

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH

DANE COUNTY

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DANE COUNTY, WISCONSIN
MUNICIPAL EMPLOYEES LOCAL 60
AFSCME, AFL-CIO (Monona Library Unit)
1602 South Park Street, Room 102
Madison, Wisconsin 53715

CIRCUIT COURT
DANE COUNTY, WI

Plaintiff,

Case No. 12CV1240
Case Type: Declaratory Judgment Action
(30701)

vs.

MONONA LIBRARY BOARD
1000 Nichols Road
Monona, Wisconsin 53716

THIS IS AN AUTHENTICATED COPY OF THE
ORIGINAL DOCUMENT FILED WITH THE DANE
COUNTY CLERK OF CIRCUIT COURT.

Defendant.

CARLO ESQUEDA
CLERK OF CIRCUIT COURT

COMPLAINT

Plaintiff, Dane County, Wisconsin Employees Local 60, AFSCME, AFL-CIO, by its attorneys, Hawks Quindel, S.C., and Aaron N. Halstead and Timothy E. Hawks, for its Complaint against the Defendant, Monona Library Board, alleges as follows:

PARTIES

1. Plaintiff Dane County, Wisconsin Municipal Employees Local 60 AFSCME, AFL-CIO ("Local 60") is a labor organization within the meaning of § 111.70(1)(h), Wis. Stats. At all material times, including to the present time, Local 60 has been the certified bargaining representative of the library unit employees. Don Coyier is Local 60's President and Ronda Pettey-Kucher is a Vice-President employed in Local 60's Monona library bargaining unit. The Union's address is 1602 South Park Street, Room 102, Madison, Wisconsin 53715.

2. Defendant Monona Library Board (the “Board”) is a municipal library board organized pursuant to § 43.54, Wis. Stats. The Board is an “employer” within the meaning of § 111.70(1)(j), Wis. Stats. Andrew Taylor is the Board’s President, and the Board’s mailing address is 1000 Nichols Road, Monona, Wisconsin 53716.

FACTS

3. Local 60 and the Board have, at all material times, been parties to a series of collective bargaining agreements negotiated, ratified and executed pursuant to § 111.70(1)(a), Wis. Stats.

4. On or about May 13, 2010, the parties executed two collective bargaining agreements, covering the periods January 1, 2010 through December 31, 2011, and January 1, 2012 through December 31, 2013, respectively. A true and correct copy of the single document that memorialized the parties’ agreements is attached hereto as Exhibit 1.

5. At the time the parties executed the two collective bargaining agreements, it was their intent that they would have continuous, uninterrupted and mutually enforceable contractual obligations to each other, through December 31, 2013.

6. On Friday, December 30, 2011, the Board informed Local 60 that, as of January 1, 2012, it did not intend to honor its obligations to deduct and withhold union dues from represented employees’ paychecks, as required under section 3.01 of the parties’ 2012-2013 collective bargaining agreement.

7. On that same date, Local 60 filed a grievance under its collective bargaining agreement with the Board, protesting the Board’s announced intentions to disavow its obligations under the 2012-2013 agreement, including its dues deduction obligations.

8. On January 11, 2012, the Board denied Local 60's grievance and, further, advised Local 60 that it did not intend to honor the Board's employee retirement contribution obligations under Section 20.01 of the parties' 2012-2013 agreement. Exhibit B to this Complaint is a true and correct copy of the Board's January 11, 2012 letter to Local 60.

9. In its January 11, 2012 denial of Local 60's grievance, the Board further informed Local 60 that it no longer intends to recognize Local 60 as the exclusive bargaining representative of the persons employed in the City of Monona's library bargaining unit, despite the Board's commitment to do so under section 1.01 of the parties' 2012-2013 agreement.

10. Thereafter, Local 60 processed the above-referenced grievance through all steps required under the parties' collective bargaining agreement and, on January 20, 2012, notified the Board that it was advancing that grievance to arbitration, pursuant to section 5.02 of the parties' agreement. On that same day, Local 60 filed for arbitration under the parties' agreement.

11. On March 7, 2012, the Board notified Local 60 that it refused to arbitrate Local 60's grievance.

12. The Board did not seek a judicial declaration of its rights under the parties' 2012-2013 collective bargaining agreement before it unilaterally disavowed its obligations under that agreement, including its obligation to arbitrate disputes arising under that agreement.

**FIRST CAUSE OF ACTION:
VIOLATION OF MUNICIPAL EMPLOYMENT RELATIONS ACT**

13. It is a prohibited practice within the meaning of §§ 111.70(3)(a)1 and 5, Wis. Stats., for a municipal employer to violate any collective bargaining agreement previously agreed upon with a labor organization, including refusing to agree to arbitrate a dispute arising under such an agreement.

14. By its actions, as described above, the Board has committed multiple prohibited practices.

15. This Court has the power to grant Local 60 both legal and equitable relief for any prohibited practices the Board has committed, under §§ 111.07(1) and 111.70(4)(a), Wis. Stats.

**SECOND CAUSE OF ACTION:
REQUEST FOR DECLARATORY JUDGMENT**

16. Under §§ 806.04(1) and (2), Wis. Stats., the circuit courts of Wisconsin have the power to determine the validity of contracts and to declare the rights of the parties to contracts.

17. This Court's declaration of the parties' respective rights and obligations under their 2012-2013 collective bargaining agreement will resolve uncertainties and disputes between the parties under that agreement.

WHEREFORE, the Plaintiff respectfully requests that this Court enter judgment in its favor and against the Defendant, as follows:

A. Declaring that the parties' 2012-2013 collective bargaining agreement is valid and enforceable in all respects.

B. Finding that the Board has violated the Municipal Employment Relations Act by committing prohibited practices within the meaning of §§ 111.70(3)(a)1 and 5 of the Wisconsin Statutes.

