE IX

GRIEVANCE PROCEDURE

- A) Definition of a Grievance: Should a difference arise between the City and the Union of an employee concerning the interpretation, application, or compliance with this Agreement; the reasonableness of disciplinary action taken against any employee or employees; or the violation of a City, County, State, or Federal law which would have a direct detrimental effect upon employees in the bargaining unit; such difference shall be deemed to be a grievance and shall be handled according to the provisions herein set forth.
- B) Subject Matter: A written grievance shall contain a clear and concise statement of the grievance and indicate the issue involved, the relief sought, the date the incident or violation took place, and the specific section of the Agreement involved.
- C) Time Limitations: The failure of either party to file a grievance, process a grievance, or appeal a grievance in a timely fashion as provided herein shall be deemed a progression to the next step of the grievance procedure.
- D) Names of Union Officials: The Union shall provide the Human Resources Department with a list of Union delegates in writing and, further, present the Human Resources Department with a list of the local Union officials assigned to various aspects of the grievance procedure.
- E) Steps in Procedure:

Step 1: The employee, with his/her delegate (or alternate if the delegate is unavailable due to illness or vacation) shall reduce his/her grievance to writing on an approved form and shall present it to the employee's immediate supervisor within (15) working days after he/she knew or should have known of the cause of such grievance. A copy of the grievance shall also be submitted at the same time to the Human Resources Department. The immediate supervisor may confer with the grievant and his/her delegate (or an alternate if the delegate is unavailable due to illness or vacation) before preparing the Step 1 answer.

The employee's immediate supervisor shall, within fifteen (15) working days of receipt of the grievance, inform the employee and his/her delegate (or his alternate), in writing of his/her decision.

Step 2: If the grievance has not been settled at the first step, the written grievance may be appealed to the department head within (10) working days after receipt of the written decision of the immediate supervisor. The department head and the Human

Resources Manager may discuss the grievance with the employee and his/her delegate or alternate and shall render a decision within ten (10) working days in writing.

Step 3: If the grievance has not been settled at the second step, or if any grievance filed by the City cannot be satisfactorily resolved by conferences with the appropriate local delegates, the City agrees to meet within thirty (30) calendar days at the Union field representative's request, from the decision rendered in Step 2, in an attempt to resolve the grievance.

- F) In the event of a grievance, the employee shall perform his/her assigned work task and grieve the dispute later. In the event of a safety situation, the work shall be immediately postponed until a satisfactory solution can be determined. This grievance shall thereafter be processed within a reasonable period of time.
- G) Arbitration: If the grievance remains unresolved, either party may request arbitration within thirty (30) calendar days of the meeting referred to in Step 3 above.
- H) Selection of Arbitrator: In the event any grievance remains unresolved after exhausting the grievance procedure, either party may request the Wisconsin Employment Relations Commission (with a copy of the request to the other party) to submit a panel of seven (7) impartial arbitrators to resolve the dispute. The Union and the Employer shall alternately strike three (3) names from the panel and the remaining arbitrator shall be immediately notified of his/her selection.
- I) Arbitration Hearing: The arbitrator shall use his/her best efforts to mediate before the final arbitration hearing. The parties shall agree in advance upon procedures to be used at the hearing and the hearing shall follow a quasi-judicial format. The Arbitrator selected shall meet with the parties as soon as a mutually agreeable date can be set to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the Arbitrator shall render a written decision as soon as possible to both the City and the Union, which shall be final and binding upon both parties.
- J) Costs: The losing party shall bear all costs of arbitration and the fees, if any, of the Arbitrator. Each party, however, shall bear its own cost for witnesses and all other out-of-pocket expenses, including possible attorney's fees. Not more than two (2) employees shall participate in any phase of the arbitration at any one time. The Arbitrator shall exercise discretion in curtailing unnecessary testimony which would be merely repetitive. The arbitration hearing shall be conducted in the City of Racine. If one of the parties choose to have a transcript prepared, the parties shall share in the cost equally, however, both parties may choose to substitute a tape recorder in place of the transcript.
- K) Decision of the Arbitrator: The decision of the Arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract area where the alleged breach occurred. The Arbitrator shall not modify, add to or delete from the express terms of the Agreement.

- L) Discipline: The Union shall be furnished with a copy of any written notice of reprimand, suspension, or discharge. The City agrees that it will attempt at all times to use the disciplinary process as a means to correct shortcomings on the part of City employees in terms of their overall work performance. Discipline, therefore, is intended to initiate a corrective action on the part of the employee. A written reprimand sustained in the Grievance Procedure shall be considered a valid warning. When an employee's record is cleared of minor infringements for a year, the employee may request the Human Resources Department to remove all previous records of minor infringements from his/her personnel file.
- M) Discharge: Although the City continues to exercise its sole discretion in determining when it will discharge an employee (subject to the requirement of discharge for just cause), when practical, the City will advise both the Union and the individual employee that his/her job is in jeopardy. Probationary employees and temporary employees are subject to discharge without recourse to the grievance and arbitration procedures of this Agreement. Receipt of reprimands or suspensions will be deemed to serve as such notice to the individual employee.

When a grievance involves discharge, it shall be reduced to writing and referred directly to a special committee consisting of the Human Resources Department, the head of the department concerned, and a member of the City Attorney's office or the Labor Negotiator. Steps 1 through 3 would not apply in this type of case, and the decision of the special committee shall be subject to arbitration as provided in Section G of the present Grievance Procedure. Notice of discharge will be sent immediately to the local Union president and the Union representative.

The parties recognize that immediate discharge without prior notice or warning may be appropriate in cases of serious misconduct. However, it is the intent of this section that the City will advise the Union when an employee is to be terminated for any reason.

ARTICLE X

NO STRIKES/LOCKOUT

A) No Strikes:

- 1) Strike Prohibited: Neither the Union nor any officers, agents, or employees will instigate, promote, encourage, sponsor, engage in or condone any strike, sympathy strike, picketing (with the exception of informational picketing during non-working hours), slowdown, concerted work stoppage, or any other intentional interruption of work during the term of this Agreement.
- 2) Union Action: Upon notification by the City to the President of the Union that certain of its members are engaged in a violation of this provision, the President of the Union shall immediately, in writing, order such members to return to

work, provide the City with a copy of such an order, and a responsible officer of the Union shall publicly order the employees to return to work. In the event that a strike or other violation not authorized by the Union occurs, the President of the Union agrees to take all reasonable, effective, and affirmative action to secure the members' return to work as promptly as possible.

- B) No Lockout: There shall be no lockout of employees during the term of this Agreement.

ARTICLE XI

SENIORITY

- A) Definition: The seniority of a regular employee is determined by the length of his/her service with the Health Department, computed in years, months, and days from the first day of his/her last continuous employment. Temporary employees shall not have seniority. However, if a temporary employee becomes a regular employee, he/she shall have the seniority equivalent to the length of his/her last continuous employment. Any time spent in an acting or temporary supervisory position within the department shall count in a computing seniority. Regular part-time employees accrue seniority on a pro rata basis.
- B) Recognition of Principle: The Employer recognizes the principle of seniority and the Union recognizes the need for maintaining an efficient work force. In all matters involving increase or decrease of forces, layoffs, or promotions, the length of continuous service with the Employer shall be given consideration consistent with the terms of this Agreement.
- C) Notification: In the event the senior employee is not chosen, the Human Resources Department shall give an explanation in writing to such senior employee and the Union stating the reason for his/her not being chosen.
- D) New Employees: New employees and those hired after a break in continuous service will be regarded as probationary employees for the first six (6) months and will not receive seniority during such period. When a probationary employee becomes a regular employee, he shall receive credit for seniority purposes for the time worked during such probationary period. However, a probationary employee will not receive seniority for a probationary period unless he becomes a regular full-time employee. Probationary and temporary employees are subject to discharge without recourse to the grievance and arbitration procedures of this Agreement.
- E) Loss of Seniority: An employee's seniority and the employment relationship shall be broken and terminated:
- 1) If he/she resigns.

