

**ARTICLES OF AGREEMENT**

**BETWEEN**

**CITY OF RACINE**

**AND**

**SEIU HEALTHCARE WISCONSIN**

**Public Health Nurses Unit**

**2011 - 2012**

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## **AGREEMENT**

Agreement between City of Racine, WI 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**

WHEREAS, both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the Employer – Employee relationship which exists between them and to enter into an Agreement covering rates of pay, hours of work, and other conditions of employment with a view of securing a harmonious cooperation between Employer and Employees and averting disputes.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto hereby 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 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 August 1, 2012, or August 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 Wisconsin, SEIU, CIO, CTW, as the sole and exclusive collective bargaining representatives for all regular full-time and regular part-time public health nurses employed by the City of Racine, excluding supervisory, managerial, executive, confidential, and non-professional 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.

2) **Inspection of Working Conditions and Resolving Grievances:** One (1) accredited representative of the Union (as defined on the list in Article VIII, 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 notify their immediate supervisor prior to and before leaving their work area and upon entering a new work area, shall notify 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 officers 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 Manager 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 the 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 one (1) employee selected by the Union shall be allowed one (1) day of paid leave to attend the SEIU Healthcare representative assembly. Effective January 1, 1992, one (1) employee shall be allowed two (2) days of paid leave for the representative assembly or two (2) employees shall be allowed one (1) day. The Union shall notify the City with one (1) month's notice of the date of the assembly and the employee selected for paid leave pursuant to this provision.

#### **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 second 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 next submission of funds to the collective bargaining 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, judgements, 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 \$2.00 per pay period from the paycheck of each employee who submits a signed authorization for said deduction to be made the Union's C.O.P.E. committee. The employee may discontinue this deduction at any time by notifying the Employer in writing of her/his to 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 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 from each employee.
- 5) **Personnel List:** The Employer agrees to furnish the Union with a list of all employees in the bargaining unit by seniority and any such changes which may be made from time to time shall be communicated in writing, promptly to the Union.

## 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 in the departments covered by the terms of 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. 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, and take other disciplinary action against employees for just cause.
- 3) To lay off employees due to lack of work or funds in keeping with the seniority provision of the Agreement.
- 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 function 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. Temporary employees shall not be assigned overtime unless regular employees are working overtime or are unavailable.

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. The Employer agrees to furnish the Union with a copy of all current policies, procedures, and work rules for the department and any changes in such shall be communicated promptly to the Union.

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**

### **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 VI**

### **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 a local Union delegate and one (1) representative to completely explain the changes and to receive suggestions from the Union concerning them at least thirty (30) calendar days prior to implementation. A Union staff member may also participate in the meeting if so requested by Union. 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 VII**

### **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 a local Union delegate and one (1) other representative to completely explain the changes and to receive suggestions from the Union concerning them at least thirty (30) calendar days prior to implementation. A Union staff member may also participate in the meeting if so requested by the Union. 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 VIII

### GRIEVANCE PROCEDURE

- A) **DEFINITION OF A GRIEVANCE:** Should a difference arise between the City and the Union or 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. The arbitrator shall use his/her best efforts to mediate before the final arbitration hearing.
- 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 settlement in favor of the other party. However, if it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limitations may be extended by mutual consent of the parties confirmed in writing.
- D) **NAMES OF UNION OFFICIALS:** The Union shall provide the Human Resources Department and Public Health Administrator with a list of Union delegates in writing, and further, present the Human Resources Department and Public Health Administrator 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 fifteen (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 ten (10) working days after receipt of the written decision of the immediate supervisor. The department head may discuss the grievance with the employee and his/her Union representative 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, the written grievance may be appealed to the Human Resources Department within ten (10) working days after receipt of the written decision of the department head. The Human Resources Department shall discuss the grievance with the employee and his/her Union representative and shall render a decision within (10) working days in writing.