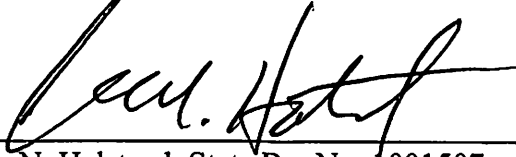
C. Ordering the Board to recognize Local 60 as the exclusive bargaining representative of the persons employed in the Monona Library bargaining unit and to arbitrate Local 60's pending grievance against the Board.

D. Granting Plaintiff its statutory attorney's fees and costs, along with any and all other relief permitted in law and equity.

Dated this 23 day of March 2012.

HAWKS QUINDEL, S.C.

By: _____


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AGREEMENT

Between

MONONA LIBRARY BOARD

And

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

(Monona Library Unit)

**2010-2011
2012-2013**

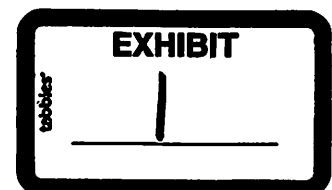


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AGREEMENT

This Agreement, made and entered into pursuant to the provisions of Section 111.70, Wisconsin Statutes, by and between the Monona Library Board herein referred to as the "Board" and "Employer" and Dane County Wisconsin Municipal Employees, Local Union 60 of the American Federation of State, County and Municipal Employees, AFL-CIO, herein referred to as the "union" or "employees".

Both parties to this Agreement desire to reach an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into the labor agreement covering rates of pay, hours of work and conditions of employment.

It is intended that the following agreement shall be an implementation of the provisions of Section 111.70, Wisconsin Statutes, consistent with the rights and responsibilities of both parties to this Agreement.

Both parties to this Agreement desire that the employer-employee relationship which exists now and has heretofore existed by and between the City and its employees shall continue in the same amicable and peaceful manner as that which has existed in the past and the parties agree that agreements reached and set forth herein shall supersede all previous agreements and shall be binding upon the parties.

ARTICLE I - RECOGNITION

- 1.01 EXCLUSIVE COLLECTIVE BARGAINING REPRESENTATIVE.** The Library recognizes the Union as the exclusive collective bargaining representative for all regular full-time and regular part-time employees employed at the Library in the City of Monona, including professional employees, but excluding craft, confidential, supervisory and managerial employees (Decision No. 21998, November 23, 1984). Regular part-time employees shall be defined as those employees who work an average of 20 or more hours per week but less than 40 hours per week.
- 1.02 EQUAL RIGHTS.** Membership in the Union is not compulsory. The Union will represent all employees in the unit, members, and non-members, fairly and equally. The Employer and the Union agree not to discriminate in any manner whatsoever against any employee because of race, creed, color, age, sex, sexual orientation, marital status, handicap, national origin, or union activity.

ARTICLE II - MANAGEMENT RIGHTS

- 2.01 MANAGEMENT RIGHTS.** The Union recognizes that all management rights repose in the Employer. Such rights include but are not limited to:
- A.** To plan, schedule, direct and control operation of the work force;
 - B.** To hire;

- C. To determine the size and composition of the work force and to layoff employees for economic reasons or where management believes continuation of such work would be inefficient or non-productive.
- D. To establish and enforce reasonable work rules;
- E. To establish and apply uniformly reasonable standards of job performance; and
- F. To suspend, discharge or otherwise discipline employees for just cause;
- G. All of which shall be in compliance with and subject to provisions of this Agreement provided that nothing contained herein shall be used by management to discriminate against the Union or any employee.
- H. Employees shall be provided with a written annual job evaluation during the first quarter of each year.

ARTICLE III - CHECKOFF AND FAIR SHARE

- 3.01 CHECKOFF.** The Employer agrees to deduct biweekly or monthly, as certified by the Union, membership dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the Employer by the Union and aggregate deduction shall be remitted to the treasurer of the Union. The Employer shall be saved harmless in the event of any legal controversy with regard to the application of this provision.
- 3.02 FAIR SHARE.** The Employer agrees to deduct biweekly or monthly, as certified by the Union, a sum (fee) from the pay of employees within the bargaining unit as their proportionate share of the cost of the collective bargaining process and contract administration. Such amount deducted in no instance exceeds the regular dues uniformly required of all members of the unit as certified by the Union.
- 3.03 INSUFFICIENT EARNINGS.** If an employee does not have sufficient earnings due him/her during the pay period when dues or fees are normally withheld to equal or exceed the amount of the certified deduction, no dues or fees shall be withheld and the Employer shall have no obligation to subsequently withhold dues or fees that may have been due for that pay period.
- 3.04 WISCONSIN EMPLOYMENT RELATIONS COMMISSION JURISDICTION.** The provisions of this clause shall be subject to the jurisdiction of the Wisconsin Employment Relations Commission (WERC).

ARTICLE IV - REPRESENTATION

4.01 REPRESENTATION. The Union shall be represented by representatives of the Wisconsin Council of County and Municipal Employees or AFSCME, and such employee representatives as the Union designates as negotiating committee members and vice-presidents. The names of such representatives shall be furnished by the Union.

4.02 UNION CONFERENCES AND CONVENTIONS. Up to two (2) unit employees selected by the Union shall be granted leave without pay, at any one time, to participate in union-called state or national conferences, conventions or educational classes provided that:

A. The Union shall give the Employer four (4) weeks advance written notice naming each employee;

B. Such leave without pay shall not exceed five (5) working days per contract year;

Employees selected and named by the Union under this provision may, at their option, choose to use vacation or other compensatory time due them for this purpose.