- 2) If he/she has been discharged for just cause and such discharge has not been challenged in accordance with grievance procedure.
- 3) If without giving a reasonable excuse to his/her supervisor, he/she remains away from work for three (3) or more consecutive working days.
- 4) If he/she fails to report to work within seven (7) working days after being recalled from layoff by the Employer, provided, however, that if he/she is out of town, the period shall be fourteen (14) working days and further provided that if his/her failure to comply with this provision is caused by a sickness, accident, or other circumstances beyond his/her control, he/she shall not lose his/her seniority.
- 5) If he/she accepts gainful employment when on a granted leave of absence, unless such leave was granted to allow gainful employment.

ARTICLE XII

JOB POSTINGS

- A) Posting Procedure: Any job vacancy the City decides to fill which occurs in the bargaining unit due to retirement, resignation, death, new position, or for any other reason shall be posted.

The posting shall set forth the job title, duties and qualifications desired, pay classification and rates, work location, and hours of work. Each posting shall be posted for five working days in overlapping consecutive weeks. Bargaining unit members wishing to post for the position shall do so at the Human Resources Department during the period of the posting, which shall be stated on every posting.

Interviews of qualified bargaining unit members shall be held by the Human Resources Manager or his/her designee within ten days of the close of the posting.

Preference for the position shall be given to bargaining unit members on the basis of bargaining unit seniority within the Administrative Manager's (Department Head's) jurisdiction. The position shall not be given to anyone who is not found to have the skills and ability to perform the work required.

Employees working on a job obtained through posting shall serve a thirty (30) calendar day probationary period and shall be guaranteed the right to return to his/her previous position if he/she is unable to properly perform the work required in the new position within the probationary period. If within ten (10) working days the employee elects to return to his/her former position while still in the probationary status, the Employer shall have the right to request the employee to remain on the job until such time as the job is again posted and filled. The employee will then be returned to his/her previous classification.

ARTICLE XIII

TEMPORARY ASSIGNMENTS

- A) An Administrative Manager or his designee shall have the right to make temporary changes on a day-to-day basis in the assignment of personnel within and between all departments or divisions under the jurisdiction of the Administrative Manager. Employees, upon proper notification when possible (at least thirty (30) minutes before close of the shift), shall immediately report to the reassigned temporary position and thereafter perform the work shift of that division for the duration of the reassignment.
- B) Temporary Transfer to Other Classifications: It is agreed that in case an employee is assigned to work which carries a lower wage, they shall be paid the scale applying to their regular work. If the employee is assigned by their supervisor to a higher classification for at least 30 contiguous calendar days, and it is approved by the Public Health Administrator, they shall receive the rate for that classification for the hours worked in the higher classification.

ARTICLE XIV

PHYSICAL EXAMINATION AND/OR TESTS

If any employee is required, as a condition of continued employment, to have a physical examination and/or medical tests, the cost of such shall be paid by the Employer.

ARTICLE XV

PERSONNEL FILES

Employees or their Union representative, if authorized in writing by the employee, shall have the right to review all post-hiring information in their personnel file at such reasonable times and places as specified by the Employer, and, upon request, will be provided with a copy of materials therein. The employee shall reimburse the Employer for the cost of copies upon receiving them. Employees shall be allowed to comment in writing regarding any of the contents of their file, and such comments shall be appended to, and shall become a permanent part of said file, unless the material the comments are pertinent to are removed from the file. No materials of derogatory nature may be placed in the employee's file unless a copy is sent by the Employer, to the employee, at the same time the material becomes a part of the employee's employment record.

ARTICLE XVI

LAYOFFS/BUMPING/RECALL PROCEDURE

- A) The City in its discretion shall determine whether layoffs are necessary. The City may lay off an employee because of shortage of funds, shortage of work, discontinuation of services, changes in organizational unit; or for any other reason (in conformance with the just cause standard) which do not reflect discredit on the service of the employee.
- B) An employee laid off may in turn displace an employee with the least seniority in an equal or lower job classification of such employee's choosing, provided the displacing employee fulfills all of the following conditions:
- 1) The employee may displace another employee only within his/her own bargaining unit personnel with the level of expertise in conformance with the skill and ability requirements set forth in this Article.
 - 2) Meets the minimum training and experience requirements as established in the official job description maintained by the Human Resources Department. The Human Resources Director or his designee shall consult with the department head to determine whether the displacing employee meets said requirements.
 - 3) Successfully completes an examination in existence at the time of layoff if any has been established for the position and the exam is determined by the Human Resources Manager to be necessary to establish the employee's ability to perform the necessary job tasks.
 - 4) The Human Resources Manager may request a physical examination from a physician of the City's choosing to evaluate an employee's physical ability to perform the necessary job tasks.
 - 5) An employee who displaces into an equal or lower classification as a result of a layoff shall be qualified to do the job. The position shall not be given to anyone who is not found to have the skills and ability to perform the work required.
 - 6) Employees whose positions are being eliminated or an employee being displaced shall be given written notice of the action not less than fourteen calendar days prior to the effective date. Employees shall have five (5) working days after receiving notice to exercise whatever options may be available to them. If a decision is not made within the five (5) working day period, said employee shall be deemed to have been laid off by the City.
 - 7) An employee who displaces into a position in an equal or lower job classification shall be placed at the salary step which most closely corresponds, but does not exceed the employee's salary at the time of displacement.

- 8) Employees serving an initial probationary period shall be terminated without displacement or recall rights should they be displaced or laid off.
 - 9) The City shall consider volunteers for layoff based on Departmental needs as assessed by the Public Health Administrator, before layoff of any designated employee. The City shall not challenge such volunteer's unemployment compensation.
- C) Employees who are laid off or displaced shall be placed on a recall list for a period equal to their seniority, but not more than three years maximum, after which time all recall rights are terminated. Should a vacancy occur in a position authorized to be filled from which an employee was laid off or displaced, said employees shall be recalled in order of their departmental seniority.
- 1) Employees to be recalled shall be notified by mail addressed to the most recent address appearing on the Human Resources Department's records. Laid off employees shall notify the Human Resources Department of any change of address. Employees so recalled shall notify the City of their acceptance or rejection within seven (7) calendar days from the date of the receipt of the recall letter. Failure to notify or failure to report or the refusal of an offer of re-employment shall terminate an employee's right to recall.
 - 2) An employee on layoff status shall not lose credit for seniority accumulated at the time of layoff nor shall continuous service be considered interrupted if the employee is recalled within 3 years of layoff. An employee recalled within 3 years of layoff shall retain sick leave accumulation before the date of layoff.
 - 3) Employees shall be granted the option of remaining in the group health insurance plan in accordance with the COBRA Act of 1986 from the effective date of layoff (according to policy provisions) provided the employee pays to the City of Racine the full premium, including any changes, for the single or family plan policy. Employees shall be granted the option to remain in the group life insurance plan based on salary for up to 3 years from the effective date of layoff, provided the employee pays the full premium. Employees will not be granted the option of remaining in the \$9,000.00 life insurance plan according to the policy provisions, but will be offered the option of conversion to an individual policy.
- D) In the event the Public Health Administrator becomes aware of an impending reduction in the work force, the Union will be notified a minimum of 30 calendar days prior to layoff, if possible. The Public Health Administrator will inform the Union of the approximate number of layoffs in this bargaining unit. The Union may also request a meeting with management after notification of the impending layoff for the purpose of a mutual exchange of information then available on the matter. Upon receipt of such request, management shall have seven (7) calendar days to schedule and conduct such meeting.

