

Agreements Between
the
City of La Crosse



And
La Crosse City
Employee's Union
SEIU Local #180



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Affiliated with Service Employees' International Union

TABLE OF CONTENTS

<u>Article</u>	<u>Page #</u>
Recognition	4
1 Work Week	4
2 Grievance Procedure	4
3 Medical Benefit Plan	6
4 Life Insurance	14
5 Income Continuation Insurance	15
6 Pensions	15
7 Employee Sick Leave	16
8 Bereavement Leave	17
9 Military Leave	17
10 Wages & Salary Schedule	18
11 Shift Premium	22
12 Overtime	23
13 Recall Pay	23
14 Worker's Compensation	24
15 Holidays	24
16 Vacation	25
17 Transfer	26
18 Layoff – Recall	27
19 Reservation of Rights	29
20 Limitations on Disciplinary Actions	29
21 Cessation of Services	29
22 Family and Medical Leave	30
23 Savings Clause	30
24 Check Off and Fair Share	30
25 Amendment Provision	30
26 Residency Requirement	31
27 Regular Permanent Part Time Employees	31
28 Entire Agreement	33
29 Back Pay for Contract Settlement	33
30 Duration of Agreement	34
Schedule of Benefits for Medical Benefit Plan	35
Salary Schedule A 2008 Wage Rates	44
Salary Schedule C 2008 Wage Rates	48
Salary Schedule B 2009 Wage Rates	49
Salary Schedule C 2009 Wage Rates	53
M.O.U. #1 La Crosse Center	54
M.O.U. #2 Job Bidding and Testing.....	55
M.O.U. #3 Job Bidding Units/Reclassifications Accreted Employees.....	57
M.O.U. #4 Medical Benefit Plan Retirees/Exceptions to Continuous Service	59
M.O.U. #5 Safety Toe Shoes.....	60
M.O.U. #6 La Crosse Center Grievance Settlement	62
M.O.U. #7 Equipment/Job Classification List	64
M.O.U. #8 Life Insurance Coverage for Eligible Employees at Age 66.....	67
M.O.U. #9 Modification Agreement Re: Part Time Clerical Employees.....	68
M.O.U. #10 Voluntary Dental Plan	71
M.O.U. #11 Role of Lead Worker	72
M.O.U. #12 Transfer of Employees to Enhance Flexibility.....	75
M.O.U. #13 Maintenance Person-Airport Position	77

M.O.U. #14 Position Descriptions	79
M.O.U. #15 Grievance Settlement.....	81
M.O.U. #16 Merging of Streets and MSC Bidding Units.....	82
M.O.U. #17 Direct Deposit of Paychecks.....	83
M.O.U. #18 Attendance Policy.....	87

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RECOGNITION

This Agreement made by and between the City of La Crosse, through its City Negotiating Team, the Finance and Personnel Committee, acting pursuant to a resolution of the City Council of the City of La Crosse, authorizing them to enter into this Agreement, hereinafter referred to as the City, and the Service Employees International Union Local #180, hereinafter referred to as the Union.

The City recognizes SEIU Local #180, as the exclusive bargaining agent for all employees of the City of La Crosse exclusive of all department heads, supervisors, professional and confidential employees, members of the La Crosse Professional Police Officer's Association, non-supervisory bargaining unit; La Crosse Professional Police Supervisory bargaining unit; Local #127 of the International Association of Fire Fighters bargaining unit; Amalgamated Transit Union Local #519 bargaining unit; Airport Fire/Police bargaining unit; all crossing guards, and all temporary, seasonal employees who work less than 120 days in a calendar year. 120 days shall be defined as 120 days of actual work. Any partial day worked shall be considered one day. This definition is applicable to continuous or intermittent work.

The City agrees that the 120 Day Rule shall be enforced in all departments. If a violation of the Agreement is discovered, remedy includes, but is not limited to, pro-rata seniority, back pay and benefits as otherwise required by the contract retroactive to the date of violation (121st day of actual work) regardless of when it is discovered.

ARTICLE 1 WORK WEEK

The work week for all employees covered by this Agreement is established at forty (40) hours per week, except for employees of the City Hall whose work week shall be established by the Common Council from time to time. The forty (40) hour work week shall consist of eight (8) hours per day, five (5) days per week.

ARTICLE 2 GRIEVANCE PROCEDURE

Matters involving the interpretation, application or enforcement of this contract shall constitute a grievance under the provisions set forth below:

Step 1. The employee shall meet with and discuss the grievance with their immediate supervisor, with union representative present, within thirty (30) calendar days or by the first regular working day following thirty (30) calendar days, of the date the employee should have known of the grievable matter. If no solution is reached the employee may,

Step 2. Reduce the grievance in detail to writing within seven (7) calendar days following the meeting, using an "Initiation of Grievance Form" and submit it to the supervisor who will forward it to the Director of Human Resources, who, with the Department Head, within ten (10) working days (Monday through Friday, excluding holidays) shall attempt to resolve the grievance and answer the grievance in writing. Within those ten (10) working days, representatives of the Union, the grievant, the Director of Human Resources or his/her designee, the Department Head or his/her designee, and the supervisor shall meet to attempt a resolution of the disputed matter. The parties' representatives shall have the authority to settle the grievance.

Step 3. If a satisfactory solution cannot be reached, the Union may, within thirty (30) calendar days of the grievance meeting, appeal to the Wisconsin Employment Relations Commission who will appoint a neutral arbitrator. The Union shall copy the City on all requests for grievance arbitration, the findings of the arbitrator to be final and binding on the parties hereto.

It is understood that the 30 calendar day requirement to file a grievance in Step #1 above shall be interpreted to mean the next regularly scheduled working day that both the employee and supervisor are present at work.

The parties may by written agreement extend the time limits contained in the grievance procedure.

The arbitrator shall not add to, or subtract from the terms of this agreement.

The City and the Union agree that the decision of the arbitrator shall be final and binding on both parties.

The grievance procedure set forth herein shall be the exclusive complaint of any employee as to any matter involving the interpretation or application of this agreement.

All complaints originating in all City departments shall be handled in the manner outlined above and no deviation therefrom will be permitted.

Members, stewards, officers/or representatives of the Union are permitted to discuss and/or adjust the grievances between an employee and his/her supervisor during or after regular working hours. In carrying out the above duties the parties shall not interfere with the normal and efficient operation of the department. A person(s) acting in the above capacity shall suffer no loss of pay for said action. A grievance shall be adjusted on an individual basis unless otherwise agreed to by the parties. No members, stewards, officers/or representatives of the Union shall be harassed during the performance of their duties in discussing and adjusting grievances.

ARTICLE 3
MEDICAL BENEFIT PLAN

Full-time employees are eligible to participate in the City's Medical Benefit Plan and receive the level of benefits as described in the attached Schedule of Benefits.

A. Employee's Medical Benefit Plan Payments

Active employee's monthly contributions shall be through payroll deductions. Employee contributions will be deducted from the first paycheck of the month for the current month's coverage. An option to pay with pre-tax dollars will be provided under the City's IRS Section #125 Plan.

Effective January 1, 2008, the employee's contribution shall be \$25.00 per month for single coverage, \$40.00 per month for limited family coverage (employee and married spouse; or employee and child) and \$55.00 per month for family coverage. Employee payments will be deducted from paychecks on a monthly basis.

Effective January 1, 2009, the employee's contribution, if fully participating in the Health Risk Assessment as described below, shall be \$35.00 per month for single coverage, \$50.00 per month for limited family coverage and \$65.00 per month for family coverage. Employees who do not participate in the Health Risk Assessment will pay monthly contributions of \$60.00 for single coverage, \$75.00 for limited family coverage, and \$90 for family coverage.

B. Health Risk Assessment

The City shall offer an annual health risk appraisal on a voluntary basis in mid-2008 and mid-2009 for active and retired employees and spouses enrolled in the City Medical Benefit Plan. Such program shall be conducted by a third-party vendor who agrees to comply with applicable privacy laws to maintain the confidentiality of information collected and not release personalized findings, other than the names of participants, to the City.

Active and retired employees may participate (by completing a short questionnaire, biometric testing with fasting, and a personal counseling session with personalized report of findings) in a secured environment (behind closed doors) on City premises at various times intended to maximize participation, on duty time as possible without adverse impact on City operations, and any duty conflict shall be rescheduled for such employees on duty. A participation incentive for active and retired employees shall be a lowered monthly contribution amount by \$25 per month beginning in 2009 while remaining covered under the City Medical Benefit Plan. Employees who become covered under the City Medical Benefit Plan after the regular program testing start time shall be granted the related participation incentive prospectively until a subsequent testing is offered by the City provided that such covered employees then complete the participation requirements above.

Identification of participants on such questionnaires shall be a number other than the participant's full social security number.

It is further agreed that biometric testing for men over age 50 shall include PSA testing. Men age 40 to age 50 with a family history of prostate disease shall also be tested. Retirees with permanent residences out of the network service area shall be provided access to a site for biometric testing in their local area. If the City changes vendors in the future and such local access is not available, such retirees shall be considered as a participant in the program.

It is understood by the parties that the incentive for 2010 and beyond shall be decided in negotiations for a successor agreement.

A special one-time \$50 cash incentive shall be paid in December 2008 to the employee or retiree who have completed all aspects of the 2008 health risk assessment program.

Additional details or changes shall be decided by the joint labor management-union healthcare cost containment committee.

C. Networks With 100% Coverage

The City shall offer City employee's a choice of no less than two medical Networks serving the local labor market to provide covered medical services for eligible City employees. The City retains the right to select the Networks.

Employees may select a Network for their spouse and covered dependents during open enrollment which occurs each November with an effective date of change to be the following January 1st. Employees will be required to remain in their selected Network through December 31, of each respective year.

D. Monthly Rate Payments for Retirees or Surviving Spouse & Dependents

Monthly contributions are required to be received by the City in advance of coverage becoming and/or remaining in effect. Such contributions are due by the tenth (10th) of the preceding month for the next month's coverage.

E. Medicare Carve-Out –For Disability, Effective January 1, 2008

1. All Current Employees: Any employee that retires in the future due to disability and meets the eligibility requirements to maintain City medical benefit plan coverage and who is eligible for Medicare due to their disability is required to apply for Parts A (Hospital) and B (Medical) of Medicare coverage. If the employee/retiree fails to apply for such coverage within 31 days of meeting the Federal eligibility requirements, then benefits under the City plan will be offset for any benefits which would have been payable under Medicare Parts A and B had such person made a timely enrollment for Medicare.
2. All Retirees and Spouses: Any retiree, spouse of a retiree or surviving spouse (as

of 1/1/08) that meet the eligibility requirements to maintain City medical benefit plan coverage and who are eligible for Medicare Parts A and B due to a disability are required to apply for Parts A and B of Medicare Coverage at their first enrollment opportunity following notice of such from the City. If the retiree, younger spouse of a retiree or surviving spouse fail to apply for Medicare Parts A and B at their first enrollment opportunity following notice of this requirement from the City, the benefits under the City plan will be offset for any benefits which would have been payable under Medicare Parts A and B had such person made a timely enrollment for Medicare as described in this paragraph. (Note that this provision does not apply to younger spouses that elect continued coverage following the retired person's age off the City plan.).

3. **Make Whole:** It is understood that the City shall make whole any retiree, spouse of current retiree, or surviving spouse for his/her Medicare Part B premium payments and waive the monthly retiree or surviving spouse benefit plan contribution. It is further understood that if a spouse of a current retiree meets this provision, the retiree's monthly benefit plan contribution will be waived.

F. **Retiree Medical Benefit Plan Coverage - Normal Service**

1. **For Incumbents employed as of June 30th, 2004:**
Employees employed as of June 30, 2004, who are participating in the City's medical benefit plan and retire at any time after age fifty-five (55) or take an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare or reach age sixty-five (65), whichever occurs last.

Covered retirees shall pay the same monthly rate payments as are in effect for active employees as modified from time to time through collective bargaining. The term "retirement" shall mean that the employee is eligible for and is actually receiving a normal unreduced service retirement annuity. Additionally, the employee must have **ten (10) years of continuous employment** with the City to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absences and lay-offs if recalled within thirty-six (36) months.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees. Such coverage is to be the same as is applicable to active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

2. For New Hires between July 1, 2004 through December 31, 2006
Employees employed between July 1, 2004 and December 31, 2006, who are participating in the City's medical benefit plan and retire at any time after age fifty-five (55) or take an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare or reach age sixty-five (65), whichever occurs last.