- 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:** The arbitrator shall use his/her best efforts to mediate before the final arbitration hearing. If the Union grievance is not settled at the third step, or if any grievance filed by the City cannot be satisfactorily resolved by conferences with the appropriate representatives of the Union, the grievance shall be submitted to arbitration upon request of either party within thirty (30) calendar days of receipt of Step 3 answer.
- 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 appoint a W.E.R.C. representative if possible or an impartial arbitrator to resolve the dispute.
- I) **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:** Both parties shall share equally in the costs and expenses of the arbitration proceedings, including transcript fees, 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 the parties choose to have a transcript prepared, the parties shall share in the cost equally,

however, either party 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 employer. 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, all previous records of minor infringements shall be removed 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, in its discretion, the City will advise both the Union and the individual employee that his/her job is in jeopardy. Probationary 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 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 IX**

### **NO STRIKES/NO 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 X

### SENIORITY

A) **DEFINITION:** The seniority of a regular employee is determined by the length of his/her service with the Health Department, based on 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 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 computing seniority. Regular part-time employees shall have first choice at filling full-time jobs based on their seniority. Current part-time employees (those employed as of January 1, 1994) shall not be laid off to accommodate full-time hires.

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 (see A above) with the Employer shall be given primary 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. Wage adjustments and fringe benefits, however, shall commence as provided in this Agreement irrespective of the probationary period. When a probationary employee becomes a regular employee,

he/she 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/she becomes a regular 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 XI**

### **JOB POSTINGS**

- A) **POSTING PROCEDURE:** When the City determines a job vacancy occurs due to retirement, quit, death, new position, or for whatever reason in the bargaining unit shall be posted. The posting shall set forth the job title, duties and qualifications desired, rate of pay, work location or assignment, and shift. Sufficient space shall be provided for employees to sign (apply) for said job posting.

All job openings within the province of the bargaining unit shall be posted for five (5) working days in overlapping consecutive weeks. The successful bidder or the Union shall be notified within five (5) workdays after the close of the posting.

The City agrees to move the successful bidder to his/her new position as quickly as possible, but in no event later than thirty (30) calendar days after notification of his/her selection.

- B) In accordance with Article X – **SENIORITY** – total bargaining unit seniority shall prevail in all job postings so long as the employee meets the basic minimum qualifications for the job. Shift changes will be based on departmental seniority.
- C) **PROBATIONARY PERIOD:** Employees working on a job obtained through job posting shall serve a thirty (30) calendar day probationary period and shall be guaranteed the right to return to his/her previous job if he/she is dissatisfied or should his/her ability to handle the new work prove unsatisfactory within this probation period.
- D) **RETURN TO PREVIOUS JOB:** If within thirty (30) calendar days the employee is dissatisfied with the posted job and wishes to return to his/her previous job, the Employer shall have the right to request the employee to remain on the job until such a time as the job is again posted and filled. At no time shall this time exceed thirty (30) calendar days. In order for a Union employee to change jobs or classification while still in a probationary status, he/she must return to his/her previous job classification.

## **ARTICLE XII**

### **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 XIII**

### **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 Human Resources file at such reasonable times and places as specified by the Employer, and, upon request, will be provided with a copy of any 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 XIV

### LAYOFFS/BUMPING/RECALL

- A) Employees in a classification in which position(s) are to be reduced, shall be laid off in inverse order of their length of service and shall possess the right to be re-employed in order of their seniority in positions for which they can qualify for a period of three (3) years following layoff. Employees shall not lose credit for seniority or sick leave accumulated at the time of layoff if they are re-employed within three (3) years. The City agrees to give two (2) weeks advance notice to employees being laid off. However, 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. Employees may 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 employees shall be deemed to have been laid off by the City.
- B) All layoffs with the bargaining unit shall be on the basis of least senior employees first (in the affected classification), except where the senior employee is physically unable to perform the work. In such instances, to prove qualified, the employee must demonstrate ability to do the job within thirty (30) calendar days.
- C) In lieu of layoff, an employee may elect to transfer into any other vacant position in the department which is to be filled and for which they are qualified, or the employee may bump a less senior and least senior employee in the same or lower pay range job classification for which the employee meets the basic minimum qualifications. A displacing employee shall be qualified to do the job. The position shall not be given to anyone who is not found to have the skill and ability (as established in the official job description maintained by the Human Resources Department) to perform the work required. An employee who bumps into a position shall be placed at the salary step which most closely corresponds to, but does not exceed, the employee's salary at the time of the bumping.