ARTICLE XVII

TYPES OF EMPLOYEES

- A) Regular, Full-Time: These employees are hired into regular salaried full-time positions and work a normal shift of usually eight hours per day, five days per week. This type of employee is entitled to all the usual and normal contractual benefits.

- B) Regular, Part-Time: These employees are hired into regular part-time positions and work less than forty hours per week. This type of employee is entitled to all the usual and normal contractual benefits on a pro-rated basis, except for health insurance coverage which is available only to employees who work 24 or more hours per week and opt into the City's health insurance plan on a pro-rated basis, provided they and/or their families pass a physical examination and understand that the City will not cover pre-existing conditions in accordance with the benefit plan. Part-time employees temporarily scheduled by their supervisor and approved by the Public Health Administrator to work hours beyond their normal schedule for a period of 30 contiguously scheduled calendar days or more, shall have all benefits pro-rated accordingly.

- C) Temporary: Any employee who has been hired on a limited full or part-time basis for an indefinite period of time extending not more than six months per year or as a substitute for a bargaining unit employee on an approved leave of absence. This type of employee is not entitled to the usual contractual benefits except holiday pay.

ARTICLE XVIII

REST PERIODS

Employees are entitled to one (1) fifteen (15) minute rest period during each four (4) hour work span as designated by the department head.

ARTICLE XIX

HOLIDAYS

A) Schedule of Holidays: The following days shall be designated as holidays:

<u>Days</u>	Holidays <u>2011</u>	Holidays <u>2012</u>
New Year's Day Observance		January 2, 2012 Monday
Spring Break	April 22, 2011 Friday	April 6, 2012 Friday
Memorial Day	May 30, 2011 Monday	May 28, 2012 Monday
Independence Day	July 4, 2011 Monday	July 4, 2012 Wednesday
Labor Day	September 5, 2011 Monday	September 3, 2012 Monday
Thanksgiving Day	November 24, 2011 Thursday	November 22, 2012 Thursday
Thanksgiving Friday	November 25, 2011 Friday	November 23, 2012 Friday
Christmas Eve Day Observance	December 23, 2011 Friday	December 24, 2012 Monday
Christmas Day Observance	December 26, 2011 Monday	December 25, 2012 Tuesday
New Year's Eve Observance	December 30, 2011 Friday	December 31, 2012 Monday

Bargaining unit members are entitled to one (1) additional holiday, which shall be a floating holiday.

B) Work Before and After Holiday: Employees shall be paid at the regular base rate of pay for the above mentioned holidays, provided, however, to be entitled to such pay, the employee must work the full work day preceding and the full work day following the particular holiday unless on an excused absence.

- C) Work on Holidays: In the event an emergency should make it necessary for an employee to work during a holiday, the employee will work at double his/her regular rate for said period worked.
- D) Eligibility: All regular employees must be employed for thirty (30) calendar days before being eligible for holiday pay and new regular employees must be employed for at least six (6) months before they are eligible for the floating holiday.

ARTICLE XX

VACATION

Members of the bargaining unit shall be entitled to a vacation with pay in accordance with the following:

- A) First Year Employees: During their first calendar year of employment, new employees shall earn vacation at the rate of one-half (1/2) day per full month of employment up to November 1st, not to exceed five (5) work days. (Example: An employee who starts work on August 1, 1980 is entitled to one and one-half (1-1/2) days' vacation in the calendar year 1980). Thereafter, time in service on or before December 31st of each year shall be used as the basis for computing the length of vacation to which each employee is entitled. First-year employees must work one (1) full year from their date of hire before they are entitled to their full vacation accrual. (Example: An employee who starts work on August 1, 1980 would be on the payroll as of December 31, 1980 and would therefore be entitled to a full vacation allotment for 1981, provided the employee remained on the payroll until August 1, 1981, one (1) full year after date of hire). First-year employees who terminate or are terminated before completion of one (1) year from their date of hire shall receive prorated vacation based on the number of full months worked from the previous December 31st, which number shall be placed as the numerator in a fraction whose denominator is the number twelve (12). Employees who terminate or are terminated before the completion of their probationary period are not eligible for the payment of earned vacation.
- B) Other Employees: The vacation schedule shall be as follows:
- Ten (10) work days after one (1) year of continuous employment;
 - Fifteen (15) work days after seven (7) years of continuous employment;
 - Eighteen (18) work days after fourteen (14) years of continuous employment;
 - Twenty (20) work days after eighteen (18) years of continuous employment;
 - Twenty-five (25) work days after twenty-three (23) years of continuous employment.

Time in service on or before December 31st of each year shall be used at the basis for computing the length of vacation to which each employee is entitled during the calendar year. Employees who terminate their employment during the calendar year are entitled to their full vacation allotment, provided they submit a two (2) week written notice of termination. Failure to provide a written notification shall result in their vacation being prorated based on the number of full months worked from previous December 31st, which number shall be placed as the numerator in a fraction whose denominator is the number twelve (12). Also, employees who are terminated for disciplinary reasons will also receive vacation on a prorated basis. Vacations must be taken during the calendar year in which they are earned and cannot be accumulated or carried over from year to year except as provided in paragraph C below.

- C) Computation: If a holiday falls within a calendar week of vacation, the employee shall have the right to take a four (4) day vacation. In the event an employee cannot take a vacation regularly scheduled in the month of December due to a work-related emergency or a work-related unforeseen occurrence, or because he/she is called back by the City, the unused portion of this vacation shall be carried over into January of the following year. Vacation allowed to be carried into the next year must be used within the first three (3) months of the new year
- D) Vacation Week: A vacation week for a full-time employee shall consist of forty (40) hours at the employee's regular rate of pay.
- E) Division of Vacation: Except as provided in paragraph D, at least one (1) week of vacation cannot be divided into periods of less than one (1) calendar week, unless otherwise agreed to by the Administrative Manager or Department Head and the employee.
- F) Method of Selection: Vacation periods shall be selected by department or division by the employees prior to April 1st of each year unless otherwise mutually agreed between the Department Head and the employee. Selection of the dates shall be by departmental seniority.
- G) Retirement/Disability: Employees who retire under the Wisconsin Retirement Plan, or employees who are unable to work due to a disability, on or prior to December 31st, shall be entitled to payment for any unused vacation not taken during the calendar year of retirement or disability.
- H) Death: The survivors of an employee who dies on or prior to December 31st shall be entitled to payment for any unused vacation not taken by the employee during the calendar year of death.