Covered retirees shall pay the same monthly rate contributions as are in effect for active employees as modified from time to time through collective bargaining. The term "retirement" shall mean that the employee is eligible for and is actually receiving a normal unreduced service retirement annuity. Additionally, the employee must have **fifteen (15) years of full time continuous service** with the City to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absences and lay-offs if recalled within twenty-four (24) months.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

3. For New Employees hired on January 1, 2007 and After:
Employees employed as of January 1, 2007, who are participating in the City's medical benefit plan and retire at any time after age fifty-five (55) or take an early retirement in conjunction with a special early retirement program, may continue their family, limited family, or single medical benefit plan coverage until they become eligible for Medicare or reach age sixty-five (65), whichever occurs last.

Covered retirees shall pay the same monthly rate contributions as are in effect for active employees as modified from time to time through collective bargaining. The term "retirement" shall mean that the employee is eligible for and is actually receiving a normal unreduced service retirement annuity. Additionally, the employee must have **twenty (20) years of full time continuous service** with the City to be eligible for this benefit. Employment for purposes of this paragraph shall include approved leaves of absences and lay-offs if recalled within twenty-four (24) months.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

G. Retiree Medical Benefit Plan - Duty Disability Pension

Without regard to Paragraph L below, full-time employees who receive a duty disability pension shall receive the same benefits including contributions on the same basis as in effect for active employees as described in Paragraph F above. This benefit ends when the retiree becomes eligible for Medicare or reaches age sixty-five (65), whichever occurs last.

Covered retirees shall pay the same monthly rate contributions as is in effect for active employees as modified from time to time through collective bargaining.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

H. Retiree Medical Benefit Plan - Non Duty Disability Pension

Eligible employees who are participants in the City's Medical Benefit Plan who retire and receive a non-duty disability pension shall receive the same benefits including contributions on the same basis as in effect for active employees as described in paragraph F above provided that they have a minimum of ten (10) years of service as a full time employee of the City of La Crosse. This benefit ends when the retiree becomes eligible for Medicare or reaches age sixty-five (65), whichever occurs last.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

I. Retiree Medical Benefit Plan - Long Term Disability Insurance (LTDI)

This paragraph only applies to employees who began WRS covered employment after October 16, 1992. Effective January 1, 2002, full time eligible employees who are participants in the City's medical benefit plan and who qualify and receive Wisconsin Retirement System (WRS) Long Term Disability Insurance shall receive the same benefits including contribution rates on the same basis as is in effect for active employees as described in paragraph E above provided they have a minimum of ten (10) years of service as a full time employee for the City of La Crosse. This benefit ends when the WRS terminates the employees LTDI benefit or the employee reaches age 65, whichever occurs first.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

J. Medicare Health Maintenance Organization and/or Supplemental Insurance

Effective February 1, 1992, all active employees and those retirees that retired after January 1, 1984 that remained in the City's medical benefit plan are eligible to continue coverage by the carrier that the City has selected for a Medicare health maintenance organization and/or supplemental insurance plan. If the eligible employee has had continuous participation in the City's medical benefit plan from retirement to age 65 or Medicare eligibility age, he/she shall be allowed into the Medicare health maintenance organization and/or supplemental plan without waiting periods or limitations because of pre-existing conditions. These Medicare supplement plans shall be available to spouses of retirees under the same rules as above. Retirees and spouses are responsible for payment of the monthly rates.

K. City's Right to Select Vendors/Self Insure

Effective January 1, 2002, the City shall have the right to select the plan vendors and/or to self insure the plan. The level of benefits shall be described in the Schedule of Benefits as appropriate for each period under this agreement.

L. Coverage for New Employees

Newly hired full time employees shall be eligible to participate in the City's medical benefit plan referred to herein on the first of the month following two (2) full months of employment.

M. Retiree Medical Benefit Plan - Younger Spouse

When a retiree reaches age 65 or reaches Medicare age, whichever occurs last, and his/her spouse is younger, the spouse may continue his/her coverage in the City's medical benefit plan until the spouse reaches age 65 or reaches Medicare age, whichever occurs last, provided that the spouse pays the total monthly pseudo premium rate.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

- N. Coverage for Spouse & Dependents of Eligible Employees/Retirees that Die**
Effective January 1, 1985, the spouse or eligible dependents of an insured employee/retiree who dies before the employee/retiree becomes eligible for Medicare, shall be eligible to continue to participate in the City's medical benefit plan. Such coverage is to be the same as applicable to active employees as modified from time to time through collective bargaining. The spouse or eligible dependents of such employee/retiree shall pay the same monthly contributions as are in effect for active employees as modified from time to time through collective bargaining until the spouse becomes eligible for Medicare or remarries.

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

- O. Internal Revenue Service Section #125 Plan**
Employees may participate in an Internal Revenue Service Section #125 salary reduction reimbursement plan in order to pay for medical deductibles, medical co-pays, co-insurance and prescription drug co-pays with pre tax dollars. In addition to medical expenses, the plan may be used for vision, dental, and child care expenses. The City agrees to credit and pay for the pension costs on the salary which is put into the Section #125 Plan. This payment does not include any F.I.C.A. payments to Social Security. All employee medical benefit plan payments due the plan may be taken as a pre-tax deduction from employee's paychecks when participating in the IRS Section #125 Plan
- P. One Plan for Married Employees**
Effective January 1, 1994, married employees that both work for the City shall be limited to one medical benefit plan. The employee with the most seniority shall be the subscriber. In the event that the subscriber's health insurance is terminated, the remaining employee shall become the subscriber and the former subscriber shall become the dependent without any waiting periods or limitations for pre-existing conditions. (The purpose of this clause is merely to avoid the duplication of administrative and stop loss insurance premium charges. It is not intended to reduce any employee's eligibility or benefits.) This is not intended to enhance the level of benefits or expand the network selection procedures as provided in paragraph C above.
- Q. Medical Benefit Plan Coverage While on Income Continuation Insurance**
Full time employees who are participants in the City's medical benefit plan and are receiving the Income Continuation Insurance (ICI) benefit as identified in Article 5 shall receive the same medical benefit plan benefits including contribution rates on the same basis as in effect for active employees as described in paragraph F above provided that they have a minimum of ten (10) years of continuous service as a full time employee for

he City of La Crosse. This benefit ends when the employee becomes eligible for a Wisconsin Retirement System benefit of any kind (i.e. Normal Retirement pension, Duty Disability Retirement, Disability Retirement, or Long Term Disability Insurance) or Medicare or Medicaid or for a period of one (1) year while on ICI whichever occurs first. Covered employees shall pay the same monthly contribution rates as are in effect for active employees as modified from time to time through collective bargaining

Same Plan - Same Benefits

It is understood by the parties that retirees shall remain under the City's medical benefit plan as is in existence for active employees as modified from time to time through collective bargaining.

Retirees, surviving spouse and dependents of retirees whose permanent residence is in an area not served by the Network will be considered as in Network participants.

R. Dependent (age 22) Cut Off

Eligible dependents shall be covered through December 31st of the year in which their 22nd birthday occurs, unless they are a full time college student. Dependents who are full time college students shall remain eligible on the medical benefit plan until the end of the year in which they reach age 25.

A child is not an eligible dependent if they provide 50% or more of his/her own support as determined by the City of La Crosse Dependent Questionnaire in accordance with the IRS Standards.

S. Health Care Cost Containment Committee

The parties agree to establish a joint labor/management committee on health care cost containment during the term of the 2008-2009 agreement. The committee will be made up of two members from the bargaining unit and two members from the City. The committee shall meet no less than six (6) times during the term of the 2008-2009 agreement at a minimum of once per quarter to study and explore methods to make recommendations for health care cost containment. The committee's recommendations will be provided to each representative's side no later than August of each year. Committee expenses up to \$1,000 per year may be authorized by the Director of Human Resources. The City agrees to provide an additional sum of money for health care cost containment initiatives for bargaining unit members during the term of this agreement. The sum of money provided for these initiatives shall be based upon the number of full time bargaining unit members employed as of January 1, of each respective year, at a rate of \$50 per bargaining unit member. Such funds are to be allocated as determined by the Health Care Cost Containment Committee.

ARTICLE 4
LIFE INSURANCE

A. Benefits

The level of benefits in effect as of January 1, 1992 shall be maintained.

B. Eligibility

Employees become eligible for life insurance on the first day of the month following six (6) complete calendar months of employment.

C. Coverage Available

Employees may select insurance for themselves and their spouse and dependents as follows:

1. Basic:

This plan provides term insurance to each eligible Wisconsin Retirement System participant. The amount of insurance in force for the employee is equal to the amount of earnings reported to the WRS in the previous calendar year rounded up to the next higher thousand.

2. Additional - Units I, II, III:

This plan is available to individuals covered by the Basic Plan. The amount of each Unit of Additional Life Insurance is only available at one hundred percent (100%) of the employee's previous calendar year earnings reported to the WRS, rounded to the next higher thousand. Additional coverage for retired employees ceases at age 65. For working employees, Additional Plan coverage continues past age 65, until retirement or age 70, whichever comes first.

3. Spouse and Dependent:

This plan, available to individuals covered by the Basic Plan, provides term insurance for an employee's lawful spouse and/or dependents.

A. Schedule I: The spouse is insured for \$10,000; dependents are insured for \$5,000 each.

B. Schedule II: This allows the employee to increase coverage for his/her spouse to \$20,000 and \$10,000 for each dependent. In the event of the spouses/dependent's death, the employee is the beneficiary. Where both parents have coverage on a dependent, a death benefit will be paid for each coverage.

4. Supplemental

Supplemental life insurance is available to individuals covered by the Basic Plan. The amount of supplemental insurance is only available at one hundred percent (100%) of the employee's previous calendar year earnings reported to the WRS, rounded to the next higher thousand. Supplemental coverage for retired employees ceases at age 65.

For working employees, Supplemental coverage continues past 65, until retirement or age 70, whichever comes first.

D. Cost of Insurance

All employees who are eligible and elect to participate in the Basic group life insurance program, shall pay one (1) cent per thousand per month for each thousand dollars worth of coverage for which they are eligible by reason of eligible earnings. The City shall contribute the balance.

Employees that elect Additional, Supplemental and/or Spouse and Dependent coverages shall pay the complete premium for such insurance.

E. Administration

The life insurance benefits described above shall be administered in accordance with State Statute # 40.03 (6)(b) and applicable State of Wisconsin, Employee Trust Fund rules and regulations.

F. Change of Carrier

The City may select the carrier for the life insurance program and change carriers from time to time, provided that the level of benefits are equal to or greater than the level of benefits in effect January 1, 1992.

**ARTICLE 5
INCOME CONTINUATION INSURANCE**

The City will provide income continuation insurance. The City's premium contribution shall be limited to the employer's share of the cost as authorized by State Statute Sections 40.61 and 40.62. In the event that the required participation by the employees is not reached, this benefit will not be implemented. The City reserves the right to self insure and/or select the carrier for the present level of benefits.

**ARTICLE 6
PENSIONS**

Effective January 1, 1986, the City shall pay the total employee contribution required by the Wisconsin Retirement System pursuant to Section 40.05 (1)(2)(3) of the Wisconsin Statutes.

ARTICLE 7
EMPLOYEE SICK LEAVE

All employees shall accumulate one (1) day of sick leave which shall be credited to them for each month of employment commencing with the first month of employment. New hires must have worked prior to the 15th of their first month of hire to accrue the initial one (1) day of sick leave.

The sick leave credits shall be cumulative to a maximum of 120 days. The accumulated sick leave may be used for any bonafide illness or injury of the employee excepting those compensated for under the Wisconsin Worker's Compensation Act, and except for leaves authorized under FMLA and as to injuries or illnesses incurred by employees engaged in any outside employment or business while so engaged in any outside employment or business.

All sicknesses or injuries of over three (3) days duration must be verified by a physician's certificate. This certificate must state the kind or nature of the illness or injury and that the employee has been incapacitated for work for said period of absence. The City reserves the right of reasonable independent medical examination at City's expense.