4.03 UNION NEGOTIATING COMMITTEE. The Union shall advise the Employer of the names of its negotiators. If negotiations are scheduled during the employee's regular working hours, such employees shall be allowed time off at their regular rate of pay.

4.04 UNION ACTIVITY.

A. Union meetings shall not be held on Employer time.

B. Union officers shall conduct union business off the job as much as is reasonably possible. This provision shall not, however, preclude Union officers and stewards from engaging in the following activities during regular working hours without loss of regular wages and provided they have given prior notice to their respective supervisors:

1. Posting Union notices;

2. Meeting with an aggrieved employee(s) for reasonable periods of time for the purpose of investigating and processing grievances;

3. Meeting with staff representatives of the Wisconsin Council of County and Municipal Employees or AFSCME for reasonable periods of time for the purpose of discussing grievances or contract administration.

4.05 BULLETIN BOARDS. The Employer shall provide bulletin board space and allow the Union use thereof in convenient places in each work area. All notices shall be posted by an authorized designated Union representative and shall relate only to the following:

- A. Union recreational and social affairs;
- B. Union meetings;
- C. Union appointments;
- D. Union elections;
- E. Results of Union elections;
- F. Reports of standing committees of the Union;
- G. Rulings or policies of the international union or other labor organizations with which the Union is affiliated;
- H. Judicial and quasi-judicial decisions affecting any members of the bargaining unit, such as results of fact-grievances, etc.

ARTICLE V - GRIEVANCE PROCEDURE

The parties agree that grievances are to be resolved as soon as possible and in order to do so, establish this procedure:

5.01 DEFINITION: A grievance is defined as any dispute involving the meaning, application or interpretation of the terms and provisions of this Agreement. A grievance shall be filed within ten (10) working days of its occurrence or knowledge thereof.

5.02 PROCEDURE:

STEP ONE: An employee and/or the Union shall submit the written grievance to the Library Director, who shall render his/her written decision within ten (10) working days after receiving the grievance. The employee may have the union representative with him/her if he/she desires.

STEP TWO: If the parties are unable to resolve the grievance in Step One, it may be referred by either to the Library Board (with a copy to the City Administrator for informational purposes only), who shall meet with the Union and employee to resolve the grievance. If the parties are unable to resolve the grievance within ten (10) working days after a meeting for that purpose, it may be referred by either to Step Three.

STEP THREE: If a satisfactory settlement has not been reached the union must notify the Employer in writing within ten (10) working days that they intend to process the grievance to arbitration.

When a request has been made for arbitration, either party or their designated representative shall request the WERC to appoint a member of its staff as an arbitrator.

THE ARBITRATION HEARING. The arbitrator selected or appointed shall meet with the parties at a mutually agreeable time to review the evidence and to hear testimony relating to the grievance. Upon completion of the review and hearing, the arbitrator shall render a written decision to the parties which shall be binding upon both parties.

5.03 Time limits set forth shall be exclusive of Saturdays, Sundays, and holidays. The time limits set forth in the foregoing steps may be extended by mutual agreement in writing. Grievances not decided by the Employer within the prescribed time limits or any extension thereof shall proceed automatically to the next step.

The provisions of this article are available to the employees, the Union, and the Employer.

ARTICLE VI - PROBATIONARY PERIODS

6.01 PROBATIONARY PERIOD: All newly hired employees shall be on probation for the first six months of employment and shall, during that period, have all the rights provided in this Agreement, except the right to appeal a suspension or discharge by the Employer. Employees who are continued in their employment beyond their probationary period shall be considered to have completed this probation period with no other notice being required.

ARTICLE VII - PROMOTIONS AND LATERAL TRANSFERS

7.01 DEFINITIONS

- A.** "Promotion" means the advancement of an employee from a position in the pay range to a position with a higher pay range. Employees who are promoted shall receive at least a five percent (5%) salary increase upon promotion, provided that the salary increase shall not be above the maximum of the salary rate for the position. Annually thereafter such employee shall receive step increases as listed in Appendix "A".
- B.** "Transfer" means the lateral movement of an employee from one job title to another in the Library.
- C.** "Trial Period" means the sixty (60) day period following the date of promotion or transfer.

- 7.02 RETURN TO PREVIOUS JOB.** During the trial period the employee shall be entitled to return to the job from which he/she came without prejudice or loss of seniority if the Library or employee so decides.

ARTICLE VIII - SENIORITY

- 8.01 ACCUMULATED SENIORITY.** Newly hired probationary employees shall not acquire or accumulate seniority while on probation, but upon completion of the probationary period shall have their anniversary date established at the original date of hire and shall be given credit for all time of continuous services except that any time spent on leave of absence without pay in excess of thirty (30) days (except military service) shall not be counted as part of total service.
- 8.02 LOSS OF SENIORITY.** An employee shall cease to have seniority if he/she:
- A. Voluntarily quits;
 - B. Is discharged for just cause;
 - C. Fails to return to work upon expiration of an authorized leave of absence;
 - D. Is laid off for a period exceeding one (1) year;
 - E. Fails within fourteen (14) days after service of notice to respond to recall from layoff after written notice by certified mail is sent to the employee at the last address appearing on the employee's records;
 - F. Retires.
- 8.03 SENIORITY LIST.** The Library shall furnish an up-to-date seniority list to the Union in February and August of each year. Such list shall include the names, classifications, rates of pay, the average working hours per week and dates of hire of all employees.