ARTICLE XXI

CASUAL DAYS

Casual days will be granted as follows: Employees are eligible for up to four (4) casual days per year as determined by the amount of accumulated sick leave in their account on January 1 of the current year. An employee who has accumulated 320 hours (40) days is entitled to (1) casual day, 480 hours (60 days) is entitled to two (2) casual days, 640 hours (80) days is entitled to three (3) casual days, and 800 hours (100) days is entitled to four (4) casual days. Casual days, like vacation, must be taken during the calendar year and cannot be accumulated or carried forward to the next year and will not be considered for severance pay purposes. The scheduling of casual days shall be mutually agreed upon by the employee and the department head.

ARTICLE XXII

SICK LEAVE

- A) Eligibility: Eligibility for the payment of sick leave days shall begin after the completion of six (6) months of actual service following the date of hire as a regular full-time employee, but accumulations of paid sick leave days shall be retroactive to said date.
- B) Days Per Year: All regular full-time employees shall be eligible for the payment of sick leave days at the rate of one (1) day per full month worked (maximum of twelve (12) days earned per year with pay at the employees' regular rate).
- C) Accumulation Limit: Payment for sick leave days may be accumulative up to one hundred fifty (150) working days. If sick more than three (3) consecutive working days, the employee taking such leave shall furnish his/her Department Head (or Administrative Manager) upon request with a certificate of illness signed by a licensed physician.
- D) Severance Benefit: Upon death, retirement or pension, total disability, or layoff, the employee or survivor shall be paid a sum equal to fifty percent (50%) of his/her daily wage for each of the first one hundred and forty (140) days of accumulated paid sick leave days to his/her credit.

Upon written request of an employee, accumulated unused sick leave shall, at the time of layoff, be converted to cash at the employee's current base rate for credits to be used to pay health insurance premium costs during the time of layoff. Direct premium payments to the insurer shall be made by the employer on behalf of the laid-off employee. Premium payments under this provision shall be limited to a maximum period of 36 months from the date of layoff or shall cease the first of the month following the employee's acceptance of any other employment or rejection of a reasonable recall opportunity, whichever occurs first. At the time of reemployment

with the employer, unused cash credits shall be reconverted to sick leave at the same rate used for the original conversion and restored to the employee's sick leave account.

- E) Abuse of Sick Leave: Abuse of sick leave shall result in disciplinary action, including discharge in the event of continued abuse.
- F) Reserve Sick Leave Bank: Regular employees shall accrue the payment of sick leave days at the rate of one (1) day per month of service into a reserve sick leave account only during the month in which the employee has to his/her credit a total accrual of at least one hundred and fifty (150) paid sick leave days in the basic sick leave account.

Regular employees may accrue an unlimited number of paid sick leave days in the reserve account. An employee may not use the reserve paid sick leave account days until he/she has depleted the number of paid sick leave days in the basic account to zero (0) within twelve (12) continuing calendar months.

Once an employee has depleted the number of sick days for which he/she may be paid to zero (0) in the basic sick leave account in accordance with the above paragraph, the employee, at his/her option, may transfer accumulated payable sick leave days from the reserve account to the basic account. Once in the basic account, these days shall be treated the same as payable basic sick leave account days.

Regular employees hired after January 1, 1988, shall not be eligible to accumulate paid sick leave days into the reserve sick leave bank.

- G) Notification: Those employees utilizing their sick leave (which is to be used for personal illness only) must notify their respective department no later than ten minutes after the start of business in the morning or afternoon.

ARTICLE XXIII

EXTENDED SICK LEAVE OF ABSENCE

Employees who are absent from work due to illness or injury (not job related) and who have exhausted any sick leave accumulation, vacation, holiday and/or casual time they may have accrued, are eligible for an extended sick leave of absence during which the employees would no longer be paid, but would continue to receive all other fringe benefits. Exceptions to this requirement may be made on a case-by-case basis if mutually agreed upon by the employee, the employee's supervisor, and the Human Resources Department. Specifically, the City would continue to pay all applicable insurances and the employee would continue to accrue seniority, sick leave, holiday, and vacation benefits. The extent of and circumstances surrounding, an extended sick leave of absence must be reviewed and approved by the Human Resources Department. Each case of an extended sick leave of absence shall be decided and judged on its individual merits and no case shall be deemed as setting a precedent for any other case. Extended sick leaves of absence will be periodically reviewed and evaluated.

ARTICLE XXIV

FUNERAL LEAVE

The Employer shall grant employees pay for lost time up to three (3) days in case of death in the immediate family, defined as mother, father, sister, brother, husband, wife, son, daughter, mother-in-law, father-in-law, step-mother, step-father, step-brother, step-sister, and step-children. In case of death of a sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, or grandchildren, up to one (1) day will be allowed.

ARTICLE XXV

JURY DUTY/WITNESS APPEARANCE

Employees shall be granted time off with pay for reporting for jury duty or for service as a subpoenaed witness upon presentation of satisfactory evidence of such duty of service; on condition, however, that they endorse their jury duty or witness check less travel allowance over to the City Treasurer's Office. Employees shall be required to report to work if excused from jury or witness duty in the regular workday or forfeit pay provided in this paragraph.

ARTICLE XXVI

MATERNITY LEAVE

Employees who become pregnant shall be allowed to work as long as they are physically, mentally, and emotionally able to perform their job duties. Pregnant employees shall utilize accumulated sick leave for maternity purposes, provided they obtain a physician's statement on forms provided by the City indicating their inability to perform their job duties.

Employees are expected to return to work no later than eight (8) weeks after childbirth. Returning employees must submit to the Human Resources Department a physician's statement indicative of their physical ability to return to the full extent of their job duties.

Consideration of extending the eight (8) week post delivery period will be made only in the case of complications resulting from childbirth and the physical inability of the employee in performing her job duties as indicated by a physician's statement. Complications from childrearing shall not be considered a valid reason for a leave extension.

Employees who exhaust their sick leave accumulation while on maternity leave as provided herein shall be considered to be on an extended sick leave of absence until physically able to return to work.

Family/Medical Leave shall be granted in conformance with State and Federal Statutes, without a reduction in the current contractual leave benefits of this collective bargaining agreement.

ARTICLE XXVII

LEAVES OF ABSENCE

Only serious, compelling reasons shall be considered for granting a request for a leave of absence (i.e., military leave, verifiable severe family or personal problems, employer-approved educational leave, etc.). Request for a leave must be submitted to the employee's Department Head at least thirty (30) calendar days before the commencement of the leave unless a dire emergency prevents this procedure from being followed. Employees shall make arrangements with the Human Resources Manager to pay fully for health and life insurance premiums (except those on military leave, whose insurance is paid by the military) if their leave will extend more than five (5) working days. All other fringe benefits shall be suspended for the duration of the leave except the employee's seniority date.

ARTICLE XXVIII

INSURANCES

- A) Medical Coverage Effective January 1, 2009: Full-time employees shall be eligible for City paid health insurance following acceptance into the plan by the carrier. The City will provide only one (1) family policy if both husband and wife are employed by the City. In accordance with the first sentence of this paragraph, every member of the unit shall be provided during the life of this contract with medical and hospitalization insurance under the Partnership Health Care Plan, or its equivalent, beginning with the first day of the month following employment. The City shall pay the full premium for the family and single plans. The City may from time to time change the insurance carrier and/or self-fund its health care program if it elects to do so, if such change provides equivalent coverage. The revised comprehensive health plan referenced above shall become effective June 1, 1994 for all eligible members of the bargaining unit.