Where the City has reasonable cause to suspect sick leave abuse exists, the City reserves the right to require reasonable medical substantiation, including a general diagnosis, for any and all prospective sick leave absences including those of two (2) or less workdays. This requirement shall remain in effect for one (1) year, and may be extended by management for non-compliance. The exercise of this right shall only be implemented after the employee has received a written reprimand, following a documented verbal warning. It is understood that in blatant cases of abuse these progressive steps may be skipped. It is further understood that non-compliance shall result in loss of sick leave pay and may result in discipline

Any and all medical substantiation, including physician certificate, required under this Article may bypass the employee's immediate supervisor and be directed to the City's Human Resource Department, if the employee so desires.

Sick Leave pay shall be based on the rate of pay of employee's regular classification.

Employees may use up to three (3) days accumulated sick leave credits for personal business provided however, that the employee shall notify their supervisor at least 24 hours prior to the time off requested. Such credits shall be deducted in a like amount from sick leave accumulation. Employees who have not accumulated sick leave shall not be entitled to such time off.

Sick Leave shall not be taken less than one-half hour (1/2 hour) at a time, with additional increments not less than one-half hour (1/2 hour).

Personal Business shall not be taken less than four (4) hours at a time for forty (40) hour per week employees, and not less than three and one-half (3.5) hours at a time for 37.5 hour per week employees, with additional increments not less than one-half hour (1/2 hour). Shorter minimum periods (less than 4 hours or 3.5 hours respectively, but not less than 1/2 hour) may be approved

by the Department Supervisor if Department operations will not be adversely affected.

At retirement or upon death only, the City will make a lump sum payment to the employee equal to 45% of the amount of accrued sick leave at retirement or death. Such payment shall be according to Wisconsin Statutes Section 40.02 (22)(b)(6) concerning single cash sum payments.

ARTICLE 8 BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, the employee shall be allowed up to 3 days time off without loss of pay or sick leave credits. Immediate family shall be defined as spouse, children, brother, sister or parents. Parents in the preceding sentence shall be interpreted as parents of the employee and/or his/her spouse.

One day, the day of the funeral only, shall be allowed for brother-in-law, sister-in-law, grandchild, grandparents and great-grandparents. Grandparents in the preceding sentence shall be interpreted as grandparents of the employee or his/her spouse.

ARTICLE 9 MILITARY LEAVE OF ABSENCE

Officials and employees of the City of La Crosse who are duly enrolled members of the National Guard, State Guard or any other organized reserve component of the Armed Forces of the United States, shall be allowed a military leave of absence which has been ordered; however, not to exceed fourteen (14) days excluding Sundays and legal holidays. Such fourteen (14) days shall be in the calendar year in which so ordered. A copy of orders requiring attendance at military training sites shall accompany all requests for a military leave of absence. Military leave shall be in addition to any other authorized leaves.

Employees who are authorized military leave as outlined above, shall suffer no loss of straight time pay during such leave. Therefore, the City shall pay the difference between the employee's military pay, excluding quarters, rations, and travel allowances, and the employee's City regular straight time rate of pay if the military pay is less than City pay. Upon returning to duty, such employee shall submit an official statement of earnings for the period of attendance to the Director of Human Resources for pay reimbursement.

Indefinite military leave without pay will be granted permanent employees who volunteer for military service or who have been ordered to service by competent military authorities in accordance with applicable State and Federal laws.

Employees on indefinite military leave who do not accept reappointment with the City at their same or comparable jobs within ninety (90) days from the date of their release from active duty, shall be deemed to have resigned from the City's employ.

Employees seeking reinstatement of their former status, must submit a copy of any discharge other than a dishonorable discharge to the Director of Human Resources.

For purposes of determining seniority, pay or advancements, the service to the City of such employee shall be considered continuous while such employee is on any military leave listed herein.

ARTICLE 10 WAGES AND SALARY SCHEDULE

A. **Wages and Salary Schedules**

Salary schedules "A, B and C" are attached. Salary Schedules "A and B" represent a general wage adjustment of three percent (3.0 %) effective January 1st, 2008 and January 1st, 2009. The wage rates and job titles listed on Schedule "C" shall be effective for any new City employee hired after January 1, 2000.

The 2008 and 2009 schedule "C" general wage adjustment of three percent (3%) per year. For purposes of implementation the salaries will be effective on January 1st of each respective year, unless noted otherwise.

B. **New Hires/Step Advancement**

Newly hired employees into positions listed herein shall progress one pay step on the employee's anniversary date in the position starting on the employee's first anniversary date. This progression shall be for the following job titles: Clerk Typist I; Clerk Steno I; Laborer I; Janitor; Civilian Service Employee, and all Schedule C positions.

C. **Probationary Period**

All newly hired full time and regular permanent part-time employees shall be subject to a six (6) month probationary period. Use of paid sick leave, vacation or personal business are not available during a new employee's initial probationary period.

D. **Five Step Pay Plan for Craft Employees, Inspection Department Employees, Finance Department Employees and Other Employees Added to the Bargaining Unit in 1994 and 2007**

Employees in classifications that were added to the bargaining unit in 1994 and 2007 shall have the wage rates as found on the attached salary schedule.

All personnel hired into or promoted into any of the accreted positions shall begin at Step 1 of the salary range. If an incumbent city employee is promoted and Step 1 does not represent an increase in salary, the employee shall be placed at the first step on the new salary range which would represent an increase in salary.

Employees shall be placed at one of the five steps in the salary range and shall advance to the next step effective on the employee's anniversary date each year of employment in the

position.

E. Step Progression Assessor's Positions

1. Property Appraisal Specialist Step Progression

- Step 1: Entry Level
Minimum 1 year experience in appraisal/assessment work
State certification level – Assessor II
Passing grade in 40 hrs general coursework
(IAAO or AI)

- Step 2: After completing 12 months at step 1
Passing grade in 40 hrs related coursework
(IAAO or AI)

- Step 3: After completing 3 years experience in this area
Passing grade in 80 hrs related coursework
(IAAO or AI)

- Step 4: After completing 6 years experience in this area
Passing grade in 120 hrs related coursework
(IAAO or AI)

- Step 5: After completing 9 years experience in this area
Professional appraisal designation: MAI, CAE, SRPA, or EQUIV

2. Property Appraiser Step Progression

- Step 1: Entry Level
State certification level – Assessor I

- Step 2: After completing 12 months at step 1
State certification level – Assessor II

- Step 3: After completing 3 years experience in this area
Passing grade in 80 hrs related coursework
(IAAO or AI)
State certification level – Assessor II

- Step 4: After completing 6 years experience in this area
Passing grade in 120 hrs related coursework
(IAAO or AI)

- Step 5: After completing 9 years experience in this area
Professional appraisal designation: RES, SRA, OR EQUIV

- 3. The City Assessor retains discretion in the assignment of duties to employees in all positions based on experience, ability, workload requirements and the staff

development needs of the office. In all cases, the City Assessor will assign duties equitably.

4. The filling of any future vacancies at the Property Appraiser level shall be in accordance with any applicable testing and/or seniority bidding provisions however, the candidate must serve a six (6) month probationary period at the Trainee level before being assigned to Step 1 on the Property Appraiser salary grid. The individual must also be certified by the State at the Property Appraiser level within the first ninety days of the trainee assignment.
5. The filling of any future vacancies of the Property Appraisal Specialist shall be in accordance with any applicable seniority bidding provisions. The most senior qualified candidate employed on the property appraising staff in the Assessor's Office at the time that the vacancy occurs shall be given first chance at the position. If the candidate does not have the minimum entry-level requirements for the specialist position, the candidate will be required to serve a twelve (12) month maximum probationary period at a salary of five percent (5%) below the current Step 1 specialist salary. Upon attaining the minimum requirements, the selected individual's salary shall be set at the Step 1 level.
6. If no candidates from the Assessor's Office appraising staff bid on the specialist position, and there are no candidates with the Step 1 specialist minimum qualifications in the Union that bid, the City Assessor shall fill the position by appointment from outside the bargaining unit with a minimally qualified candidate.
7. Any candidate bidding from the Property Appraiser position to a Specialist position shall not be required to accept a decrease in salary (including any longevity pay).
8. Employees hired into the salary step plan described above will progress from Step 1 to Step 5 effective the first full pay period in January of each year following attainment of the respective education and experience requirements.
9. The City will provide employees described above with up to one (1) week of paid training time and expenses each year to attain the educational levels as described above. Attendance is subject to approval by the City Assessor. The City will reimburse educational expenses including travel and lodging. Any expenses and time required to retest shall be the responsibility of the employee.

F. **Assignment to a Higher Classification:**

Hourly employees temporarily assigned by management to a higher rated position shall receive the established rate for the classification. Employees to be paid higher rate for only actual hours assigned out of class. When assigned to a higher rate of pay for the full day, the higher rate shall apply for all unscheduled and/or unanticipated leave if leave is taken the same day.

The practice of payment for tar crew employees shall be seventy-five cents (\$.75) per

hour for whole day. Assignment to the tar crew shall be made by management.

G. **Transfer to a Higher Classification:**

Hourly employees transferred to a higher rate classification shall receive the established rate for the classification.

H. **Request for Reclassification:**

When there is a substantial change in job duties, a letter from each employee requesting reclassification shall be initiated by April 20th of each year and delivered to his/her department head. The department head will note his/her recommendations and refer the request to the Director of Human Resources for recommendation to the Finance Committee of the Common Council. Requests for reclassification shall be considered once each year at a time designated by the Council.

I. **New Equipment**

The City shall notify the Union, upon receipt, of the purchase of a new piece of equipment for the purpose of negotiating the equipment's appropriate placement in one of the existing pay categories contained in Memorandum of Understanding #7, attached.

J. **Uniform Allowance**

A uniform allowance for pre-approved uniforms, payable in cash, in the amount of three hundred fifty dollars (\$350.00) per year shall be paid to employees in the position of Civilian Service Employee. A uniform allowance for pre-approved uniforms, payable in cash, in the amount of two hundred fifty dollars (\$250.00) per year shall be paid to the Clerk Typist III position in the Fire Department. Fifty percent (50%) of such allowance is payable on the first payday of January and July of each year with approved receipts.

K. **Longevity Pay**

Full time employees shall receive longevity pay as follows:

After twenty-eight (28) years of continuous service \$1.00 per hour shall be added to the employee's pay.

After twenty (20) years of continuous service 65 cents per hour shall be added to the employee's pay.

After fifteen (15) years of continuous service 45 cents per hour shall be added to the employee's pay.

After ten (10) years of continuous service 25 cents per hour shall be added to the employee's pay.

Persons qualifying for additional pay because of length of service shall receive the additional pay on the employee's anniversary date in which the employee qualifies for the length of service pay.

L. **Schedule C**

1. Incumbent Employees as of December 31st, 1999 with Schedule C Job Titles

Schedule C wage rates for listed job titles were originally effective January 1st, 2000. During the term of the 2000 - 2001 collective bargaining agreement incumbent employees in the SEIU bargaining unit on December 31st, 1999 that held positions identified on Schedule C received the wage rates contained on wage Schedules A and B and shall continue to receive the wage rates contained on wage Schedules A, B, D, E, F and G. Also, employees that had successfully bid to a Schedule C position and received non-schedule C wages shall continue to be paid the non-schedule C rate.

2. Incumbent Employees as of December 31st, 1999 With Non-Schedule C Job Titles

During the term of the 2000 - 2001 collective bargaining agreement incumbent SEIU bargaining unit employees on December 31st, 1999 which held Schedule A or B positions were limited to one successful bid to a Schedule C position for which they retained their Schedule A or B wage rate.

3. Bids to Schedule C

Effective January 1, 2002, any employee that bids to a Schedule C position shall be paid the step 1 Schedule C wage rate.

4. Step Advancement

Step advancement for Schedule C positions shall be administered in accordance with Article 10, paragraph B.

**ARTICLE 11
SHIFT PREMIUM**

Employees shall be paid a shift premium of thirty-five cents (\$.35) per hour in addition to the employee's regular hourly rate for all shifts beginning on or after 2:30 p.m. and continuing up to 6:30 a.m. Shifts beginning during the period 6:30 a.m. through 2:29 p.m. are exempted from this provision.