ARTICLE IX - JOB POSTING

- 9.01 POSTING.** Whenever there is a job opening within the bargaining unit, either as a result of termination, promotion, transfer, or creation of a new position, the Library shall post a notice on all designated bulletin boards. Such notice shall remain posted for five (5) working days before the assignment of an employee is made. The unit vice-president shall be given a copy of the notice.
- 9.02 FILLING VACANCIES.** The Library shall fill any such opening with an existing employee who has the qualifications and abilities. Qualifications for the position shall be posted. When two or more employees meet the minimum qualifications and are relatively equal, length of service shall be applied as the determining

factor. If no employee bids or if no qualified employee is available for the job, the Employer may fill such vacancy from outside the bargaining unit.

ARTICLE X - LAYOFFS

- 10.01 PROCEDURES.** When a position is eliminated, the employee with the least seniority in the affected job classification shall be displaced first. Such displaced employee, if he/she has the ability to do the work, may displace a junior employee in any job classification equal to or lower in pay grade within the bargaining unit. An employee whose position is eliminated shall be served with written notice thereof not less than fifteen (15) calendar days prior to the effective date. An employee served with such notice shall, within five (5) working days after service of the notice, notify the Library of his/her election to displace a junior employee. If the Library determines he/she does not have the seniority or qualifications to fill the position, the Library shall serve the employee with written notice of that determination within seven (7) calendar days. Such determination shall be grievable, but filing of the grievance shall not prevent the Library from temporarily filling the opening while the grievance is being processed.
- 10.02 NOTICES.** The Union shall be provided with copies of all layoff notices.
- 10.03 RE-EMPLOYMENT LIST.** The Library shall maintain a re-employment list of such laid-off employees. Such list shall be in the order of the employee's seniority at the time of the layoff with the most senior being first on the list. Such list shall also show the classification(s) for which each employee is qualified. Employees on the re-employment list shall maintain seniority and recall rights for one (1) year from date of layoff.
- A.** Any employee who believes he/she is qualified for a position for which he/she is not listed may apply through the grievance procedure to be added to the list.
- 10.04 RECALL OF EMPLOYEES.** Employees shall be recalled from layoff in accordance with their seniority to jobs for which they are qualified. The Library shall not employ any new employees in positions for which there exists a qualified employee on the re-employment list. Notice of recall shall be served by the Library on the laid-off employee who shall be required to respond within fourteen (14) days from the date of recall. Employees who do not respond to such recall notices shall be dropped from the list and shall lose all rights.

ARTICLE XI - CLASSIFICATION AND COMPENSATION

- 11.01 WAGES AND SALARIES.** See attached Appendix A.
- 11.02 PAYDAY.** Employees shall be paid on the 15th and 30th of each month. When the 15th and 30th fall on a Saturday or a Sunday, the preceding Friday shall be

the payday. If an employee is in on vacation, his/her pay shall be mailed to him/her upon request.

- 11.03 EMPLOYEE ASSISTANCE PROGRAM.** The Employee Assistance Program shall be a part of this Agreement by reference subject to continued use by employees.

ARTICLE XII - HOURS OF WORK

- 12.01 NORMAL HOURS OF WORK.** The hours of work for regular full-time employees shall be eight (8) hours per day, forty (40) hours per week. The hours of work for regular part-time employees shall be an average of 20 or more hours per week but less than 40 hours per week.
- 12.02** The above shifts shall include a one-half (½) hour lunch period (without pay) and two (2) fifteen (15) minute breaks (with pay). A part-time shift of four (4) hours or more will include one fifteen (15) minute break (with pay). Less than a four (4) hour shift will not include a paid break.
- 12.03 WORK SCHEDULE.** Work schedules will be posted and shall list hours of work, days of work, and days off. Monthly schedules of work shall not be changed unless mutually agreed to. Schedule shall be posted one month prior to the month of work.
- 12.04 OVERTIME FOR FULL TIME EMPLOYEES.** Except in emergencies, no employee may work more than eight (8) hours per day or forty (40) hours per work week without prior approval of the Library Director. Vacation, sick leave, holidays and attendance at staff meetings and workshops shall be considered as time worked. In the event that an employee exceeds this limit, then the Library agrees to compensate the employee at the premium rate of time and one-half in cash or compensatory time as the employee may elect. Compensatory time off must be used during the calendar year it is accumulated. No compensatory time will be carried over into the new year.
- 12.05 FLEX TIME FOR PART TIME EMPLOYEES.** Hours worked in excess of a part-time employee's work schedule will be submitted for payment at the time worked and will be compensated at the regular rate of pay. The employee may later take an equivalent amount of time off without pay, as scheduled with the Library Director.
- 12.06 CALL-BACK TIME.** An employee called in to work shall receive pay at time and one-half.
- 12.07 JOB DESCRIPTIONS.** Job descriptions shall be provided to the Union within thirty (30) days following the ratification by both parties of this agreement. If the Employer desires to change the job descriptions, for any reasons, the Union will be provided prior written notice of such change. The Union will be permitted,

upon request, to bargain the impact of such changes. If impasse is reached over such impact bargaining, the parties agree to submit such impasse to arbitration pursuant to Wisconsin Statute 111.70. The arbitrator shall be required to make a written final and binding award incorporating the final offer of either party.

- 12.08 SAFETY.** Under no circumstances will an employee be required or assigned to engage in activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. The City Building Inspector and/or Assistant Fire Chief will determine when working conditions are not safe.
- A.** If the overall temperature of the Library falls below 60 degrees or rises above 85 degrees, employee will not be required to work. They may, however, work the hours lost later as scheduled with the Library Director.
- B.** If the Library is closed for repairs or because of unsafe conditions, employees may elect to be paid for the time they would have worked during the closed period. Any time paid for but not worked will need to be made up within the following three (3) months as scheduled with the Library Director. Alternatively, the employee may elect to make up and be paid for lost hours when the Library re-opens.
- 12.09 ACTING CLASSIFICATION PAY.** Employees who are assigned by the Employer to a position classified in a higher pay range than their own position is classified, shall receive the rate of pay for the higher classification.
- 12.10 SHIFT DIFFERENTIAL.** Employees shall be paid fifty cents (50¢) per hour for all hours worked after 5:00 p.m. Employee shall be paid fifty cents (50¢) per hour for all hours worked on Sunday.