Effective January 1, 2007, 5% monthly co-pay, to a maximum monthly amount of \$30 single, \$60 family. Effective January 1, 2008, 5% monthly co-pay, to a maximum monthly amount of \$40 single, \$70 family. For part-time employees an appropriate pro-ration will be adopted. Effective January 1, 2007, there will be a \$10 co-pay for physician office visits and \$100 co-pay for emergency room visits.

The current annual up-front deductible shall be \$200.00 individual and \$500.00 family aggregate for all eligible members of the bargaining unit. Effective January 1, 2005, the annual up-front deductible shall be \$300.00 individual and \$600.00 family aggregate. Effective January 1, 2004, the annual out-of-pocket maximum shall increase to \$2,000.00 individual and \$4,000.00 aggregate for all eligible members of the bargaining unit.

The Flexible Spending Account will be modified effective January 1, 2007 to allow voluntary employee contributions to a maximum of \$5,000 per year

Employees who are eligible and choose not to enroll in the City's health insurance plan will receive a payment of \$50 per month for the period of time that the employee does not receive the benefit. Any employee who does opt out will maintain the ability to resume coverage again at any time for any reason and with the only condition being a 30-day notification to the City. Eligible part-time employees will be pro-rated based on the number of hours worked.

Effective 1/1/07, the City will offer a voluntary wellness incentive. Employees covered by a City health insurance plan who complete a Health Risk Assessment (HRA) with the City Health Department and who participate in one additional wellness program during the same year will receive a \$100 payment by the City (payable to the Employee's flexible spending account). Employees will be eligible for only one payment per family per year.

All employees who retire on or after June 1, 1994, shall be subject to placement within the insurance program established for active bargaining unit employees and as further modified by active bargaining unit employees.

Employees retiring on or after, 1/1/07 will be required to pay the amount of premium contribution for insurance in effect at the time of the employee's retirement. The City will continue to pay Medicare Part B and the retiree will be required to enroll in Medicare B. Employees hired on or after 1/1/07 will not be eligible for Medicare Part B payments by the City. Employees hired on, or after, 1/1/07 will not be allowed to remain in the City's health insurance plan upon reaching the age of Medicare eligibility.

- A) Medical Coverage Effective January 1, 2010: Full-time employees shall be eligible for Employer health insurance following acceptance into the plan. The City will provide only one (1) family policy if both husband and wife are employed by the City. In accordance with the first sentence of this paragraph, every member of the unit shall be provided during the life of this contract with medical and hospitalization insurance under the self-funded City of Racine Health Insurance Plan or its equivalent, beginning with the first day of the month following employment. The Employer shall define a notional health insurance premium. Employees will be required to contribute 5% of the monthly notional premium as a premium share for the coverage selected by the

employee to a maximum monthly amount of \$40 for single coverage and \$70 for family coverage. The Employer may from time to time change the health insurance plan administrator and/or cease to self-fund its health care program if it elects to do so, if such change provides equivalent or improved coverage. The up-front deductible shall be \$300.00 individual and \$600.00 family aggregate. The annual out-of-pocket maximum shall be \$2,000.00 individual and \$4,000.00 aggregate. The lifetime maximum health insurance coverage shall be \$2 million for each covered person. There is a \$150 co-pay for emergency room visits, which shall be waived, upon application to the Human Resources Department, if the patient is admitted to the hospital immediately arising from the emergency room visit. The Emergency Room co-pay shall not apply to annual deductible. The Emergency Room co-pay shall apply to annual out-of-pocket payment. Plan specification booklets of the health insurance program will be provided to all eligible employees upon request from the Human Resources Department; a "Summary of Services" will be on file in the Human Resources Department.

Pill-splitting is encouraged under physician's direction.

The health insurance plan shall provide the same or improved coverage as that in existence immediately prior to the change to United Health Care as the third party administrator on January 1, 2008.

The Employer will continue to pay Medicare B and provide City health insurance and retiree will be required to enroll in Medicare B.

Employees hired on, or after, 1/1/07 will not be eligible for Medicare B payments by the Employer. Employees hired on, or after, 1/1/07 will not be allowed to remain in the City of Racine's health insurance plan upon reaching the age of Medicare eligibility or federal retirement age, whichever occurs later.

However, any employee retiring on or after 1/1/07 shall be required to pay the premium contribution for insurance in effect at the time of the employee's retirement.

Employees who choose not to enroll in the City of Racine's health insurance plan will receive a payment of \$50 per month for the period of time that the employee does not receive the benefit. Any employee who does opt out will maintain the ability to resume coverage again at any time for any reason and with the only condition being a 30 day notification to the Employer. Eligible part-time employees will be pro-rated based on the number of hours worked.

Flexible Spending Account: A Flexible Spending Account is provided to all employees by the Employer, with the Employer contributing \$200.00 to each eligible employee's or retiree's flexible spending account to be used on a calendar-year basis. Claims must be filed by March 31 for the previous year's eligible expenses.

Generally, health care expenses that are otherwise deductible on personal income tax returns are eligible for reimbursement from this account. Some examples of qualifying health care expenses are:

- Medical and dental plan deductibles and copayments
- Dental expenses not covered by the plan
- Vision care, including exams, eyeglasses and contact lenses.

Some examples of expenses that do not qualify:

- Vitamins and over the counter drugs
- Cosmetic surgery
- Weight loss programs, unless for a specific ailment
- YMCA, athletic club, or health club dues.

Wellness Incentive: Employees, employees' spouses, retirees, and retirees' spouses covered by a City health insurance plan who complete a Health Risk Assessment (HRA) with the City Health Department and who participate in one additional wellness program during the same year will receive an incentive payment, payable to the employee's City-provided flexible spending account or directly to the employee via payroll, by the City. The election as to payment to the flexible spending plan or directly to the employee must be made at the time of completion of the HRA. An employee or retired employee shall be eligible for a \$200 wellness incentive payment. Employees' spouses or retired employees' spouses shall be eligible for a \$100 wellness incentive payment. Employees and retirees will be eligible for no more than two payments per family per year. The City may, by policy, provide additional Wellness Incentives at the City's discretion. Employees shall be permitted to complete the HRA while on paid status consistent with the work needs of the department for which the employee works. Employees shall not be on paid status to complete the HRA during times for which the employee is not scheduled to work. The HRA includes a health risk appraisal, blood lipid profile, blood pressure reading, and a consultation with a medical professional.

Fitness Center Reimbursement: The City will reimburse full time employees and retirees that carry the City of Racine health insurance for 50% of the annual membership fee for a fitness center up to a maximum of \$200 per employee.

All employees who retire on or after May 1, 1994 shall be subject to placement within the insurance program established for active bargaining unit employees and as further modified by active bargaining unit employees.

- B) Health Insurance Premium Effective 1/1/12: Employees will be required to contribute 5% of the monthly notional premium as a premium share for the coverage selected by the employee with the dollar amount caps removed.