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. For the purposes of this Section, classifications of regular full and part time employees are defined as the Public Health Nurses. 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.

- D) With the approval of the Public Health Administrator, an employee who has received written notice of layoff shall be granted up to sixteen (16) hours of unpaid leave of

absence for preparation of a resume, interviews, examinations, and other job search activities. For said activities which require the employee to be absent from the work site, the employee shall give the Public Health Administrator at least five (5) work days notice where possible.

## **ARTICLE XV**

### **TYPES OF EMPLOYEES**

- A) **REGULAR FULL-TIME:** This employee is hired into a regular, full-time position and works seven hours and fifty minutes per day, five days per week. This type of employee is entitled to all the usual and normal City benefits.
  
- B) **TEMPORARY:** Any employee who has been hired on a limited full-time basis, for an indefinite period of time extending not more than six (6) months. Temporary employees can only work one (1) six month period per year. This type of employee is not entitled to the normal City benefits except holiday pay.

The City of Racine Health Department shall have the right to hire non-public health nurses and health aides on a temporary basis not to exceed six (6) months in any calendar year (unless agreed upon otherwise between the parties) to assist the Public Health Nurses.

Such temporary employees shall only be hired when vacancies for Public Health Nurses exist and shall not be hired to replace existing employees or existing Public Health Nurse vacant positions.

The hiring of such temporary employees shall not diminish the City's efforts to recruit and hire Public Health Nurses.

The wage rates for such employees is a negotiable item with the Union in accordance with Wisconsin Statutes, Chapter 111.70, and shall not exceed the starting rate of a Public Health Nurse upon hiring.

- C) **PART-TIME EMPLOYEES:** This employee is hired to work less than seven hours, fifty minutes per day or five or less days per week. Employees who are normally scheduled to work twenty or more hours per week are entitled to all the benefits contained in this collective bargaining agreement on a pro-rated basis, except for health insurance coverage which is available only to employees who work 24 or more hours per week. Furthermore, employees who are normally scheduled to work less than 20 hours per week are also entitled to pro-rated benefits except vacation and health insurance. 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.



## **ARTICLE XVI**

### **REST PERIODS**

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

## **ARTICLE XVII**

### **HOLIDAYS**

A) **SCHEDULE OF HOLIDAYS:** The following days shall be designed as holidays:

New Year's Day  
Spring Break Holiday (April 22, 2011 and April 6, 2012)  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Thanksgiving Friday  
Day before Christmas  
Christmas Day  
Day before New Year's Day

Effective January 1, 2001, bargaining unit members shall be entitled to one (1) additional holiday, which shall be a floating holiday.

B) **WORK BEFORE AND AFTER HOLIDAY:** Employees shall be paid at their regular base rate of pay for the above mentioned holidays, provided, however, to be entitled to such pay, the employee must work their regularly scheduled hours the work day preceding and following the particular holiday unless on an excused absence. Part-time employees shall receive holiday pay for the designated holiday whether they are scheduled to work or not.

In the event the holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. In the event that a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

In the event the Saturday paid holiday is to be observed on Friday, and that Friday is already designated as a paid holiday, the preceding Thursday shall be observed as the paid holiday. In the event the Sunday paid holiday is to be observed on Monday and that Monday is already designated as a paid holiday, the following Tuesday shall be observed as the paid holiday.

- C) **WORK ON HOLIDAY:** In the event an emergency should make it necessary for an employee to work during the holiday, the employee will work at double time his/her regular rate for said period and in addition receive his/her holiday pay.
- D) **ELIGIBILITY:** All regular employees must be employed for thirty (30) calendar days before being eligible for holiday pay.