ARTICLE XIII - SICK LEAVE

- 13.01 DEFINITION.** Sick leave is defined as a regular full-time employee's absence from duty because of illness, bodily injury, diagnostic treatment, dental procedures, optician services, or attendance upon members of immediate family whose illness requires the care of such employees. Whenever possible employees will attempt to schedule appointments before or after the employee's regularly scheduled work day. Employees shall earn sick leave with pay at the rate of one (1) day for each full month of service. Employees may beginning on December 31, 1992 and each succeeding December 31st sell unused sick leave in excess of six (6) days accumulated during the previous year to the Employer, two (2) days of sick leave for one (1) paid day off scheduled with the mutual agreement of the Employer and employee. For sick leave incentive purposes, an employee may accumulate up to a maximum of one hundred two (102) work days of sick leave. Any sick leave days exchanged for days off will be deducted from the employee's total sick leave accumulation. The remaining sick leave will

be added to the employees total sick leave accumulation. As of January 1st of each year, each employee may have a maximum of ninety (90) work days of sick leave.

- 13.02 REGULAR PART-TIME EMPLOYEES.** Regular part-time employees shall be entitled to sick leave benefits on a prorated basis by hours worked.
- 13.03 IN LIEU OF SICK LEAVE.** An eligible employee may use vacation, compensatory time, or leave without pay instead of sick leave. The option is the employee's.
- 13.04 IMMEDIATE FAMILY DEFINITION.** Immediate family is limited to those living within the employee's house. An employee's significant other is also considered immediate family. In the event that an employee wishes to use sick leave to attend to a family member living outside the employee's home, this may be allowed by mutual agreement with the Employer.
- 13.05 RETIRED OR DISABLED.** Employees who retire from qualified service with the Employer shall be entitled to continued participation in the Employer's then existing health and welfare plan. In the event of death after retirement or in the event of death while actively employed by the City of Monona, the employee's surviving spouse shall be eligible for the benefit. The Employer shall pay the cost of the appropriate coverage under such plan for a period equal to the number of monthly premiums totaling the dollar value of the retiree's reserve sick leave credit earned but not taken by such retiree computed on the basis of his/her wage at retirement. Any fractional amounts remaining in the retiree's earned but not taken reserve credit may be applied to purchase an additional month's coverage or be paid in cash to the retiree at his option. Thereafter, the retiree may elect to continue appropriate insurance coverage, if available, at his/her option and expense in the then existing Employer plan. If no insurance is available at the retirement of the employee as a result of law, rule, regulation, or the contract with the carrier or insuring entity, the employee shall receive a deferred distribution of such value in 72 equal monthly installments without interest. To be eligible for this program the employee must have served the Employer for a minimum of fifteen (15) years; and have given thirty (30) days advance notice to the Employer of his/her intention to retire.
- 13.06 SICK LEAVE ACCUMULATION.** Sick leave credits are not earned during an absence without pay.
- 13.07 LAYOFF.** When an employee is laid off due to a lack of work or funds and is reinstated to the same or similar position within eighteen (18) months, the sick leave balance is restored.
- 13.08 MEDICAL STATEMENT.** Unless waived by the Library Director, a medical statement shall be required for the use of sick leave with pay exceeding three (3) consecutive work days.

13.09 FAMILY LEAVE.

A. AUTHORIZATION FOR LEAVE. The Employer shall approve up to two (2) months of family leave to any employee upon childbirth, adoption, or serious illness of a family member, upon the request of the employee.

B. ELIGIBILITY. Only one employee per incident per household shall be eligible under these provisions.

C. CONDITIONS.

1. The start of a family leave for childbirth shall begin based upon the Doctor recommendation.
2. The start of a family leave for adoption shall begin on a date reasonably close to the date the child is placed in custody.
3. The start of a family leave for family illness shall begin on the date requested by the employee.
4. All such leave granted under these provisions shall be for a continuous period of time for each such incident.
5. If any employee requires another leave for a separate incident under the provisions of this Article during the same year, a new request must be submitted.
6. A leave beyond the two (2) month family leave may be requested, subject to the approval of the Employer.

D. APPLICABLE TIME OFF. Employees who are granted up to two (2) months of family leave may take time off as follows:

1. Accrued paid sick leave not to exceed thirty (30) work days.
2. All available paid vacation and compensatory time off.
3. Unpaid leave.

ARTICLE XIV - FUNERAL LEAVE

14.01 Employees shall be allowed leave without loss of pay for three (3) days in the event of the death of the employee's spouse, parents, step-parents, foster parents, grandparents, step-grandparents, brothers and step brothers, or their spouses, sisters and step sisters, or their spouses, children, step-children, foster children, grandchildren, step-grandchildren, and these same relatives of the employee's spouse. Employees shall also be allowed three (3) days of funeral leave for a significant other or relative of the employee or employee's spouse

living in the employee's house. Employees may use one (1) work day of sick leave to attend the funeral of a cousin, nephew, niece, aunt or uncle.