Shift premium shall be paid to all employees scheduled to work during shift premium hours regardless of all paid leave, except compensatory time received.

**ARTICLE 12
OVERTIME**

- A. Employees subject to this Agreement shall be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay for all hours worked over forty (40) hours in one week. In no case shall time and a half be authorized for services less than forty (40) hours in one week. Employees shall be paid time and one-half for all hours actually worked over forty (40) hours per week. For employee's on a 37 1/2 hour work week, overtime shall be at straight time cash or compensatory time for the first 2 1/2 hours of work over 37 1/2 hours.
- B. Sick Leave, vacation, holidays (or celebrated holidays) and excused absences by the supervisor in writing shall be interpreted as time worked for purposes of calculating overtime hours within the weekly pay period.
- C. In those circumstances when a continuous or variable shift employee elects the one holiday day of pay option, all such pay shall be paid at straight time and not contribute to or result in the pyramiding of overtime.
- D. In each calendar year, at the employee's option, he/she may accumulate up to 40 hours of compensatory time earned at a rate of time and one-half for each hour of overtime worked over 40 hours in a work week. Such compensatory time will be taken at a time mutually agreed upon by the employee and supervisor. Compensatory time shall not be taken in less than one (1) hour increments at a time. Shorter minimum periods (less than one (1) hour) may be approved by the Department Supervisor if Department operations will not be adversely affected. Accumulated compensatory time may not be carried forward into the next year. Employees will be paid for the accrued compensatory time at the rate in effect on the last day of the year. Such payments shall be made during the first pay period in January.

**ARTICLE 13
RECALL PAY**

- A) Employees recalled to work shall be entitled to a minimum of two (2) hours pay at time and one-half.
- B) When called in to work within two (2) hours of the start of his/her shift, the employee has the option as to overtime/compensatory time for the time worked prior to the start of the shift or a shift change equal to the time worked. It is understood that this is a shift abutment provision that does not apply to on-call employees (beeper).
- C) Employees who are required by the City to be on call and available for duty during non-scheduled working hours, shall be paid an additional fifty dollars (\$50.00) per week for each week of on-call duty. Only one employee in each department, when so designated, shall receive the additional \$50.00 per week for being on call and available.

ARTICLE 14
WORKER'S COMPENSATION

Worker's Compensation benefits for employees shall be administered in accordance with the provisions of the Wisconsin Statutes. It is agreed that all statutory provisions in connection with the Worker's Compensation shall be incorporated herein as though fully set forth herein.

ARTICLE 15
HOLIDAYS

A. Eligibility

All full time employees are granted paid holidays as follows: New Year's Day, Martin Luther King Day, Spring Holiday (Friday before Easter), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

In order to be eligible for holiday pay, employees must work the last regularly scheduled work day prior to the holiday and must further work the first regularly scheduled day after the holiday. Vacation and sick leave shall be considered as excused for purposes of this paragraph.

B. Work Performed

In the event an employee works on one of the above holidays, he/she shall receive time and one-half for the time worked, plus holiday pay.

C. Holiday Pay/Vacation

Holidays falling during a scheduled vacation period shall not be construed as vacation. Employees working at a rate of pay higher than their regular classification for the full scheduled work day prior to a holiday, shall receive that higher rate of pay for the holiday provided they are eligible.

D. Celebration of Holidays For Regular or Fixed Shift Employees on a Monday through Friday Schedule

If the holiday falls on a Saturday, it shall be celebrated on the preceding workday (Friday). If both Friday and Saturday are holidays, they shall be celebrated on Friday and Monday.

If the holiday falls on a Sunday, it shall be celebrated on the succeeding Monday. If both Sunday and Monday are holidays, they shall be celebrated on Friday and Monday.

E. Celebration of Holidays For Continuous/Variable Shift Employees

If the holiday falls on an off day, the employee shall receive another day off (treated as a celebrated holiday) with pay or the employee shall receive one day of pay at straight time at the employee's choice.

F. Carry Over Holidays

If an employee who earned Holidays off for Christmas Eve, Christmas Day, and/or New Years Eve and has not taken the holiday within the calendar year, he shall be permitted to carryover into the next calendar year these holidays provided that any such carryover shall be used during the months of January, February or March of the succeeding calendar year.

**ARTICLE 16
VACATION**

Full time employees shall receive vacation as follows:

- 1 week (5 days) after one (1) year of continuous service
- 2 weeks (10 days) after two (2) years of continuous service
- 3 weeks (15 days) after six (6) years of continuous service
- 4 weeks (20 days) after fourteen (14) years of continuous service
- 5 weeks (25 days) after twenty (20) years of continuous service
- 26 days after twenty-six (26) years of continuous service
- 27 days after twenty-seven (27) years of continuous service
- 28 days after twenty-eight (28) years of continuous service
- 29 days after twenty-nine (29) years of continuous service
- 6 weeks (30 days) after thirty (30) years of continuous service

When an employee qualifies for an additional vacation period within the calendar year, the vacation may be taken within the calendar year, subject to the scheduling and approval of the department head. If such employee terminates his employment before reaching his anniversary date, the unearned portion will be deducted from his final pay.

Vacation shall not be permitted in less than one (1) hour segments at a time. Shorter minimum periods (less than one hour, but not less than 1/2 hour) may be approved by the Department Supervisor if Department operations will not be adversely affected.

It is agreed that employees must give the department supervisor five (5) days advance notice when requesting usage of five (5) or more consecutive work days of vacation.

If an employee who has accumulated vacation credits is precluded from taking this accumulated vacation credits within the calendar year because of his/her work schedule or work scheduled by his/her supervisor, he/she shall be permitted to carry over into the next calendar year accumulated, but unused, vacation provided that any such carry over shall be used during the months of January, February, or March, of the succeeding calendar year. Where the employee fails to request his or her vacation by October 1st, management shall request that the employee provide, within 5 working days, his/her requested vacation schedule in writing. If this is not done the supervisor will assign the employee to vacation consistent with the needs of the department.

Exceptions may be made in which the employee has discussed their intention with his/her supervisor and received approval to exhaust their vacation balance by the end of year. If, however, the employee fails to use his/her vacation balance through the exception process all remaining vacation shall be forfeited. If the employee is precluded from taking the vacation credits, as approved through the exception process, because of his/her work schedule or work scheduled by his/her supervisor, management will provide alternative dates in which to reschedule the unused, accrued vacation hours. If management is not able to provide alternative dates the employee shall be permitted to carry over into the next calendar year accumulated, but unused, vacation provided that any such carry over shall be used during the months of January, February, or March, of the succeeding calendar year.

ARTICLE 17 TRANSFER

- A. Departmental seniority is recognized and shall be considered in filling vacancies and making promotions in each department as identified herein, providing the applicant is qualified in accordance with the job description as posted by the City. The best qualified candidate of those bidding on the job within the department shall be awarded the position. The City carries the burden to show that the person selected is the best qualified.

Employees who bid on higher classifications may successfully bid only three (3) times in a calendar year. Successfully bidding shall be defined as completing the thirty-day trial period.

- B. In the event no applicant is qualified within the department in which the vacancy occurs or the promotion is to be made, such vacancies and promotions will be filled in the manner following:
1. By interdepartmental transfer, on basis of seniority providing such transferee is qualified in accordance with the job description as posted by the City. The best qualified candidate of those bidding on the job within Local 180's jurisdiction shall be awarded the position. The City carries the burden to show that the person selected is the best qualified.

Employees who bid on higher classifications may successfully bid only three times in a calendar year. Successfully bidding shall be defined as surrendering seniority in the prior department.

2. If such vacancy cannot be filled or a promotion made under the above provisions, it may be filled by hiring a qualified applicant from outside the City service.
- C. When an employee has transferred from one department to another he/she shall be given a thirty (30) day probationary period, he/she must, upon successfully completing this thirty (30) day probationary period, be certified in writing to the Director of Human Resources

by the Department Head as being full time employee of that particular department. He/she shall successfully complete the probationary period unless it is established by an objective basis in the employee's work performance, that the employee is not qualified for the job.

Upon being so certified and the acceptance of the new position in writing, he/she thereby forfeits any and all seniority rights he/she may have held in the department in which he/she was previously employed. If not certified and unsuccessful, he/she shall return to his/her former status and position most recently held.

- D. In the event the City of La Crosse finds it desirable to temporarily assign an employee from one department to another department, the employee's seniority rights shall not be affected except as follows: Following thirty (30) consecutive days in the new department, the employee shall be given the choice by the department head to return to his/her previous status or accept permanency in the new position and waive his/her rights previously held. Employees so temporarily assigned to another department, in the same position classification, under this provision shall be paid a premium for all hours of actual work performed in another department, in accordance with M.O.U. #12.
- E. All non-professional full time vacancies shall be posted on the bulletin board with the job descriptions, outlining the job description for the position. Such postings shall be in all City Departments for at least five days before the vacancies are filled. Employees may apply for such positions subject to paragraphs A, B and C, above, provided such applications comply with the requirement of the posted position.

ARTICLE 18 LAYOFF - RECALL

- A. When it becomes necessary to reduce the force in any bidding unit as described herein, regular permanent part time employees shall be laid off first in order of reverse departmental seniority in the bidding unit. Layoffs of full time employees shall be according to bidding unit seniority. Strict application of bidding unit seniority shall prevail unless exceptional circumstances exist or occur.
- B. Under all circumstances, any accrued rights, privileges or benefits are canceled when an employee leaves the service of the City except in case of layoffs caused by reduction in the work force.
- C. Employees that are bumped (laid off in one bidding unit) may exercise their bumping rights within their own bidding unit first. Full time employees can bump regular permanent part time employees within their bidding unit and city wide. Regular permanent part time employees can only bump other regular permanent part time employees within their bidding unit. The least senior regular permanent part time employee may bump the last hired regular permanent part time bargaining unit employee for which they are qualified.

- D. Full time employees laid off from one bidding unit shall have bumping rights to the position held by the last bargaining unit employee hired city wide provided the employee is qualified to perform the job. If the laid off employee is not qualified to perform the job held by the "last hired", the employee shall be eligible to bump the next employee hired before the "last hired" provided the employee is qualified to perform the job and provided the employee has more total City seniority. This process shall continue until the laid off employee has successfully bumped an existing bargaining unit employee with less total City seniority. It is understood that laid off employees may not bump into the Civilian Service Employee classification.
- E. Full time employees on layoff status shall be recalled by City wide seniority to vacant positions unless exceptional circumstances exist or occur. No regular permanent part time employee shall be recalled until all laid off full time employees are recalled. Recalled regular permanent part time employees shall be recalled by city wide seniority. Employees who are recalled will resume the status they held prior to layoff with regard to any accrued rights, privileges or benefits except where the layoff exceeds two years in which case such employee will revert to new employee status. Employees who fail to return to work within thirty (30) days after recall shall be deemed to have voluntarily quit.
- F. In the event there is a layoff of full time employees who have been employed prior to January 1, 1987 the City shall continue to pay the city's share of health insurance premiums as provided in Article 3, Medical Benefit Plan for six (6) monthly premium payments from the date of such layoff. This provision shall not conflict with federal law regarding health insurance and shall not be used to increase the time for which employees and their dependents shall be eligible for group insurance under such Federal provisions. This subparagraph shall be effective during the term of the present agreement. Employees hired after January 1, 1987 shall not be eligible for the continued City contribution as outlined above.
- G. When a former employee of the City, who voluntarily left the City service in good standing, is reemployed, it shall be understood and agreed by him/her that any previous accumulated credits and seniority rights have been waived and that he/she shall enter as a new employee and comply with all the regulations required of such new employee.
- H. In case of demotion, the rate of the demoted employee shall be reduced only as necessary to bring his/her rate at the time of demotion within the range established for the class to which he/she is demoted.
- I. Bargaining unit employees on the payroll as of 1/1/00 that are affected by Article #18 shall not result in being bumped to Schedule "C" wage rates. New employees hired after 1/1/00 may be subject to a bump to Schedule "C".