New regular employees must be employed for at least six (6) months before they are eligible for the floating holiday.

## ARTICLE XVIII

### VACATIONS

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 1<sup>st</sup>, 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 of 1980). Thereafter, time in service on or before December 31<sup>st</sup> 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 a pro-rated vacation based on the number of full months worked from the previous December 31<sup>st</sup>, 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 31<sup>st</sup> of each year shall be used as 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 the previous December 31<sup>st</sup>, 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) **VACATION WEEK:** A vacation week for a full-time employee shall consist of forty (40) hours at the employee's regular base rate of pay. A vacation week for part-time employees shall consist of the number of hours normally worked at the employee's regular base rate of pay. In the event an employee cannot take a vacation regularly scheduled for the last week in December because he/she is called back by the City, the unused portion of this vacation for that week shall be carried over into the next year. Vacation allowed to be carried into the next year must be used within the first three (3) months of the new year.
- D) **DIVISION OF VACATION:** Upon agreement between the employee and the Administrative Manager or department head, the City will allow vacation to be divided into increments of less than one week provided the City retains the right to determine how many employees can be gone at any one time.
- E) **METHOD OF SELECTION:** Vacation periods shall be selected by Department or Division by employees prior to March 1<sup>st</sup> of each year for the following 12-month period. The selection of vacation periods from March to March does not alter the number of vacation days that may be used on a calendar-year basis. Selection of the dates shall be by departmental seniority. An attempt shall be made to give notice of confirmation or denial of each request by March 15, with such requests after March 1<sup>st</sup> subject to mutual agreement between the department head and the employees. For requests made after March 1<sup>st</sup> seniority shall not apply and an attempt shall be made to give notice of confirmation or denial within two (2) weeks of the requests.
- F) **RETIREMENT/DISABILITY:** Employees who retire under the Wisconsin Retirement plan, or employees who are unable to work due to a disability prior to December 31 shall be entitled to any unused vacation not taken during the calendar year of retirement or disability.

- G) **DEATH:** The survivors of an employee who dies prior to December 31 shall be entitled to any unused vacation not taken by the employee during the calendar year of death.

## **ARTICLE XIX**

### **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 one (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 considered for severance pay purposes. The scheduling of casual days shall be mutually agreed upon by the employee and the department head.

## **ARTICLE XX**

### **SICK LEAVE**

- A) **ELIGIBILITY:** Eligibility for sick leave shall begin after the completion of six (6) months of actual service following regular appointment, but accumulation shall be retroactive to the time of regular employment.
- B) **DAYS PER YEAR:** All regular full-time employees shall earn sick leave at the rate of one (1) day per full month (maximum twelve (12) days sick leave per year) with full pay at the regular base rate.
- C) **ACCUMULATION LIMIT:** Sick leave shall be accumulative up to one hundred fifty (150) working days. If sick three (3) or more consecutive working days, the employee taking such leave shall furnish his/her department head (or Administrative Manager) upon request with a certificate or illness signed by a licensed physician.
- D) **RESERVE SICK LEAVE BANK:** Employees shall accrue sick leave 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 (150) days of sick leave in his/her basic sick leave account.

Employees may accrue an unlimited number of days in the reserve sick leave account. An employee may use the reserve sick leave account days until he/she has depleted the number of days in the basic sick leave account to zero (0) within twelve (12) continuing calendar months.

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

Employees hired after February 1, 1988, shall not be eligible to accumulate sick leave benefits into the reserve sick leave bank.

- E) **SEVERANCE BENEFIT:** Upon death, retirement on pension, total disability, or layoff, the employee or survivor shall be paid a sum equal to fifty percent (50%) of the regular daily wage of the first one hundred and forty (140) days of sick leave accumulated 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. Upon recall from layoff, if any, 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.