ARTICLE XV - HOLIDAYS

15.01 HOLIDAYS.

A. Regular full-time employees shall have legal and other holidays with pay each year. The holidays will be:

1. New Year's Day;
2. Martin Luther King, Jr. Day;
3. Memorial Day;
4. July 4th;
5. Labor Day;
6. Thanksgiving Day;
7. Christmas Day;
8. Day before Christmas;
9. One and one half (1.5) floating holidays.

B. The floating holiday (s) may be used at a time mutually agreeable between the Employee and the Library Director.

15.02 HOLIDAY OBSERVANCE. When any holiday falls on a Sunday, the following Monday shall be designated as the holiday, except in the case of the day before Christmas which will be observed on the previous Saturday. When any holiday falls on a Saturday, the Library shall be closed on that particular Saturday. Employees who are scheduled off duty on the day a holiday is observed will be given a floating holiday with pay to be taken at a time that is mutually agreeable between the employee and the Library Director.

At its December meeting of each year, the Library Board shall determine Library open and closed dates for the following calendar year.

15.03 HOLIDAY PAY. Employees who are required to work on a holiday shall be compensated at the rate of two (2) times their rate of pay for hours worked, in addition to holiday pay.

15.04 REGULAR PART-TIME EMPLOYEES. Regular part-time employees shall be entitled to holiday benefits on a pro rata basis.

ARTICLE XVI - VACATIONS

16.01 All regular full-time employees shall earn annual vacation as follows. Vacations shall be scheduled with the supervisor each year. The following is a schedule of vacation the employee earns:

- A. Credit shall accrue at the rate of 2.67 hours per pay period [eight (8) days] for employees with one (1) year or less of service.
- B. Credit shall accrue at the rate of 4.33 hours per pay period [thirteen (13) days] for employees with more than one (1) year and less than seven (7) years of service.
- C. Credit shall accrue at the rate of 6 hours per pay period [eighteen (18) days] for employees with more than seven (7) years and less than fifteen (15) years of service.
- D. Credit shall accrue at the rate of 7.67 hours per pay period [twenty-three (23) days] for employees with more than fifteen (15) years of service.

Vacation leave may not be used during the probationary period, but it shall accrue. After the first year of employment, an employee must use a minimum of 80 hours of vacation leave per calendar year. An employee may not accrue over 168 hours of vacation leave. Any vacation leave accrued over the maximum is lost. Vacation pay will be based on rate of pay in effect at the time the vacation is taken. Vacation leave will be requested at least one (1) week in advance. Requests will be made to the Library Director on an accepted request form. An employee whose employment is terminated for any reason will be paid for earned vacation. Earned vacation leave will be computed on a prorated basis to the date of termination.

- 16.02 REGULAR PART-TIME.** Regular part-time employees shall be entitled to vacation benefits on a prorated basis, and must follow prorated leave requirements.

ARTICLE XVII - LEAVES OF ABSENCE

- 17.01** Employees may be allowed a leave of absence without pay for a period not to exceed one (1) year. Such leave and any extension is subject to the approval of the Library Director and the City Administrator. Employees on leave keep their position with regard to seniority. They retain any accumulated sick leave or vacation time. However, they earn neither sick leave nor vacation time while on leave. Any step increases to which an employee would be entitled are postponed by the length of the leave.
- 17.02 RETURNING FROM LEAVE.** Employees shall notify the Library Director one (1) week in advance of their intent to return from leave without pay of six (6) weeks or less. If the leave of absence without pay is more than six (6) weeks, the employees shall give four (4) weeks advance notice to their intent to return to work. Employees may return to their former positions at the end of their leaves of absence. Such leave without pay shall not interrupt the seniority or cancel the unused accumulated sick leave or vacation time of the absent employee.

17.03 MILITARY LEAVE. An employee shall receive up to fifteen (15) days of paid leave for military duty with an armed service reserve unit or for active duty training. There shall be no loss of vacation time and the employee shall continue to earn sick leave and annual leave credits. During the military leave, the employee shall receive base pay minus base military pay for each work day on duty. If an employee's military pay exceeds the employee's base Library pay, the employee shall not be docked more than the base Library pay.

17.04 MATERNITY, PATERNITY AND ADOPTIVE LEAVE. Maternity, paternity and adoptive leave of absence without pay shall be granted as follows:

A. The employee may be required to provide the Employer with a physician's certificate of pregnancy at least four (4) weeks prior to their anticipated departure. Such certification shall include the physician's approximation of the expected date of delivery.

B. The employee shall be permitted to work so long as she is physically capable of satisfactorily performing her normal work duties.

C. Maternity, paternity and adoptive leaves of absence shall not exceed six (6) months. The employee shall be eligible to use sick leave for up to thirty (30) days. Sick leave may be used for medical complication over and above the thirty (30) day sick leave ceiling.

ARTICLE XVIII - JURY DUTY

18.01 EMPLOYEES TO RECEIVE REGULAR PAY. Any employee required to report for jury duty shall receive his/her normal wages for each day his/her presence shall be required by the court. Any employee required to report but who is not selected for jury duty shall return to his/her place of work as soon as may be reasonably expected. Such employee shall return to the Employer any monies received from or through the Clerk of Courts for such service except for mileage and meals reimbursement.

ARTICLE XIX - VOTING

19.01 TIME OFF FOR. Any employee who can satisfactorily show that he/she can not vote during his/her off duty hours, shall be allowed not more than ½ hour off with pay to cast his/her ballot in all legally constituted elections.

ARTICLE XX - INSURANCE

20.01 RETIREMENT. The Employer agrees to pay the Employer contribution and employee's contribution for all regular full-time employees and regular part-time employees to the Wisconsin Retirement Fund.