C) Insurance for Retired Employees: Any Union member who elects to retire and is at least 55 years of age and has the combination of age and years of service totaling 75, may remain in the City's health insurance plan with the premiums fully paid by the City. It is fully understood that upon the death of the retired employee, the surviving spouse and dependents may remain in the group policy under the conditions set forth above which were in effect at the time of the employee's retirement. This privilege shall terminate if the surviving spouse remarries. This privilege shall also terminate for the dependent survivors when they are no longer meet the age and eligibility requirements for coverage under the policy.

Also, any retiree covered under the above provisions who takes employment with any other employer providing medical-hospital insurance coverage equivalent to the City's insurance plan shall be taken off the City's coverage while so employed, on condition that such retiree shall be immediately reinstated under the City's plan upon notice that employment with such subsequent employer has been terminated. All other retirees not covered by the above provisions may remain in the City's health plan in accordance with the terms listed above, provided they and/or their surviving spouses and dependents pay the full premium for such health insurance coverage at the City's premium rate.

Eligible retirees as of June 1, 1994 shall not be transferred into the Partnership Health Care Plan as described in Section A, unless said employee exercises the option to transfer out of the Blue Cross/Blue Shield Series 2000 equivalent. This option must be exercised by July 1, 1994 and no retiree may transfer into the MEI comprehensive plan after that date.

D) Insurance for Death/Disability:

<u>Age</u>	<u>Death/Disability Only:</u>	<u>Policy:</u>
Any age	15 + over	City pays full premium
Any age	10 thru 14	City pays half premium
Any age	5 thru 9	Employees pay full premium

It is fully understood that upon death of an active or disabled (as determined by the Wisconsin Retirement Fund) employee, the surviving spouse and dependents may remain in the group policy under the conditions concerning death and disability set forth above which were in effect at the time of the employee's death or disability retirement. This privilege shall terminate if the surviving spouse remarries. This privilege shall also terminate for the dependent survivors when they no longer meet the age and eligibility requirements for coverage under the policy, or the Wisconsin Retirement Fund determines that the disabled employee is no longer entitled to a disability pension. It is also understood that the above disability provisions shall not apply if the disability is incurred due to performing services while working for another employer.

- E) Racine Group Life Insurance: The Employer shall insure all regular employees with nine thousand dollars (\$9,000.00) of Group Life Insurance at no cost to the employee during the life of this Agreement. The nine thousand dollar (\$9,000.00) life insurance shall be continued without further payment of premiums (provided the insurance carrier permits continued coverage) in the event of total disability of an employee if such disability occurs prior to age 60.

- F) Wisconsin Group Life Insurance: The Employer shall adopt the State of Wisconsin Group Life Insurance Basic program, based on employee earnings and shall pay the premium cost of said plan.

- G) Wisconsin Retirement Fund: Effective on the date of hire, all new employees shall participate in the Wisconsin Retirement Fund Pension Plan. Employees shall pay an amount equal to one-half of all actuarially required Wisconsin Retirement System general employee share contributions, as approved by the Employee Trust Fund Board, effective the first day of the first pay period after March 13, 2011. Prior to March 20, 2011, the City paid the employee's entire share up to six point five (6.5%) percent to the Wisconsin Retirement Fund.

- H) Worker's Compensation: The Employer will pay the difference between the employee's regular wage and the amount received by the employee under Worker's Compensation for not to exceed six (6) calendar months for any one (1) injury. The employee shall be responsible for reporting the date and time of an occupational sickness or injury to the Human Resources Manager, and also for reporting the date of the return to work.

Effective January 1, 1995, the Employer shall pay eighty-five percent (85%) of the employee's regular wage for a period not to exceed six (6) calendar months for any one (1) injury.

ARTICLE XXIX

WAGE RATES

The rate schedules marked Exhibit 'A' and 'B' is hereby made a part of this Agreement and shall govern the wages to be paid employees covered by this Agreement.

All employees shall be paid by direct deposit. Employer shall indemnify, and shall repay employee, for all penalty charges imposed by any financial institution for overdraft charges directly caused by a failure of a deposit for the payment of wages to be made directly to the employee's financial institution on the day of a regular pay date.

Pay Scale Adjustment: Medical Assistant HD-2 Scale

From:	14.19	14.88	15.68	16.42	17.26
To:	15.68	16.42	17.26	18.08	18.94

ARTICLE XXX

HEALTH AND SAFETY

- A) General: The Employer and employee shall observe all applicable health and safety laws and regulations and will take all reasonable steps necessary to assure employee and client health and safety. Should an employee become aware of conditions he/she believes to be unhealthy or dangerous to the health and safety of employees and/or clients, the employee shall report such condition immediately to his/her supervisor. All unsafe or unhealthy conditions shall be remedied as soon as is practical.
- B) Professional Tools, Equipment, and Other Clinical Materials: The Employer shall furnish and maintain all tools, equipment, and supplies required to enable employees to satisfactorily carry out their duties and responsibilities.
- C) If employees have a reasonable concern for the safety of their person or property, the Department Head will arrange for appropriate protection.
- D) Employees shall be provided with appropriate work related vaccinations/immunizations at no cost to the employees.

ARTICLE XXXI

NON-DISCRIMINATION

The parties agree that neither the Employer nor the Union will discriminate against any employee on the basis on age, sex, race, color, creed, handicap, national origin, sexual orientation, ancestry, marital status, protected Union activity, religion, political affiliation, or any other legally prohibited basis. The City and the Union agree to recognize the provisions of the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, and the Family and Medical Leave Act (both State and Federal). The Employer and the Union agree that all employees shall be able to work in an environment free of harassment as per the City's Anti-Harassment Policy.

ARTICLE XXXII

PROFESSIONAL EDUCATION AND DEVELOPMENT

- A) Employee Training: When an employee's attendance at training or educational sessions is required or directed by the Employer, such attendance will be without the loss of a normal day's pay and at the Employer's expense, including travel expense.

- B) Job Required Training: Should an employee be required to achieve further educational credit or pass a certification examination to maintain licensure, certification or registration, it is agreed by and between the Employer and the Union that such training shall be without the loss of a normal day's pay including mileage expense.
- C) Educational Opportunities Posting: The Employer agrees to post in a timely fashion all reasonable information regarding educational opportunities for staff members on the Union bulletin board.
- D) Continuing Education and Conferences: Employees may request attendance at various, appropriate, job-related professional conferences each year, with the Employer retaining the exclusive right to approve or deny such requests. The Employer agrees not to be arbitrary or capricious in approving or denying requests for continuing education or conferences.

ARTICLE XXXIII

PERFORMANCE APPRAISAL/RECLASSIFICATIONS

- A) Bargaining unit employees shall receive an annual performance appraisal within thirty (30) working days of the employees' anniversary date of employment. Probationary employees shall receive a performance appraisal at the end of one (1) month and five (5) months of employment. These evaluations are intended to describe strengths and weaknesses and are not disciplinary in nature.
- B) Performance appraisals shall be prepared in writing by the department head or division director with any input deemed necessary. The performance appraisal shall be discussed with the employee and the employee shall be allowed to record in writing any disagreement with the performance appraisal.
- C) The performance appraisal shall be signed by both the department head and the employee. A copy of the performance appraisal shall be made available to the employee. A copy of the performance appraisal shall be placed in the employee's personnel file.
- D) The Employer reserves the unilateral authority to establish, add to, delete, or modify performance appraisal forms. Such appraisal forms or modification thereof shall be standard for all bargaining unit employees.
- E) If an employee disagrees with the department head's evaluation, the employee may request a joint conference with the Human Resources Manager, and his/her department head before the evaluation is finalized.
- F) Reclassification: Employees in job titles with more than one classification and who meet the minimum training and experience requirements as established in the official job description maintained in the Human Resources Department, shall be reclassified to

the next highest classification no later than sixty (60) days after written application to the Human Resources Department.