- F) **ABUSE OF SICK LEAVE:** Abuse of sick leave shall result in disciplinary action, including discharge, in the event of continued abuse.
- G) **NOTIFICATION:** Those employees utilizing their sick leave (which is to be used for personal illness or as permitted by state or federal law only) must notify their respective departments no later than ten minutes after the start of business in the morning or afternoon.

## **ARTICLE XXI**

### **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 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 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 XXII**

### **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-parents, step-children, step-brother, or step-sister. 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 XXIII**

### **JURY DUTY/WITNESS APPEARANCES**

Employees shall be granted time off with pay for reporting for jury duty or for jury service as a subpoenaed witness upon presentation of satisfactory evidence of such duty or 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 XXIV**

### **MATERNITY/FAMILY 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/or Federal statutes without a reduction in the current contractual leave benefits of this collective bargaining agreement.

## **ARTICLE XXV**

### **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, etc.). Request for a leave must be submitted to the employee's immediate supervisor 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 Department 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 will be suspended for the duration of the leave except the employee's seniority date.

## **ARTICLE XXVI**

### **INSURANCES**

A) **MEDICAL COVERAGE:** 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. 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 out-of-pocket maximum shall be \$2 million. 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. All employees who retired between January 1, 1996 and December 31, 2006, shall be subject to placement within the insurance program established for active bargaining unit employees and as further modified by active bargaining unit employees.

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.

**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.

**B) HEALTH INSURANCE PREMIUMS 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:** Retiring regular full-time employees will be continued in the group hospital-medical-surgical insurance plan and will be insured pursuant to the following:

Any full-time, regular employee 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.

Upon the death of the retired full-time 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 or becomes employed. This privilege

shall also terminate for the dependent survivors when they 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-surgical 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 premiums for such health insurance coverage at the City's premium rate.

Death/Disability Only

<u>Age</u>	<u>Years of Service</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	Employee pays full premium

Upon the death of any active or disabled (as determined by the Wisconsin Retirement Fund) full-time 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 or becomes employed. 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 employee.

- D) **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. The nine thousand dollar (\$9,000.00) life insurance shall be continued without further payment of premiums in the event of total disability of an employee if such disability occurs prior to age 60.
  
- E) **WISCONSIN GROUP LIFE INSURANCE:** The Employer shall adopt the State of Wisconsin Group Life Insurance program, paid for jointly by the Employer and the employee, as provided by Wisconsin statutes relating thereto.
  
- F) **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.

- G) **WORKER'S COMPENSATION:** The Employer will pay eighty-five percent (85%) of the employee's regular wage for not to exceed sixty (60) working days for any one (1) injury. Upon completion of sixty (60) working days, the employee will continue to receive his/her worker's compensation check until final disposition of the case. The employee shall be responsible for reporting the date and time of an occupational sickness or injury to the Human Resources Director, and also for reporting the date of the return to work.
- H) **PROFESSIONAL LIABILITY INSURANCE:** The Employer agrees to continue to provide Professional Liability Coverage, at least equal to that which is currently provided at no cost to bargaining unit employees.

## **ARTICLE XXVII**

### **WAGE RATES**

- A) The wage 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.
- B) All employees will be subject to the direct deposit of pay and the City will provide a printed summary of all pay and deductions.

## **ARTICLE XXVIII**

### **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 practicable. When home visits are required in a high risk area of the City, the nurses may request to work in pairs and may be allowed to do so when practicable.
- 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) Employees shall be provided with appropriate work-related vaccinations/immunizations (including, but not limited to, flu, hepatitis, and tetanus) at no cost to the employees.

## **ARTICLE XXIX**

### **NON-DISCRIMINATION**

The parties agree that neither the Employer nor the Union will discriminate against any employee on the basis of age, sex, race, color, creed, handicap, national origin, sexual orientation, ancestry, marital status, protected Union activity, religion, political affiliation, or any other legally protected 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 XXX**

### **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 as a public health nurse 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 and at the Employer's expense, including travel 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.