20.02 LIFE INSURANCE. Based upon an affirmative three-quarter vote of all eligible City of Monona employees, the Employer agrees to make the basic group and

supplemental life insurance plans of the State of Wisconsin available to employees who qualify. The premium cost of such insurance shall be shared between the Employer and employee as provided in the basic and supplemental plans.

20.03 HEALTH INSURANCE.

- A.** All regular full-time Monona Public Library employees shall have the option of choosing a group health insurance plan from the standard plan and alternative health insurance plans offered by the Wisconsin Public Employers' Group Health Insurance Board in the City's Service Area. Effective January 1, 2010, the City agrees to pay ninety four percent (94%) of the gross premium of the alternative or standard health insurance plan that is the least costly within the service area. Effective January 1, 2011, the City agrees to pay ninety-three percent (93%) of the gross premium of the alternative or standard health insurance plan that is the least costly within the service area. Effective January 1, 2012, the City agrees to pay ninety-two percent (92%) of the gross premium of the alternative or standard health insurance plan that is the least costly within the service area. Effective January 1, 2013, the City agrees to pay ninety percent (90%) of the gross premium of the alternative or standard health insurance plan that is the least costly within the service area. The balance of any monthly premium shall be paid by the employee by payroll deduction. The City agrees to pay the full cost of a vision and dental insurance policy offered by the Wisconsin Health Fund, or equivalent coverage.
- B.** All regular part-time employees who wish to do so may participate in the health benefit programs described above. The City will pay a prorata portion of the premiums for such employees, based upon hours paid, however the City shall pay a minimum of fifty-five (55) percent of the premium for such employees. Effective July 1, 2006, the City will pay a minimum of forty seven and one half (47.5) percent of the premium for such employees, based upon hours paid. The employee shall pay the additional premium cost. The City agrees to review quarterly the hours paid and to prospectively adjust, if necessary, the prorata basis.
- C.** Eligibility for all regular full-time and part-time employees shall begin on the first day of the month following a full month of employment.
- D.** All full-time Library Unit employees may elect to not participate in the City's group health insurance program. If such an election to not participate is made by the employee, the City will make a monthly payment equal to lowest single plan health insurance premium in effect at the time and available to the City through the Wisconsin Public Employers' Group Health Insurance Program into the employee's International City Management Association (ICMA) Deferred Compensation Account.

E. COVERAGE AND CARRIER CHANGES. Prior to any changes in carrier the City shall appoint an advisory committee which shall consist of representatives of the City and the Union. This committee shall review the proposed changes and make recommendations to the City. The City will maintain the existing group health insurance plan, or an equivalent plan, during the term of this agreement. The City has the right to change carriers provided the level of benefits is equivalent to the existing level of benefits.

20.04 UNEMPLOYMENT COMPENSATION. Employees are covered by the state unemployment compensation law.

20.05 WORKER'S COMPENSATION. Any employee who is injured while on duty shall collect full pay and benefits after his/her worker's compensation check has been turned in to the City for a period not to exceed one year.

20.06 INCOME CONTINUATION INSURANCE. The City of Monona agrees to make the Wisconsin Public Employers' Group Income Continuation Insurance Program available to all eligible employees. It is understood that at least sixty-five percent (65%) of all qualified employees of the City of Monona must continue coverage in the program.

ARTICLE XXI - LEGAL PROTECTION

21.01 LIBRARY TO PROVIDE UNDER STATE LAW. The Library will provide legal representation as required by state law.

ARTICLE XXII - LONGEVITY

22.01 In addition to regular compensation, employees shall receive longevity pay of \$18.00 per year of service after five (5) years of service up to sixteen (16) years; then \$22.00 per year of service, up to twenty (20) years of service, payable once annually on December 1. Longevity shall commence from date of hire when paid as provided above. Regular part-time employees shall receive longevity on a prorated basis.

ARTICLE XXIII - MILEAGE

23.01 USE OF PERSONAL VEHICLES. Any employee who is required to use his/her own vehicle for Library business shall receive reimbursement at the applicable IRS rate.

ARTICLE XXIV - DISCIPLINE

24.01 CONDITIONS OF. Employees shall not be disciplined, suspended or discharged without just cause. A suspension shall not exceed thirty (30) days. Written notice of the suspension, discipline or discharge and the reason or reasons for the action shall be given to the employee within twenty-four (24)

hours with a copy to the unit vice-president. The employee may have a Union steward or Union vice-president present at any discipline hearing.

ARTICLE XXV - CONTINUING EDUCATION

- 25.01 SCHOOL.** When the Library decides that it would benefit from increased employee knowledge gained by attendance at a workshop or class, the Library will pay the full cost of such attendance.
- 25.02 INSERVICE DAYS.** Twice each year the City agrees that the Library will be closed for one-half day in order to have an employee Inservice with pay.

ARTICLE XXVI - AMENDMENT

- 26.01 AMENDMENTS TO BE WRITTEN.** This Agreement may be amended by mutual consent of the parties. Such amendments shall be in writing.

ARTICLE XXVII - SEVERABILITY

- 27.01 EFFECT OF INVALIDITY.** If any article or section of this Agreement shall be held invalid by a court or if compliance with or enforcement of any article or section shall be restrained by a court, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE XXVIII - PREVIOUS AGREEMENTS

- 28.01 SUPERSEDED.** The provisions within this Agreement superseded any previous agreement, resolution, etc., affecting wages, hours, and conditions of employment for the employees covered herein.