ARTICLE 19
RESERVATION OF RIGHTS

Except as otherwise specifically provided herein, the management of the City of La Crosse and the direction of the work force, including but not limited to the right to hire, to discipline or discharge for proper cause, to decide initial job qualifications, to lay off for lack of work or funds, or for the reduction in the level of services, to abolish positions, to make reasonable rules and regulations governing conduct and safety, to determine the schedule of work, to subcontract work, together with the right to determine the methods, processes and manner of performing work, are vested exclusively in Management.

New rules or changes in rules shall be posted in each department five (5) calendar days prior to their effective date unless an emergency requires a more rapid implementation of such rules.

Management shall not perform bargaining unit work more than twenty percent (20%) of the work week, and such work shall not diminish employee's overtime opportunities.

ARTICLE 20
LIMITATIONS ON DISCIPLINARY ACTIONS

- A. Any and all written reprimands and/or memos of reprimands for all disciplinary actions less than suspensions, shall be removed from the employee's personnel file two (2) years after the date of the reprimand.
- B. Any and all other disciplinary actions shall cease to have any force and effect and shall be removed from the employee's personnel file three (3) years after the date of the disciplinary action.
- C. It is the intention of the parties that any memorandum, notation or disciplinary action hereby removed from an employee's file shall not be used in any future disciplinary action.
- D. The City shall not warn, suspend, demote, and/or discipline or discharge any employee except for just cause. If the City warns, suspends, demotes and/or discharges an employee for just cause, the City shall notify in writing and forward a copy of the notification to the Recording Secretary of the Union at the time such action was taken.

ARTICLE 21
CESSATION OF SERVICES

It is understood and agreed that the services performed by the City employees included in this agreement are essential to the public health, safety and welfare. They agree that there shall be no interruption of the work for any cause whatsoever by either party nor shall there be any slow down or other interferences with the services.

The Union and the City, therefore, recognize the validity of Wisconsin Statutes, Section 111.70 (d) 6 entitled "Strikes Prohibited".

ARTICLE 22
FAMILY AND MEDICAL LEAVE

City of La Crosse has established a Family and Medical Leave Act policy pursuant to Federal and State Family and Medical Leave Act.

ARTICLE 23
SAVINGS CLAUSE

If any Article or Section of this Agreement or any addendums thereto should be held invalid by operation of law by a tribunal of competent jurisdiction, or in compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addendums 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 24
CHECK OFF AND FAIR SHARE

The City shall deduct bi-weekly Union dues from the wages of employees that authorized payroll deductions and forward such dues to the Union as indicated on the authorization form.

The Union agrees to hold the City harmless in the event of any legal controversy involving this provision and/or authorized union dues deductions.

Effective January 1, 1979, any employee covered by this agreement who has not joined the Union shall, as a condition of employment, pay to the Union an amount of money equal to the uniform dues of members of the union as a service charge to pay a proportionate share of the collective bargaining process and contract administration. Such fair share amounts deducted shall be forwarded to the Union.

ARTICLE 25
AMENDMENT PROVISION

This agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the City and the Union wherein mutually agreeable. The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 26
RESIDENCY REQUIREMENT

There is no residency requirement for any employee currently employed who began employment with the City of La Crosse before January 1, 1980.

All bargaining unit employees subject to this agreement shall, as a condition of employment, establish and maintain their domicile and residency within the corporate limits of the City of La Crosse. Effective January 1st, 2005 employees with three (3) years of creditable service as a full time City employee are exempt from the domicile/residency requirement provisions contained herein.

The length of creditable service requirements contained herein shall begin when the employee first establishes his or her domicile/residency within the City.

It is understood that compliance with the domicile/residency requirement is a condition of employment and non-compliance shall result in termination of employment.

Residency Incentive

Employees and retirees that maintain their domicile/residency in a City of La Crosse census block group identified by the latest United States Department of Commerce census as having seventy percent (70%) or more of the residents who have incomes below eighty percent (80%) of the median family income for the City of La Crosse shall receive a residency incentive. Residency incentive shall be a waiver of employee monthly payment contributions for City medical benefit plan. Affected employees shall not receive the special one-time \$50 cash incentive in 2008 as defined in Article 3, Medical Benefit Plan, paragraph B. Effective January 1, 2009 the residency incentive is no longer applicable.

ARTICLE 27
REGULAR PERMANENT PART TIME EMPLOYEES

- A. The parties agree that the benefits described below shall be provided to regular permanent part time employees on a pro rata basis:
- Article # 1 Work Week
 - Article # 7 Sick Leave
 - Article # 8 Bereavement Leave
 - Article #10 Wage and Salary Schedule - Longevity
 - Article #15 Holidays
 - Article #16 Vacations
- B. No regular permanent part time positions shall be created or used to eliminate full time positions.

- C. The City's current practice of regular permanent part time positions does not abolish or alter the Work Week Guarantee in Article I.
- D. The City's current practice regarding regular permanent part time positions does not abolish or alter the 120 day rule.
- E. Effective January 1, 1996, the work week of regular permanent part time positions shall be limited to no more than twenty (20) hours per work week (see MOU #9 for exceptions).
- F. Regular permanent part time employees shall be entitled to the benefits of Income Continuation Insurance, Life Insurance, and Retirement, as those plans may require.
- G. The length of time for probationary period for regular permanent part time employees shall be the same as full time employees without pro ration.
- H. Regular permanent part-time employees shall have citywide bidding rights for the filing of future vacant positions. Years of services for citywide bidding rights shall be pro-rated (i.e. for each two months of regular permanent part-time continuous work performed, the employee will be credited with one month of service for bidding purposes).
- I. No departmental bidding rights exist as a regular permanent part-time employee
- J. If any one employee occupies two (2) regular permanent part time positions, the employee shall be considered a full time employee for all purposes.
- K. When a regular permanent part time employee is hired as a full time employee within the jurisdiction of SEIU, Local #180, the following applies:
 - 1. City seniority date for job bidding purposes will be the date of the appointment to the permanent part-time position. This would also apply to full time positions which are assigned on a shared basis between two departments.
 - 2. Departmental seniority for job bidding purposes will be the date of the appointment to full time status. This departmental seniority will apply to the original department only, i.e. the department where he/she was a regular permanent part time employee.
 - 3. City seniority for vacation accrual, longevity benefits, and lay off purposes will be adjusted at the time of the status change to full time appointment and will include prorated credit, i.e. for each two full months of regular permanent part time continuous work performed, the employee will be credited with one month of vacation and longevity accrual rights and one month City wide seniority for lay off purposes.

4. Eligibility for health insurance will be the same as all other original appointments to full time positions, i.e. full time employees shall be eligible to participate in the City's health insurance program referred to in Article 3 – Medical Benefit Plan after two (2) full months following the month in which they are hired as a full time employee, the same as #1 above.

ARTICLE 28
ENTIRE AGREEMENT

The foregoing constitutes an Entire Agreement between the parties and no verbal statement shall supersede any of its provisions.

ARTICLE 29
BACK PAY FOR CONTRACT SETTLEMENT


Any and all back pay due and owing the employees as a result of this contract settlement shall be paid with regular payroll checks no more than sixty (60) days following ratification of this contract by the Common Council of the City of La Crosse.

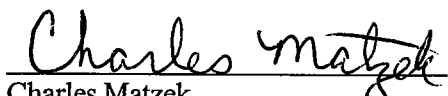
ARTICLE 30
DURATION OF AGREEMENT

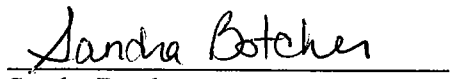
This agreement shall remain in full force and effect commencing on the first day of January, 2008 and terminating on the 31st day of December, 2009 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred and eighty (180) days prior to the date of expiration. It is further understood and agreed that all expenditures or compensation to be paid to employees in accordance with this Agreement must meet the requirements and the procedure by law.

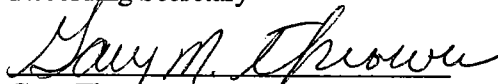
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 8th day of January, 2007-2008

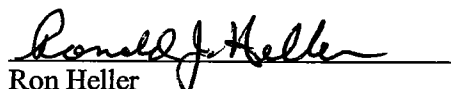
SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL #180

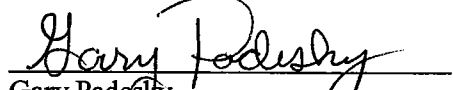

Richard Smith
President



Charles Matzek
Vice President



Sandra Botcher
Recording Secretary


Gary Thrown
Financial Secretary

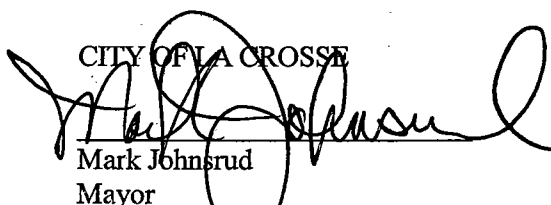

Ron Heller
Executive Board

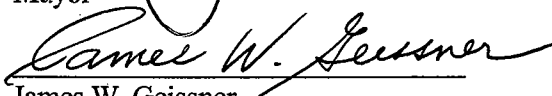

Gary Padesky
Executive Board

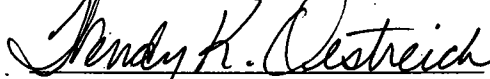

Ken Reget
Executive Board

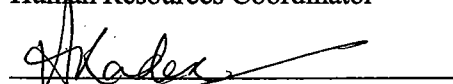

Bruce Becker
Executive Board

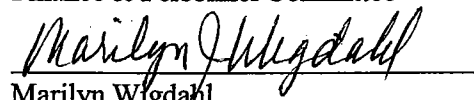
CITY OF LA CROSSE

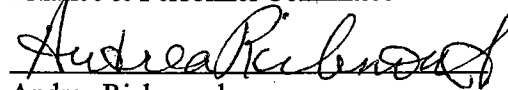

Mark Johnsrud
Mayor

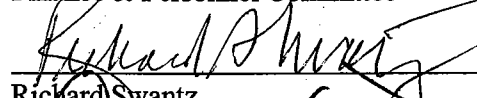

James W. Geissner
Director of Human Resources

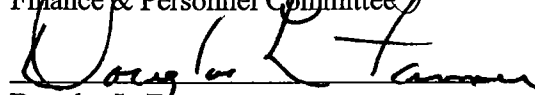

Wendy Oestreich
Human Resources Coordinator


Audrey Kader, Chairman
Finance & Personnel Committee


Marilyn Wigdahl
Finance & Personnel Committee


Andrea Richmond
Finance & Personnel Committee


Richard Swantz
Finance & Personnel Committee


Douglas L. Farmer
Finance & Personnel Committee

Schedule of Benefits by Type of Services

Plan Design Feature	NETWORK*	Out of NETWORK
1. Annual Deductible	<p>2008: \$250 per COVERED PERSON per YEAR, not to exceed \$750 per FAMILY UNIT.</p> <p>2009: \$250-per COVERED PERSON per YEAR, not to exceed \$750 -per FAMILY UNIT.</p> <p>Note: Any fixed-dollar copay amounts are applied to the amount of allowable expenses before the annual deductible. Fixed-dollar copay amounts do not offset against or lower the amount of the annual deductible.</p>	
2. COVERED PERSON'S Out-of-Pocket Limit per Year	<p>No Out-of-Pocket, other than each COVERED PERSON'S:</p> <ul style="list-style-type: none"> • deductible; • copay dollar amounts for drugs, various types of VISITS and EXAMS, and emergency room; and • copay percentage amounts for OUTPATIENT MENTAL ILLNESS and CHEMICAL DEPENDENCY, and • any amounts exceeding the fixed-dollar and fixed-visit limits stated under the PLAN. 	<p>Deductible, plus 20% of next \$3,000 of eligible expenses per COVERED PERSON (that is, \$600 per COVERED PERSON out of pocket, not to exceed \$1,800 per family).</p> <p>Plus each COVERED PERSON'S:</p> <ul style="list-style-type: none"> • copay dollar amounts for drugs, various types of VISITS and EXAMS, and emergency room; • copay percentage amounts for outpatient MENTAL ILLNESS and CHEMICAL DEPENDENCY, and • any amounts exceeding the PREVAILING FEE level and fixed-dollar and fixed-visit limits stated under the PLAN.
3. Lifetime Maximum	<p>\$2,500,000 per COVERED PERSON including claims paid since 1/1/2002, other than OUTPATIENT drugs.</p>	
4. HOSPITAL INPATIENT (Facility) Non-Mental	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>Precertification notice recommended.</p>	<p>After deductible, 80% of billed amount.</p> <p>Precertification notice recommended.</p>
5. HOSPITAL OUTPATIENT (Facility) Non-Mental, Non-Emergency	<p>After deductible, 100% of NETWORK discounted amount.</p>	<p>After deductible, 80% of billed amount.</p>