Employees shall be granted up to three (3) days off without loss of pay on regularly scheduled work days each fiscal year to attend their professional organization's

conventions or other professional meetings, institutes, seminars, and workshops regardless of sponsorship, or to attend certification preparation courses, or to take a professional certification examination related to the advancement of the employee's professional development. The employee shall request approval to attend such conventions or meetings from the Public Health Administrator at least sixty (60) calendar days in advance, whenever possible. Such approval shall be granted if it is not in conflict with staffing or scheduling needs.

- E) **ADVANCED FORMAL EDUCATION:** Employees may request time off without pay to attend job-related education courses in any institution of higher education in the State of Wisconsin so long as the time off does not result in increased work for the remaining staff. The Employer retains the exclusive right to approve or deny such requests and agrees not to be arbitrary or capricious in approving or denying such requests. Employees shall notify the Employer at least thirty (30) days in advance or course registration in order to arrange for scheduling of hours to meet operational needs.
- F) **MEMBERSHIP AND CERTIFICATION:** Effective January 1, 2001, the amount of \$200.00 for full-time employees, and pro-rated for part-time employees, shall be placed into an account for the professional development and certification, related to the field of public health, of the bargaining unit members. An employee must have successfully completed his/her probationary period in order to be eligible for this program. Any funds not spent during the calendar year shall revert to the City's general fund. Furthermore, the City shall eliminate any existing dress code specific to the bargaining unit.

## **ARTICLE XXXI**

### **PERFORMANCE APPRAISAL**

- A) Bargaining unit employees shall receive an annual performance appraisal on or near the employee's anniversary date of employment. Probationary employees shall receive a performance appraisal at the end of one month and five months of employment.
- B) Performance appraisals shall be prepared in writing by the immediate supervisor. The performance appraisals 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 immediate supervisor 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 immediate supervisor's evaluation, the employee may request a joint conference with the Human Resources Department, his/her immediate supervisor, and the Department Head before the evaluation is finalized. The decision of the Human Resources Department shall be final (and not subject to the grievance procedure).

## **ARTICLE XXXII**

### **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 11:55 a.m. and from 1:00 p.m. to 4:55 p.m. Employees working the daily schedule set forth above shall be compensated on the basis of eight (8) hours per day, forty (40) hours per week.
- 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. Deviations from the standard start and end times for the lunch break period may be made by mutual agreement between the affected employee(s) and the immediate supervisor. No deviation from the standard schedules and/or lunch break period shall be made for the purpose of depriving employees of overtime work.
- 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 employees to obviate layoffs or otherwise share available work.

## **ARTICLE XXXIII**

### **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, except on rotating shifts.
- E) Two (2) times the regular rate of pay shall be paid for all work performed by regular employees on holidays.
- F) Part-time employees shall receive time and one-half (1-1/2) the regular rate of pay for all work performed on Saturdays and two (2) times the regular rate of pay for all work performed on Sundays and holidays.
- G) Overtime shall be divided as equally as possible within departments and overtime lists shall be posted in each department.
- H) With seventy-two (72) hours prior notice, employees are required to work non-emergency overtime.
- I) 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.
- J) 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/her regular rate.
- K) Employees may earn up to twenty-four (24) hours of compensatory time at time and one-half or double time if on Sunday on a continual or rolling basis. This provision means that sixteen (16) hours worked at time and one-half equates to twenty-four (24) hours of accumulated compensatory time. Any time earned beyond the basic twenty-four (24) hours accumulated shall be paid at time and one-half.
- L) Scheduled Overtime – Employees who are scheduled to work overtime on a non-emergency basis shall be guaranteed a two hour minimum of pay. Scheduled overtime shall be considered as giving notice greater than 72 hours.

## **ARTICLE XXXIV**

### **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

Employees hired after February 1, 1988, shall not be eligible to participate in the City's longevity program.