ARTICLE XXIX - DURATION - BENEFITS EXTENDED

- 29.01 EFFECTIVE DATE.** This first Agreement shall become effective on January 1, 2010 and shall remain in effect until and including December 31, 2011; the second Agreement shall become effective January 1, 2012 and shall remain in effect until and including December 31, 2013; and thereafter shall automatically be renewed from year to year, unless at least one hundred and twenty (120) days prior to the date of expiration, either party shall by written notice served on the other, state the desire to modify the Agreement.
- 20.02 CONTINUATION OF BENEFITS.** If an agreement has not been reached prior to the expiration date of the contract, the benefits and conditions of the expired contract shall remain in full force and effect until a new agreement is signed.

IN WITNESS WHEREOF, the parties have hereby set their hands and seals as on the date shown below:

FOR THE UNION
Local 60 - AFSCME - AFL-CIO

By: *Janifer McCully*
Staff Representative

By: *[Signature]*
Bargaining Vice President

By: _____
Bargaining Unit Committee Member

FOR THE EMPLOYER, CITY OF
MONONA
LIBRARY BOARD

[Signature]
President

Quinn V. Van Gant
Vice President

[Signature]
City Administrator

Attorney

Dated this 13 day of
May, 2010.

Dated this _____ day of
_____, 20____.

Approved _____, 20____ by Monona Public Library Board.

APPENDIX A

CLASSIFICATION AND WAGE SCHEDULE

Wage Schedule Effective January 1 2010

<u>TITLE</u>	<u>START</u>	<u>6 MO</u>	<u>12 MO</u>	<u>24 MO</u>	<u>36 MO</u>	<u>48 MO</u>
Library Assistant I	11.99	12.20	12.49	12.82	13.18	13.61
Library Assistant II, Secretary	12.82	13.04	13.34	13.66	14.03	14.49
Children's & Young Adult Coord.	13.25	13.44	13.75	14.08	14.43	14.88
Library Assistant III	14.32	14.48	14.82	15.16	15.50	15.97
Children's Lib.	16.06	16.27	16.67	17.07	17.47	18.03

Wage Schedule Effective January 1, 2011

<u>TITLE</u>	<u>START</u>	<u>6 MO</u>	<u>12 MO</u>	<u>24 MO</u>	<u>36 MO</u>	<u>48 MO</u>
Library Assistant I	12.32	12.54	12.83	13.17	13.54	13.98
Library Assistant II, Secretary	13.17	13.40	13.71	14.04	14.42	14.89
Children's & Young Adult Coord.	13.61	13.81	14.13	14.47	14.83	15.20
Library Assistant III	14.71	14.88	15.23	15.58	15.93	16.41
Children's Lib.	16.50	16.72	17.13	17.54	17.95	18.53

Wage Schedule Effective January 1, 2012

<u>TITLE</u>	<u>START</u>	<u>6 MO</u>	<u>12 MO</u>	<u>24 MO</u>	<u>36 MO</u>	<u>48 MO</u>
Library Assistant I	12.69	12.92	13.21	13.57	13.95	14.40
Library Assistant II, Secretary	13.57	13.80	14.12	14.46	14.85	15.34
Children's & Young Adult Coord.	14.02	14.22	14.55	14.90	15.27	15.66
Library Assistant III	15.15	15.33	15.69	16.05	16.41	16.90
Children's Lib.	17.00	17.22	17.64	18.07	18.49	19.09

Wage Schedule Effective January 1, 2013

<u>TITLE</u>	<u>START</u>	<u>6 MO</u>	<u>12 MO</u>	<u>24 MO</u>	<u>36 MO</u>	<u>48 MO</u>
Library Assistant I	13.07	13.31	13.61	13.98	14.37	14.83
Library Assistant II, Secretary	13.98	14.21	14.54	14.89	15.30	15.80
Children's & Young Adult Coord.	14.44	14.65	14.99	15.35	15.73	16.13
Library Assistant III	15.60	15.79	16.16	16.53	16.90	17.41
Children's Lib.	17.51	17.74	18.17	18.61	19.04	19.66

a:\60 monona library.wpd



5211 SCHLUTER ROAD ☐ MONONA, WI 53716-2598
CITY HALL (608) 222-2525
FAX (608) 222-9225
<http://www.mymonona.com>

Ms. Jennifer McCulley
Staff Representative
Capitol District
AFSCME Council 40
8033 Excelsior Drive, Suite B
Madison, WI 53717

January 11, 2012

Dear Ms. McCulley:

The purpose of this letter is to respond to your grievance filed on December 30, 2011 regarding the City of Monona's intent to discontinue the withholding of union dues from the paychecks of employees in the Monona Library Unit Local 60. The City respectfully denies your grievance. In addition, it is the City's position that we also required by law to cease paying the Wisconsin Retirement System employee contribution of 5.9% beginning with the 2012-2013 contract.

The City of Monona was not in any sense the moving party in the enactment of the recent legislation, but, just as the City was obligated to follow the old law, it is obligated to follow the new law. Thus our view is that we are required to stop dues deduction, and also to deduct from wages and pay the employee retirement contribution share (5.9% in 2012) as required by Act 10. But it is also our view that we may pay, and will pay, the other benefits, including the wage rates, contained in the 2012-2013 contract. It also follows that, since the union did not seek an election, and Act 10 applies, the Union is not the collective bargaining representative as to the unit it formerly represented, and it would be unlawful for the City to treat the union as such representative.

If you have any arguments or legal authority to present which is contrary to this position, we will certainly consider such. We further understand that a case is pending before the Wisconsin Employment Relations Commission which may shed further light on these issues.

Sincerely,

Patrick Marsh
City Administrator



POLICE DEPARTMENT
5211 Schluter Road
222-0463

COMMUNITY CENTER
1011 Nichols Road
222-4167

MONONA SENIOR CENTER
1011 Nichols Road
222-3415

FIRE DEPARTMENT
5211 Schluter Road
222-2528