Plan Design Feature	NETWORK*	Out of NETWORK
<p>6. HOSPITAL Services for an EMERGENCY for DISABILITY -- Physical Illness or Injury (Facility and Practitioner)</p>	<p>After \$25 copay amount per VISIT and deductible, 100% of NETWORK discounted amount;</p> <p>Copay is waived when admitted as an Inpatient within 24 hours.</p> <p>Note: Urgent types of services are covered like an office VISIT per row 13.</p>	<p>After \$25 copay amount per VISIT and deductible,</p> <p>Out of the service area of the NETWORK: 100% of billed amount;</p> <p>Out of NETWORK but in the service area of the NETWORK: 80% of billed amount not to exceed PREVAILING FEE level for such type of service.</p> <p>Copay is waived when admitted as an Inpatient within 24 hours.</p> <p>Note: Urgent types of services are covered like an office VISIT per row 13.</p>
<p>7. Non-HOSPITAL X-Ray and Lab Tests (Facility and Practitioner) for DISABILITY and PREVENTIVE SERVICES</p>	<p>After deductible, 100% of NETWORK discounted amount.</p>	<p>After deductible, 80% of billed amount, not to exceed PREVAILING FEE for such type of service.</p>
<p>8. MENTAL ILLNESS, HOSPITAL INPATIENT (Facility and Practitioner)</p>	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>Maximum of 30 days per YEAR combined for NETWORK and out of NETWORK.</p> <p>Precertification notice recommended.</p>	<p>After deductible, 80% of billed amount, not to exceed PREVAILING FEE for such type of service.</p> <p>Maximum of 30 days per YEAR combined for NETWORK and out of NETWORK.</p> <p>Precertification notice recommended.</p>

Plan Design Feature	NETWORK*	Out of NETWORK
9. MENTAL ILLNESS OUTPATIENT & Office Visits (Facility and Practitioner)	After deductible, 100% of NETWORK discounted amount of the first 15 VISITS, and 60% of next 25 VISITS per YEAR; Maximum of 40 VISITS per YEAR combined for NETWORK and out of NETWORK. Precertification notice recommended. MAINTENANCE SERVICES are excluded	After deductible, 80% of billed amount, not to exceed PREVAILING FEE level for such type of service, of the first 15 VISITS and 50% of next 25 VISITS per YEAR. Maximum of 40 VISITS per YEAR combined for NETWORK and out of NETWORK. Precertification notice recommended. MAINTENANCE SERVICES are excluded
10. CHEMICAL DEPENDENCY, INPATIENT (Facility and Practitioner)	Combined with MENTAL ILLNESS above	Combined with MENTAL ILLNESS above
11. CHEMICAL DEPENDENCY, OUTPATIENT & Office Visits (Facility and Practitioner)	Combined with MENTAL ILLNESS above	Combined with MENTAL ILLNESS above
12. Professional Ambulance	After deductible, 100% of NETWORK discounted amount to, but not returning from, the nearest local facility or practitioner for the required special treatment, when the DISABILITY or EMERGENCY does not permit the use of alternative means of transportation.	After deductible, 100% of billed amount not to exceed PREVAILING FEE level to, but not returning from, the nearest local facility or practitioner for the required special treatment, when the DISABILITY or EMERGENCY does not permit the use of alternative means of transportation.

Plan Design Feature	NETWORK*	Out of NETWORK
<p>13. PHYSICIAN (other than Surgeon & Obstetrician) for DISABILITY – not MENTAL ILLNESS and CHEMICAL DEPENDENCY.</p>	<p>After \$10 copay per VISIT or EXAM and deductible: 100% of NETWORK discounted amount;</p> <p>Copay applies in any setting, other than emergency room (See row 6).</p> <p>Copay waived for x-rays and lab; OUTPATIENT rehabilitation for physical, occupational, respiratory, and speech therapy; radiation therapy, chemotherapy, dialysis treatments, CARDIAC rehabilitation phases I & II, and non-PHYSICIAN allergy services.</p>	<p>After \$10 copay per VISIT or EXAM and deductible: 80% of billed amount not to exceed PREVAILING FEE level for such type of service. Copay applies in any setting, other than emergency room (See row 6).</p> <p>Copay waived for x-rays and lab; OUTPATIENT rehabilitation for physical, occupational, respiratory, and speech therapy; radiation therapy, chemotherapy, dialysis treatments, CARDIAC rehabilitation phases I & II, and non- PHYSICIAN allergy services.</p>
<p>14. PHYSICIAN (other than Surgeon & Obstetrician) for PREVENTIVE SERVICES</p>	<p>After \$10 copay per VISIT or EXAM and deductible: 100% of NETWORK discounted amount;</p> <p>Vision EXAMS limited to \$70 maximum benefit combined for NETWORK and out of NETWORK (by PHYSICIAN or optometrist) in 2008. 2009 limit is \$80.</p> <p>Copay waived for:</p> <ul style="list-style-type: none"> • one routine physical EXAM or school-required EXAM, and one gynecological EXAM per YEAR; • well-baby EXAMS up to age 2; • x-rays and lab; • routine immunizations and vaccines; and • injectable birth control. 	<p>After \$10 copay per VISIT or EXAM and deductible: 80% of billed amount not to exceed PREVAILING FEE level for such type of service.</p> <p>Vision EXAMS limited to \$70 maximum benefit combined for NETWORK and out of NETWORK (by PHYSICIAN or optometrist) in 2008. 2009 limit is \$80.</p> <p>Copay waived for:</p> <ul style="list-style-type: none"> • one routine physical EXAM or school-required EXAM, and one gynecological EXAM per YEAR; • well-baby EXAMS up to age 2; • x-rays and lab; • routine immunizations and vaccines; and • injectable birth control.
<p>15. Surgeon (incl. Obstetrician) See separate section for Oral Surgeon, row 27.</p>	<p>After \$10 copay per VISIT or EXAM (when a separate EXAM or VISIT fee is billed), and deductible: 100% of NETWORK discounted amount.</p> <p>Precertification notice recommended when INPATIENT.</p>	<p>After \$10 copay per VISIT or EXAM (when a separate EXAM or VISIT fee is billed), and deductible: 80% of billed amount, not to exceed PREVAILING FEE for such type of service.</p> <p>Precertification notice recommended when INPATIENT.</p>

Plan Design Feature	NETWORK*	Out of NETWORK
16. Chiropractic	<p>After \$10 copay amount per VISIT or EXAM and deductible, 100% of NETWORK discounted amount with no VISIT limit when MEDICAL NECESSARY per specialty network of chiropractors.</p> <p>MAINTENANCE SERVICES are excluded.</p>	<p>After \$20 copay amount per VISIT or EXAM and deductible, up to 18 VISITS per YEAR with no MEDICAL NECESSITY standard, 100% of billed amount, not to exceed PREVAILING FEE for such type of service.</p>
<p>17. Therapy Services for DISABILITY including:</p> <ul style="list-style-type: none"> a) radiation therapy; b) chemotherapy; c) dialysis treatments; d) physical therapy; e) respiratory therapy; f) occupational therapy; g) speech therapy and h) CARDIAC rehabilitation phases I & II 	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>Precertification notice recommended before six visits or encounters per YEAR.</p> <p>MAINTENANCE SERVICES are excluded.</p>	<p>After deductible, 80% of billed amount, not to exceed PREVAILING FEE for such type of service.</p> <p>Precertification notice recommended before six visits or encounters per YEAR.</p> <p>MAINTENANCE SERVICES are excluded.</p>
18. Drugs Requiring a Prescription for DISABILITY, contraception, MENTAL ILLNESS and CHEMICAL DEPENDENCY	<p>Deductible not applicable. Coverage for drugs on the DRUG FORMULARY list:</p> <p>Retail store network:</p> <p>2008 : Generic \$8 co-pay; Brand \$18 co-pay</p> <p>2009: Generic \$10 co-pay; Brand \$20 co-pay</p> <p>If COVERED PERSON elects a brand when, GENERIC-EQUIVALENT DRUG is available, then the copay is 40% of brand name drug price not to exceed \$20 for each 30-day supply in 2008, and \$30 for each 30 day supply in 2009, unless such brand is determined to be medically appropriate.</p> <p>Quantities are limited for up to a 30 day-supply.</p>	Not applicable

Plan Design Feature	NETWORK*	Out of NETWORK
<p>18. Drugs Requiring a Prescription for DISABILITY, contraception, MENTAL ILLNESS and CHEMICAL DEPENDENCY</p>	<p>Mail order (Home Delivery): Quantities are limited for up to a 90 day-supply as appropriate for the type of drug. Two monthly copay amounts per 90-day prescription for Generic and Brand.</p> <p>When a drug is prescribed for chronic medical conditions, a COVERED PERSON is allowed an initial trial period to confirm the drug's compatibility and effectiveness. Thereafter, coverage for designated maintenance type drugs is limited to such home delivery method (including oral birth control but not applicable to insulin and diabetic supplies).</p> <p>If a COVERED PERSON elects to receive a brand when a GENERIC-EQUIVALENT DRUG is available copay is 40% not to exceed \$20 for each 30-day supply or \$40 for each 90-day supply in 2008. In 2009 40% not to exceed \$30 for each 30 day supply or \$60 for each 90 day supply..</p> <p>Routine oral birth control is covered after applicable copay. Insulin and diabetic supplies are covered at 100% after the generic drug copay.</p> <p>Precertification for MEDICAL NECESSITY applies to some expensive types of drugs. Coverage for non-formulary drugs may be approved via precertification request based on special patient needs.</p> <p>Excluded are drugs:</p> <ul style="list-style-type: none"> • for sexual dysfunction (other than related to organic disease), • for infertility, 40 • determined to be EXPERIMENTAL or not of established medical value, and • for which a comparable over-the-counter drug is available. 	<p>Not applicable</p>

Plan Design Feature	NETWORK*	Out of NETWORK
19. SKILLED NURSING FACILITY	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>Maximum benefit of 60 days per YEAR combined for NETWORK and out of NETWORK.</p> <p>Precertification notice recommended.</p>	<p>After deductible, 80% of billed amount, not to exceed PREVAILING FEE level for such type of service.</p> <p>Maximum benefit of 60 days per YEAR combined for NETWORK and out of NETWORK.</p> <p>Precertification notice recommended.</p>
20. HOME HEALTHCARE PROVIDER	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>Maximum benefit of 40 VISITS per YEAR combined for NETWORK and out of NETWORK.</p> <p>Precertification notice recommended.</p>	<p>After deductible, 80% of billed amount, not to exceed PREVAILING FEE level for such type of service.</p> <p>Maximum benefit of 40 VISITS per YEAR combined for NETWORK and out of NETWORK.</p> <p>Precertification notice recommended.</p>
21. HOSPICE	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>Precertification notice recommended.</p>	<p>After deductible, 80% of billed amount, not to exceed PREVAILING FEE level for such type of service.</p> <p>Precertification notice recommended.</p>
22. DURABLE MEDICAL EQUIPMENT , rental or initial purchase, and limited maintenance and replacement	<p>After deductible, 100% of NETWORK discounted amount.</p> <p>Precertification notice recommended for rental or purchase.</p>	<p>After deductible, 80% of billed amount, not to exceed PREVAILING FEE level for such type of service.</p> <p>Precertification notice recommended for rental or purchase.</p>
23. Dental Preventive or Diagnostic Services	<p>Excluded</p>	<p>Excluded</p>

Plan Design Feature	NETWORK*	Out of NETWORK
24. Basic Dental Restorative Services	Excluded, other than x-rays required due to injury to natural teeth, oral SURGERY, and TMJ. Coverage applies after \$10 copay per VISIT or EXAM (when a separate EXAM or VISIT fee is billed) and deductible: 100% of NETWORK discounted amount.	Excluded, other than x-rays required due to injury to natural teeth, oral SURGERY, and TMJ. Coverage applies after \$10 copay per VISIT or EXAM (when a separate EXAM or VISIT fee is billed) and deductible: 100% of billed amount, not to exceed PREVAILING FEE level for such type of service.
25. Major Dental Restorative Services	Limited to simple non-cutting extraction of a natural erupted tooth with the initial replacement with an artificial tooth, after \$10 copay per VISIT or EXAM (when a separate EXAM or VISIT fee is billed), and deductible: 80% of NETWORK discounted amount. Precertification notice recommended.	Limited to simple non-cutting extraction of a natural erupted tooth with the initial replacement with an artificial tooth, after \$10 copay per VISIT or EXAM (when a separate EXAM or VISIT fee is billed), and deductible: 80% of billed amount, not to exceed PREVAILING FEE level for such type of service. Precertification notice recommended.
26. Orthodontia (Braces)	Excluded	Excluded
27. Oral SURGERY and TMJ disorder	Limited to 15 specific types of procedures and surgical TMJ services. After \$10 copay per VISIT or EXAM (when a separate EXAM or VISIT fee is billed), and deductible: 100% of NETWORK discounted amount. Maximum for temporomandibular joint (TMJ) disorder is \$1,250 per YEAR for non-surgical services, combined for NETWORK and out of NETWORK. Precertification notice recommended.	Limited to 15 specific types of procedures and surgical TMJ services. After \$10 copay per VISIT or EXAM (when a separate EXAM or VISIT fee is billed), and deductible: 100% of billed amount, not to exceed PREVAILING FEE level for such type of service. Maximum for temporomandibular joint (TMJ) disorder is \$1,250 per YEAR for non-surgical services, combined for NETWORK and out of NETWORK. Precertification notice recommended.