## **ARTICLE XXXV**

### **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. Furthermore, the bargaining unit members shall receive a base monthly allowance of fifty-two dollars (\$52.00) (pro-rated for part-time employees) 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 XXXVI**

### **MUTUAL COOPERATION**

- A. The Union pledges that it will cooperate with the City in a concerted effort for more production consistent with the highest quality of workmanship.
- B. The parties to this Agreement pledge themselves to a cooperative effort founded upon good faith, communication, and discussion of an effective implementation of the Racine Health Department's Public Health mission.
- C. The City and the officers of the Union (or their designee) shall meet quarterly, unless agreed otherwise. The City agrees that the Public Health Administrator (and other appropriate management people, depending on the agenda items) shall be present.

Each meeting will be held on the mutually agreed upon scheduled day. Each meeting shall not exceed two hours in length.



Suggested items to be included on the Union-Management meeting agenda shall be presented to the Public Health Administrator at least five (5) days in advance of the scheduled meeting.

The Union-Management meetings will in no way substitute for processing Union-Management differences under the grievance procedure of this contract.

## **ARTICLE XXXVII**

### **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.

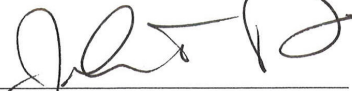
## **ARTICLE XXXVIII**

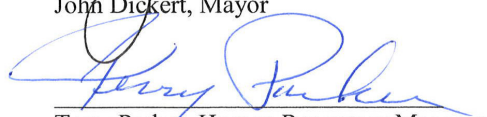
### **ENTIRE AGREEMENT**

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 of 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 1<sup>st</sup> day of March, 2011.


**CITY OF RACINE, WISCONSIN**


  
\_\_\_\_\_  
John Dickert, Mayor

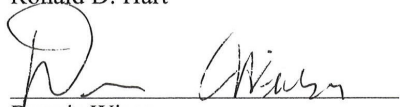
  
\_\_\_\_\_  
Terry Parker, Human Resources Manager


  
\_\_\_\_\_  
Janice Johnson-Martin, City Clerk

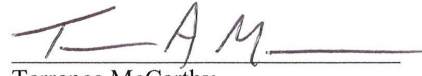
**FINANCE COMMITTEE**

  
\_\_\_\_\_  
James Spangenberg, Chairman

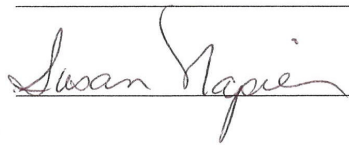
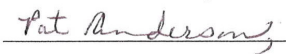
  
\_\_\_\_\_  
Ronald D. Hart

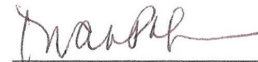
  
\_\_\_\_\_  
Dennis Wisser

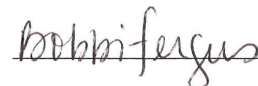
  
\_\_\_\_\_  
Q. A. Shakoor, II, Vice-Chairman

  
\_\_\_\_\_  
Terrence McCarthy

**SEIU Healthcare Wisconsin, SEIU, AFL-CIO, CLC**

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\_\_\_\_\_  
Dian Palmer, President

  
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**SIDE LETTER OF AGREEMENT EXPIRING ON DECEMBER 31, 2012**

Notwithstanding Article V, any member of the bargaining unit who, at the time of the execution of the Collective Bargaining Agreement that is effective January 1, 2009, resides within 60 miles of the City of Racine but outside of the State of Wisconsin may continue to reside at such place. If any bargaining unit member who is subject to this Side Letter of Agreement moves from his or her current residence, such bargaining unit member shall be required to establish residence within the State of Wisconsin.

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.
NU-1    Public Health Nurse	23.57	24.70	25.89	27.21	28.57
	188.56	197.60	207.12	217.68	228.56
	4085.47	4281.33	4487.60	4716.40	4952.13
	49,025.60	51,376.00	53,851.20	56,596.80	59,425.60

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.
NU-1    Public Health Nurse	24.25	25.42	26.64	28.00	29.40
	194.00	203.36	213.12	224.00	235.20
	4,203.33	4,406.13	4,617.60	4,853.33	5,096.00
	50,440.00	52,873.60	55,411.20	58,240.00	61,152.00

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.