ARTICLE XXXIV

HOURS OF WORK

- A) The standard work week shall be Monday through Friday. The standard workday for full-time employees shall be from 8:00 a.m. to 4:55 p.m. with a 65 minute lunch period. Employees working the daily schedule set forth above shall be compensated on the basis of eight (8) hours per day.
- B) Deviations from the standard starting and quitting times set forth above may be made by mutual agreement between the affected employee(s) and the immediate supervisor.
- C) It is understood that in any department the City may require minor and temporary changes in the times certain employees take their one hour and five minute lunch break. This is to accommodate special needs at certain times of the year of some departments.
- D) There shall be no across-the-board reduction of hours among regular employees to obviate layoffs or otherwise share available work.
- E) All the above listed work schedules are flexible and may vary based upon departmental needs, service demands, and work assignment scheduling. The Administrative Manager (or designee) shall have the right to adjust these schedules to maintain the efficiency of City government operations. When possible, the City shall first ask volunteers of those qualified to do the job. If no one volunteers, then the assignment shall be by seniority on a rotating basis, with the first assignee being the least senior employee.

ARTICLE XXXV

OVERTIME

- A) An accumulation of forty (40) working hours in any work week shall entitle an employee to time and one half (1-1/2) for Saturday work. Each of the specified holidays or other excused absence shall be considered a work day of eight (8) hours in reference to this provision.
- B) Time and one half (1-1/2) the regular rate of pay shall be paid for all work in excess of the daily and weekly working hours provision.
- C) Time and one half (1-1/2) the regular rate shall be paid for all work performed before the established starting time or after the established quitting time.

- D) Two (2) times the regular rate of pay shall be paid for all work performed by regular employees on Sundays, unless Sunday is a scheduled work day.
- E) Two (2) times the regular rate of pay shall be paid for all work performed by regular employees on holidays.
- F) Overtime shall be divided as equally as possible within departments and overtime lists shall be posted in each department.
- G) Emergency Overtime: Employees are required to work emergency overtime. An emergency for the purpose of this section shall constitute an occurrence (including, but not limited to all weather problems) requiring immediate action to provide necessary City service.
- H) Any employee who has been called to work other than his/her regular work hours and at a time not contiguous to the starting or ending time of his/her regular shift shall be granted as call-in pay at least equal to four (4) hours of pay at his regular rate.
- I) Employees may earn up to twenty-eight (28) hours of compensatory time at time and one-half on a continual or rolling basis. This provision means that twenty-eight (28) hours worked at a time and one-half equates to forty-two (42) hours of accumulated compensatory time. Any time earned beyond the basic forty-two (42) hours accumulated shall be paid at time and one-half.
- J) Scheduled Overtime: Employees who are scheduled to work overtime on a non-emergency basis shall be guaranteed a two hour minimum of pay or equivalent. Scheduled overtime shall be considered as giving notice greater than one working day.

ARTICLE XXXVI

LONGEVITY

The Employer agrees to pay longevity pay to employees based on the following seniority schedule:

2% after 5 years
 3-1/2% after 10 years
 5% after 15 years

All Union members hired after January 1, 1988, shall not be eligible for the longevity program.

ARTICLE XXXVII

MILEAGE

The parties agree, during the term of this agreement, to abide by the mileage reimbursement program adopted by the Racine Common Council under Resolution No. 8505 of October 3, 1995.

The positions of Sanitarian I, Sanitarian II, and regular Sanitarian Aide I, and Sanitarian Aide II positions will receive a base monthly auto allowance of \$52.00 per month during the term of this Agreement, in addition to the allowable mileage reimbursement under U.S. Federal Income Tax Regulations. The base monthly allowance shall be paid each month for the preceding month.

ARTICLE XXXVIII

MUTUAL COOPERATION

The Union pledges that it will cooperate with the City in a concerted effort for more production consistent with the highest quality of workmanship.

ARTICLE XXXIX

SEVERABILITY

If any article or section of this Agreement or any addendum thereto shall 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 pending determination as to its validity, the remainder of this Agreement and the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance or enforcement of has been restrained, shall not be affected thereby.

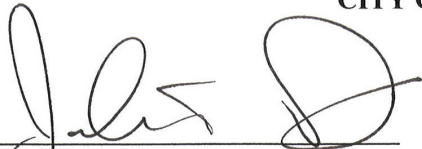
ARTICLE XL

ENTIRE AGREEMENT

The foregoing constitutes the entire Agreement between the parties and no verbal statement shall supersede any of its provisions. Any oral agreements, practices, or statements not specifically set forth herein are hereby declared null and void and no effect. None of the terms and conditions of this Agreement may be modified except by mutual agreement in writing.

Executed at the City of Racine, Wisconsin this 1st day of March 2011.

CITY OF RACINE, WISCONSIN



John Dickert, Mayor



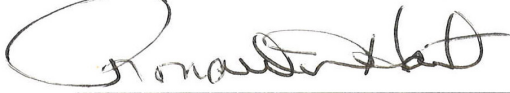
Janice Johnson-Martin, City Clerk




James T. Spangenberg, Chairman
Finance Committee



Q.A. Shakoor, II, Vice Chairman
Finance Committee



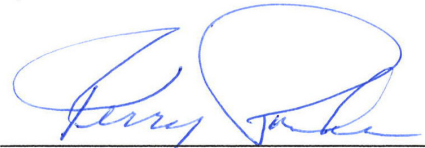
Ronald D. Hart
Finance Committee



Terrence McCarthy
Finance Committee




Dennis Wisner
Finance Committee

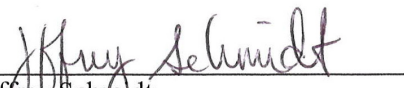


Terry Parker
Human Resources Manager

SEIU Healthcare Wisconsin



Dian Palmer, President SEIU Healthcare



Jeffrey Schmidt



Michele Breheim



Sarah Clemons



Roxanne Robbins

SIDE LETTERS OF AGREEMENT

Side Letter of Agreement expiring on December 31, 2011

It is hereby agreed by and between the parties, the City of Racine and the SEIU Healthcare WI (Health Department Union), that the Public Health Educator (HD-7) position shall be renamed Public Health Educator I effective January 1, 2009.

A Public Health Educator II position shall be created effective January 1, 2009. The Public Health Educator II job description shall include the requirement that an employee holding such position shall hold and maintain a Certified Health Education Specialist (CHES) certification. An employee holding a Public Health Educator I shall be advanced to Public Health Educator upon obtaining a CHES certification. An employee holding a Public Health Educator II position shall be reduced to Public Health Educator I upon losing or failing to maintain a CHES certification.

The Public Health Educator II position shall be HD-8 effective January 1, 2009. The Public Health Educator II position shall increase to HD-9 effective January 1, 2010. The Public Health Educator II position shall increase to HD-10 effective January 1, 2011.