COVERED EMPLOYEES and COVERED RETIRED EMPLOYEES with a permanent residence outside of the local service area of the NETWORKS will have coverage for out-of-NETWORK providers generally covered at 100% of the billed amounts not to exceed the PREVAILING FEE level for such type of service after application of copay amounts and deductible.

* *NETWORK: Means the HEALTHCARE PROVIDERS and pharmacies under contract*

with the preferred provider networks selected by the CITY to provide specified services to COVERED PERSONS for pre-established fees incorporating a discount A referral by a NETWORK PHYSICIAN to any out-of-NETWORK provider does not change the level of coverage as if such out-of-NETWORK provider was in the NETWORK except when such specialty type of service is not available in the NETWORK as determined by the medical director of the NETWORK and the UTILIZATION REVIEW ORGANIZATION.

Use of capitalized words means there is a formal definition included in the Master Plan Document.

This table is a summary that has been drafted to be consistent with text in the Master Plan Document. If there is a conflict between this summary and the more complete Master Plan Document, then the Master Plan Document will control

**2008 WAGE RATES
EFFECTIVE 1/01/2008**

80 HOURS BIWEEKLY POSITION	1/1/2008 Schedule A-1 HOURLY RATE
MAINTENANCE ELECTRICIAN - AIRPORT	21.93
MAINTENANCE ELECTRICIAN-PUBLIC WORKS	21.93
CHEMIST	21.82
LAB TECHNICIAN PRETREATMENT AIDE	21.82
AIRPORT CREW LEADER	21.40
EQUIPMENT CREW LEADER	21.40
MAINTENANCE CHIEF - WATER	21.07
MAINTENANCE CHIEF - WWTP	21.07
SIGN SHOP FOREMAN	20.90
CHIEF CUSTODIAN	20.74
HEAVY EQUIPMENT MECHANIC	20.74
WWTP MECHANIC II	20.57
CREW LEADER - SEWER	20.55
UTILITY OPENING WORKER	20.55
EQUIPMENT OPERATOR IV	20.34
LEAD VAC JET OPERATOR - WW	20.34
MAINTENANCE MECHANIC II	20.25
AUTOMOTIVE MECHANIC	20.12
OPERATOR MECHANIC	19.81
BLDG MAINTENANCE ENGINEER - AIRPORT	19.72
BLDG MAINTENANCE ENGINEER - CENTER	19.72
BLDG MAINTENANCE ENGINEER - MSB	19.72
EQUIPMENT OPERATOR III	19.72
SWEEPER OPERATOR MECHANIC	19.72
CERTIFIED ARBORIST	19.34
PARK & REC. MAINTENANCE CREW LEADER	19.34
EQUIPMENT OPERATOR II	19.19
LAB TECHNICIAN	19.19
MAINTENANCE MECHANIC I	19.19
WATER PLANT OPERATOR	19.19
WWTP OPERATOR	19.19
MAINTENANCE PERSON-AIRPORT	19.17
ARBORIST	18.88
CUSTODIAN - CITY HALL	18.83
UTILITY LOCATOR	18.83
WWTP GROUNDS MAINTENANCE PERSON	18.83
EQUIPMENT OPERATOR I	18.63
HEAVY EQUIPMENT OPERATOR-PARKS	18.63
MAINTENANCE WORKER III	18.63
SUPPLY/FLEET PARTS PERSON	18.56
METER READER II	18.52
TREE TRIMMER	18.29
MAINTENANCE WORKER II	18.20
LEAD JANITOR	18.19
ACCOUNT CLERK HIGHWAY	17.99

**2008 WAGE RATES
EFFECTIVE 1/01/2008 (continued)**

80 HOURS BIWEEKLY POSITION	1/1/2008 Schedule A-1 HOURLY RATE
METER READER I	17.99
MAINTENANCE WORKER I	17.86
PARKING MAINTENANCE PERSON	17.86
LABORER II	17.71
CLERK STENO III	17.67
CLERK TYPIST III	17.67
TRANSIT SERVICE REPRESENTATIVE	17.67
CLERK STENO II	15.94
CLERK TYPIST II	15.94
ACCOUNTANT/BOOK KEEPER - CENTER	15.94

**2008 WAGE RATES
EFFECTIVE 01/01/2008**

Schedule A-2

	(A) STEP 1	(B) STEP 2	(C) STEP 3	(D) STEP 4	(E) STEP 5
SPECIAL PROJECTS COORDINATOR	22.68	23.29	23.89	24.47	25.07
MAINTENANCE ELECTRICIAN-WWTP	22.58	23.21	23.84	24.47	25.10
MAINTENANCE PAINTER	18.53	19.00	19.50	19.98	20.48
JANITOR	16.60	16.85	17.10	17.35	17.60
LABORER I	16.28	16.53	16.78	17.03	17.28
CIVILIAN SERVICE EMPLOYEE	14.94	15.19	15.44	15.69	15.94
CLERK STENO I	13.84	14.09	14.34	14.59	14.84
CLERK TYPIST I	13.52	13.77	14.02	14.27	14.52

**2008 Wage Rates
Effective 01/01/2008**

Schedule A-3

75 HOURS BIWEEKLY

POSITION	HOURLY RATE
DRAFTER II	23.03
ENGINEERING AIDE III	22.40
ENGINEERING AIDE II	20.90
PROPERTY APPRAISER TRAINEE	19.52
ENGINEERING AIDE I	19.48
ASSESSMENT TECHNICIAN	19.06
ENG. PROGRAM ASSISTANT	18.69
ASSESSMENT CLERK	18.52
SECRETARY - INVESTIGATIVE DIVISION	18.51
PURCHASING ASSISTANT	18.51
PRINT STOREROOM CLERK	18.51
PARK AND RECREATION SECRETARY	18.51
MUNICIPAL COURT CLERK	18.51
CLERK TYPIST III	18.51
CLERK STENO III	18.51
LICENSE/ELECTION CLERK III	18.51
POLICE RECORDS SPECIALIST	17.73
FEDERAL PROGRAM ASSISTANT	17.73
WATER CLERK	17.57
PARKING TICKET PROCESSOR	17.39
ACCOUNTANT/BOOKKEEPER FINANCE	17.29
CUSTOMER SERVICE SPECIALIST-POLICE	17.28
CASHIER	17.18
LICENSE/ELECTION CLERK II	16.68
CLERK TYPIST II	16.68
CLERK STENO II	16.68
CLERK STENO I - POLICE PARKING UTILITY	15.83

**2008 WAGE RATES
EFFECTIVE 01/01/2008**

Schedule A-4

75 HOURS BIWEEKLY

POSITION	(A)	(B)	(C)	(D)	(E)	(F) **	(G)	(H)	(I)
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5				
LEAD INSPECTOR	27.25	27.93	28.63	29.36	30.09				
MECHANICAL INSPECTOR	23.89	24.49	25.11	25.73	26.40				
CITY SEALER OF WEIGHTS & MEAS.	23.89	24.49	25.11	25.73	26.40				
PLUMBING INSPECTOR	23.89	24.49	25.11	25.73	26.40				
ELECTRICAL INSPECTOR	23.89	24.49	25.11	25.73	26.40				
HOUSING/BUILDING INSPECTOR	23.89	24.49	25.11	25.73	26.40				
PLAN REVIEWER/INSPECTOR	23.89	24.49	25.11	25.73	26.40				
ACCOUNTANT II	21.34	21.91	22.44	23.03	23.62				
ACCOUNT ANALYST	20.74	21.26	21.83	22.40	22.97				
ACCOUNTING TECHNICIAN	18.60	19.08	19.56	20.05	20.57				
PROPERTY APPRAISAL SPECIALIST	23.77	25.10	26.40	27.03	27.71				
PROPERTY APPRAISER	20.53	21.68	22.81	23.38	23.95				
CLERK STENO I	14.37	14.62	14.87	15.12	15.37				
LICENSE/ELECTION CLERK I	14.37	14.62	14.87	15.12	15.37				
CLERK TYPIST I	14.00	14.25	14.5	14.75	15.00				
POSITION	(A)	(B)	(C)	(D)	(E)	(F) **	(G)	(H)	(I)
ASSISTANT HOUSING REHAB SPEC.	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
	17.43	18.09	18.74	19.39	20.04	20.7	21.35	22.01	22.66

**movement to step 6 requires Uniform Dwelling Codes (UDC) certifications for 1 and 2 family dwelling units

Schedule C-1

**WAGE RATES FOR EMPLOYEES
TRANSFERRED OR HIRED INTO POSITION ON/AFTER 1/1/2000
EFFECTIVE 01/01/2008**

POSITION	1/1/2008	1/1/2008
	HOURLY RATE	HOURLY RATE
	STEP 1	STEP 2
CASHIER	14.45	14.70
CLERK TYPIST I - 75 HOURS BI-WEEKLY	12.60	12.85
CLERK TYPIST I - 80 HOURS BI-WEEKLY	11.79	12.04
CLERK STENO I - 75 HOURS BI-WEEKLY	12.89	13.14
CLERK STENO I - 80 HOURS BI-WEEKLY	12.09	12.34
CUSTODIAN	14.75	15.00
JANITOR	14.75	15.00
LABORER I	14.75	15.00
LEAD JANITOR	15.97	16.22
MAINTENANCE PAINTER	17.19	17.44
METER READER I	14.75	15.00