EXHIBIT 'A'
BASE WAGE RATE SCHEDULE –
JANUARY 1, 2011 THROUGH MARCH 19, 2011

Pay Grade Pay Range & Class Title	Starting	End of First Yr.	End of Second Yr.	End of Third Yr.	End of Fourth Yr.
HD-1	13.67	14.31	15.08	15.80	16.60
	109.36	114.48	120.64	126.40	132.80
	2,369.47	2,480.40	2,613.87	2,738.67	2,877.33
	28,433.60	29,764.80	31,366.40	32,864.00	34,528.00

Health Aide I
Home Visitor
Laboratory Aide
Sanitarian Aide I
WIC Breastfeeding Peer Counselor

HD-2	15.68	16.42	17.26	18.08	18.94
	125.44	131.36	138.08	144.64	151.52
	2,717.87	2,846.13	2,991.73	3,133.87	3,282.93
	32,614.40	34,153.60	35,900.80	37,606.40	39,395.20

Medical Assistant

HD-3	17.92	18.81	19.65	20.56	21.55
	143.36	150.48	157.20	164.48	172.40
	3,106.13	3,260.40	3,406.00	3,563.73	3,735.33
	37,273.60	39,124.80	40,872.00	42,764.80	44,824.00

Diet Technician (WIC)
Sanitarian Aide II
Lab Technician
Nutritionist

HD-4	18.81	19.65	20.56	21.55	22.47
	150.48	157.20	164.48	172.40	179.76
	3,260.40	3,406.00	3,563.73	3,735.33	3,894.80
	39,124.80	40,872.00	42,764.80	44,824.00	46,737.60

HD-5	19.19	19.98	20.85	21.70	22.65
	153.52	159.84	166.80	173.60	181.20
	3,326.27	3,463.20	3,614.00	3,761.33	3,926.00
	39,915.20	41,558.40	43,368.00	45,136.00	47,112.00

HD-6	19.98	20.85	21.70	22.65	23.68
	159.84	166.80	173.60	181.20	189.44
	3,463.20	3,614.00	3,761.33	3,926.00	4,104.53
	41,558.40	43,368.00	45,136.00	47,112.00	49,254.40

HD-7	20.85	21.70	22.65	23.68	24.70
	166.80	173.60	181.20	189.44	197.60
	3,614.00	3,761.33	3,926.00	4,104.53	4,281.33
	43,368.00	45,136.00	47,112.00	49,254.40	51,376.00

Lab Technologist I
Registered Nurse
Sanitarian I
Public Health Educator I

HD-8	21.64	22.57	23.67	24.70	25.79
	173.12	180.56	189.36	197.60	206.32
	3,750.93	3,912.13	4,102.80	4,281.33	4,470.27
	45,011.20	46,945.60	49,233.60	51,376.00	53,643.20

HD-9	22.57	23.67	24.70	25.79	26.96
	180.56	189.36	197.60	206.32	215.68
	3,912.13	4,102.80	4,281.33	4,470.27	4,673.07
	46,945.60	49,233.60	51,376.00	53,643.20	56,076.80

HD-10	23.70	24.84	25.95	27.09	28.31
	189.60	198.72	207.60	216.72	226.48
	4,108.00	4,305.60	4,498.00	4,695.60	4,907.07
	49,296.00	51,667.20	53,976.00	56,347.20	58,884.80

Epidemiologist/Bioterrorism Preparedness Coordinator
Lab Technologist II
Lead Epidemiologist
Project Director/Nutritionist (WIC)
Sanitarian II
Public Health Educator II

EXHIBIT 'A'
BASE WAGE RATE SCHEDULE –
MARCH 20, 2011 THROUGH DECEMBER 31, 2011

Pay Grade Pay Range & Class Title	Starting	End of First Yr.	End of Second Yr.	End of Third Yr.	End of Fourth Yr.
HD-1	14.07	14.72	15.52	16.26	17.08
	112.56	117.76	124.16	130.08	136.64
	2,438.80	2,551.47	2,690.13	2,818.40	2,960.53
	29,265.60	30,617.60	32,281.60	33,820.80	35,526.40
Health Aide I Home Visitor Laboratory Aide Sanitarian Aide I WIC Breastfeeding Peer Counselor					
HD-2	16.13	16.90	17.76	18.60	19.49
	129.04	135.20	142.08	148.80	155.92
	2,795.87	2,929.33	3,078.40	3,224.00	3,378.27
	\$33,550.40	35,152.00	36,940.80	38,688.00	40,539.20
Medical Assistant					
HD-3	18.44	19.36	20.22	21.16	22.17
	147.52	154.88	161.76	169.28	177.36
	3,196.27	3,355.73	3,504.80	3,667.73	3,842.80
	38,355.20	40,268.80	42,057.60	44,012.80	46,113.60
Diet Technician (WIC) Sanitarian Aide II Lab Technician Nutritionist					
HD-4	19.36	20.22	21.16	22.17	23.12
	154.88	161.76	169.28	177.36	184.96
	3,355.73	3,504.80	3,667.73	3,842.80	4,007.47
	40,268.80	42,057.60	44,012.80	46,113.60	48,089.60
HD-5	19.75	20.56	21.45	22.33	23.31
	158.00	164.48	171.60	178.64	186.48
	3,423.33	3,563.73	3,718.00	3,870.53	4,040.40
	41,080.00	42,764.80	44,616.00	46,446.40	48,484.80
HD-6	20.56	21.45	22.33	23.31	24.37
	164.48	171.60	178.64	186.48	194.96
	3,563.73	3,718.00	3,870.53	4,040.40	4,224.13
	42,764.80	44,616.00	46,446.40	48,484.80	50,689.60

HD-7	21.45	22.33	23.31	24.37	25.42
	171.60	178.64	186.48	194.96	203.36
	3,718.00	3,870.53	4,040.40	4,224.13	4,406.13
	44,616.00	46,446.40	48,484.80	50,689.60	52,873.60

Lab Technologist I
Registered Nurse
Sanitarian I
Public Health Educator I

HD-8	22.27	23.22	24.36	25.42	26.54
	178.16	185.76	194.88	203.36	212.32
	3,860.13	4,024.80	4,222.40	4,406.13	4,600.27
	46,321.60	48,297.60	50,668.80	52,873.60	55,203.20

HD-9	23.22	24.36	25.42	26.54	27.74
	185.76	194.88	203.36	212.32	221.92
	4,024.80	4,222.40	4,406.13	4,600.27	4,808.27
	48,297.60	50,668.80	52,873.60	55,203.20	57,699.20

HD-10	24.39	25.56	26.70	27.88	29.13
	195.12	204.48	213.60	223.04	233.04
	4,227.60	4,430.40	4,628.00	4,832.53	5,049.20
	50,731.20	53,164.80	55,536.00	57,990.40	60,590.40

Epidemiologist/Bioterrorism Preparedness Coordinator
Lab Technologist II
Lead Epidemiologist
Project Director/Nutritionist (WIC)
Sanitarian II
Public Health Educator II

EXHIBIT 'B'
BASE WAGE RATE SCHEDULE – JANUARY 1, 2012

The prior year's (2011) rate schedule will be adjusted for 2012 according to either the greater of (a) 1%, or (b) the consumer price index change, which is defined as the average annual percentage change in the consumer price index for all urban consumers, U.S. city average, as determined by the federal department of labor, for the 12 months immediately prior to January 1, 2012.