**2009 WAGE RATES
EFFECTIVE 1/01/2009**

80 HOURS BIWEEKLY POSITION	1/1/2009 Schedule B-1 HOURLY RATE
MAINTENANCE ELECTRICIAN - AIRPORT	22.59
MAINTENANCE ELECTRICIAN-PUBLIC WORKS	22.59
CHEMIST	22.47
LAB TECHNICIAN PRETREATMENT AIDE	22.47
AIRPORT CREW LEADER	22.04
EQUIPMENT CREW LEADER	22.04
MAINTENANCE CHIEF - WATER	21.70
MAINTENANCE CHIEF - WWTP	21.70
SIGN SHOP FOREMAN	21.53
CHIEF CUSTODIAN	21.36
HEAVY EQUIPMENT MECHANIC	21.36
WWTP MECHANIC II	21.19
CREW LEADER - SEWER	21.17
UTILITY OPENING WORKER	21.17
EQUIPMENT OPERATOR IV	20.95
LEAD VAC JET OPERATOR - WW	20.95
MAINTENANCE MECHANIC II	20.86
AUTOMOTIVE MECHANIC	20.72
OPERATOR MECHANIC	20.40
BLDG MAINTENANCE ENGINEER - AIRPORT	20.31
BLDG MAINTENANCE ENGINEER - CENTER	20.31
BLDG MAINTENANCE ENGINEER - MSB	20.31
EQUIPMENT OPERATOR III	20.31
SWEEPER OPERATOR MECHANIC	20.31
CERTIFIED ARBORIST	19.92
PARK & REC. MAINTENANCE CREW LEADER	19.92
EQUIPMENT OPERATOR II	19.77
LAB TECHNICIAN	19.77
MAINTENANCE MECHANIC I	19.77
WATER PLANT OPERATOR	19.77
WWTP OPERATOR	19.77
MAINTENANCE PERSON-AIRPORT	19.74
ARBORIST	19.45
CUSTODIAN - CITY HALL	19.39
UTILITY LOCATOR	19.39
WWTP GROUNDS MAINTENANCE PERSON	19.39
EQUIPMENT OPERATOR I	19.19
HEAVY EQUIPMENT OPERATOR-PARKS	19.19
MAINTENANCE WORKER III	19.19
SUPPLY/FLEET PARTS PERSON	19.12
METER READER II	19.08
TREE TRIMMER	18.84
MAINTENANCE WORKER II	18.75
LEAD JANITOR	18.74
ACCOUNT CLERK HIGHWAY	18.53

2009 WAGE RATES
EFFECTIVE 1/01/2009 (continued)

80 HOURS BIWEEKLY POSITION	1/1/2009 Schedule B-1 HOURLY RATE
METER READER I	18.53
MAINTENANCE WORKER I	18.40
PARKING MAINTENANCE PERSON	18.40
LABORER II	18.24
CLERK STENO III	18.20
CLERK TYPIST III	18.20
TRANSIT SERVICE REPRESENTATIVE	18.20
CLERK STENO II	16.42
CLERK TYPIST II	16.42
ACCOUNTANT/BOOK KEEPER - CENTER	16.42

2009 WAGE RATES
EFFECTIVE 01/01/2009

Schedule B-2

	(A) STEP 1	(B) STEP 2	(C) STEP 3	(D) STEP 4	(E) STEP 5
SPECIAL PROJECTS COORDINATOR	23.36	23.99	24.61	25.20	25.82
MAINTENANCE ELECTRICIAN-WWTP	23.26	23.91	24.56	25.20	25.85
MAINTENANCE PAINTER	19.09	19.57	20.09	20.58	21.09
JANITOR	17.13	17.38	17.63	17.88	18.13
LABORER I	16.80	17.05	17.30	17.55	17.80
CIVILIAN SERVICE EMPLOYEE	15.42	15.67	15.92	16.17	16.42
CLERK STENO I	14.29	14.54	14.79	15.04	15.29
CLERK TYPIST I	13.96	14.21	14.46	14.71	14.96

**2009 Wage Rates
Effective 01/01/2009**

Schedule B-3

75 HOURS BIWEEKLY

POSITION	HOURLY RATE
DRAFTER II	23.72
ENGINEERING AIDE III	23.07
ENGINEERING AIDE II	21.53
PROPERTY APPRAISER TRAINEE	20.11
ENGINEERING AIDE I	20.06
ASSESSMENT TECHNICIAN	19.63
ENG. PROGRAM ASSISTANT	19.25
ASSESSMENT CLERK	19.08
SECRETARY - INVESTIGATIVE DIVISION	19.07
PURCHASING ASSISTANT	19.07
PRINT STOREROOM CLERK	19.07
PARK AND RECREATION SECRETARY	19.07
MUNICIPAL COURT CLERK	19.07
CLERK TYPIST III	19.07
CLERK STENO III	19.07
LICENSE/ELECTION CLERK III	19.07
POLICE RECORDS SPECIALIST	18.26
FEDERAL PROGRAM ASSISTANT	18.26
WATER CLERK	18.10
PARKING TICKET PROCESSOR	17.91
ACCOUNTANT/BOOKKEEPER FINANCE	17.81
CUSTOMER SERVICE SPECIALIST-POLICE	17.80
CASHIER	17.70
LICENSE/ELECTION CLERK II	17.18
CLERK TYPIST II	17.18
CLERK STENO II	17.18
CLERK STENO I - POLICE PARKING UTILITY	16.30

**2009 WAGE RATES
EFFECTIVE 01/01/2009**

Schedule B-4

75 HOURS BIWEEKLY

POSITION	(A) (B) (C) (D) (E) (F) (G) (H) (I)								
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
LEAD INSPECTOR	28.07	28.77	29.49	30.24	30.99				
MECHANICAL INSPECTOR	24.61	25.22	25.86	26.50	27.19				
CITY SEALER OF WEIGHTS & MEAS.	24.61	25.22	25.86	26.50	27.19				
PLUMBING INSPECTOR	24.61	25.22	25.86	26.50	27.19				
ELECTRICAL INSPECTOR	24.61	25.22	25.86	26.50	27.19				
HOUSING/BUILDING INSPECTOR	24.61	25.22	25.86	26.50	27.19				
PLAN REVIEWER/INSPECTOR	24.61	25.22	25.86	26.50	27.19				
ACCOUNTANT II	21.98	22.57	23.11	23.72	24.33				
ACCOUNT ANALYST	21.36	21.90	22.48	23.07	23.66				
ACCOUNTING TECHNICIAN	19.16	19.65	20.15	20.65	21.19				
PROPERTY APPRAISAL SPECIALIST	24.48	25.85	27.19	27.84	28.54				
PROPERTY APPRAISER	21.15	22.33	23.49	24.08	24.67				
CLERK STENO I	14.83	15.08	15.33	15.58	15.83				
LICENSE/ELECTION CLERK I	14.83	15.08	15.33	15.58	15.83				
CLERK TYPIST I	14.45	14.70	14.95	15.20	15.45				

POSITION	(A) (B) (C) (D) (E) (F) (G) (H) (I)								
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
ASSISTANT HOUSING REHAB SPEC.	17.95	18.63	19.3	19.97	20.64	21.32	21.99	22.67	23.34

**movement to step 6 requires Uniform Dwelling Codes (UDC) certifications for 1 and 2 family dwelling units

Schedule C-2

**WAGE RATES FOR EMPLOYEES
TRANSFERRED OR HIRED INTO POSITION ON/AFTER 1/1/2000
EFFECTIVE 01/01/2009**

POSITION	1/1/2009	1/1/2009
	HOURLY RATE	HOURLY RATE
	STEP 1	STEP 2
CASHIER	14.89	15.14
CLERK TYPIST I - 75 HOURS BI-WEEKLY	12.99	13.24
CLERK TYPIST I - 80 HOURS BI-WEEKLY	12.15	12.4
CLERK STENO I - 75 HOURS BI-WEEKLY	13.28	13.53
CLERK STENO I - 80 HOURS BI-WEEKLY	12.46	12.71
CUSTODIAN	15.20	15.45
JANITOR	15.20	15.45
LABORER I	15.20	15.45
LEAD JANITOR	16.46	16.71
MAINTENANCE PAINTER	17.71	17.96
METER READER I	15.20	15.45



CITY OF LA CROSSE

Human Resources

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- Recruitment and Selection
- Employee Benefits
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- Training

MEMORANDUM OF UNDERSTANDING #1 LA CROSSE CENTER PART TIME EMPLOYEES

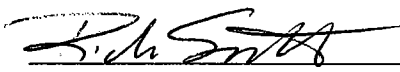
Attached to and made a part of the labor agreement between SEIU Local #180 and the City of La Crosse.

The following La Crosse Center casual part time employees shall not be covered by the union agreement:

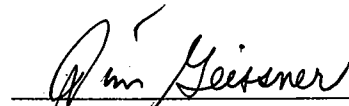
1. Casual Laborers
2. Box Office Ticket Sellers
3. Security Employees
4. Concession Workers
5. Stagehands

It is not the intent of the parties by including "Casual Laborers" in this memorandum to expand the practice regarding the use of casual laborers at the La Crosse Center.

AGREEMENT

 1/9/08

 Rich Smith (date)
 President
 SEIU Local #180

 1-10-08

 James W. Geissner (date)
 Director of Human Resources
 City of La Crosse



CITY OF LA CROSSE

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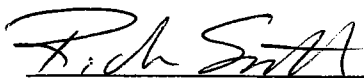
MEMORANDUM OF UNDERSTANDING #2 JOB BIDDING AND TESTING

Attached to and made part of the Labor Agreement between SEIU Local #180 and the City of La Crosse.


1. The City agrees that when a position is posted for bidding, it will place in this notice whether or not it may test for minimal qualifications and the areas the test will include.
2. The City agrees to validate tests and that test will be validated by an outside test expert or state testing expert. If requested, the City will furnish the name of the testing expert used to validate the examination.
3. The City agrees that all examinations will be validated to measure the minimal qualifications necessary to perform the job duties of the position. Also, the examination will be scored by a state test expert.
4. The most senior minimally qualified person shall receive the job posted for.
5. No test will be used for intradepartmental transfers except for the following positions: Mechanical Inspector, City Sealer of Weights and Measures, Plumbing Inspector, Electrical Inspector, Housing/Building Inspector, Accountant II, Account Analyst, Accounting Technician, Special Projects Coordinator, Maintenance Painter, Federal Program Assistant, Maintenance Electrician, Accountant-Bookkeeper, Certified Arborist, Tree Trimmer, Assessment Technician, Assistant Housing Rehab Specialist, Automotive Mechanic, Heavy Equipment Mechanic, Sweeper/Operator Mechanic, Engineering Program Assistant, Building Maintenance Engineer, Purchasing Buyer and Park Maintenance Crew Leader*. (*upon retirement job description and title will be updated)

A typing test only will be required for the following intradepartmental transfers: Parking Ticket Processors, Customer Service Specialist, Police Records Specialist, Clerk Typist I, Secretary – Investigative Division, and Account Clerk Highway. A successful typing speed of 45 wpm is required to transfer.

6. The City agrees to inform candidates of test scores if requested.
7. The parties agree to the following definition of test validity: Test measures minimal qualifications necessary to perform the job. Parties agreed to the following definition of minimal qualifications: Those skills and abilities which an applicant cannot learn within thirty days on the job.
8. Union reserves right to challenge validity of the test and if so, the City agrees to submit the issue to a tribunal consisting of one job expert selected by the Union; one job expert selected by the employer; and a neutral selected by the two job experts. If the job experts are unable to select a neutral, the issue will proceed in accordance of the grievance procedure's arbitration step.
9. These are the following positions in existence for which the City may test for interdepartmental transfers: Clerk-typist, clerk-stenographers, secretaries, engineering program assistant, parking ticket processors, police records specialist, customer service specialist, word processing operators, account clerks, printing and storeroom clerks, automotive mechanics, heavy equipment mechanics, building maintenance engineers, laboratory technician/pre-treatment aides, chemists, engineering aides, assessors, drafters, assessment clerks, sewage treatment plant operators, water plant operators, maintenance mechanics, parks maintenance crew leader, property appraisers, tree trimmer, maintenance electrician, craft employees, mechanical inspector, city sealer of weights and measures, plumbing inspector, electrical inspector, assistant housing rehab specialist, accountant II, account analyst, housing/building inspector, accounting technician, special projects coordinator, maintenance painter, cashier, federal programs assistant, licensing election clerks, transit service representative, accountant-bookkeeper, certified arborist, purchasing buyer, and assessment technician.
10. The Union is not responsible for the contents of the test or its validity.

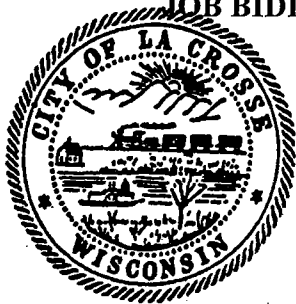
 11/9/08

Rich Smith (date)
President
SEIU Local #180

 1-10-08

James W. Geissner (date)
Director of Human Resources
City of La Crosse

MEMORANDUM OF UNDERSTANDING #3
JOB BIDDING UNITS/RECLASSIFICATIONS – ACCRETED EMPLOYEES



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- Recruitment and Selection
- Employee Benefits
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- Risk Management
- Labor Relations
- Training

October 15, 2007

Rich Smith, President
SEIU Local #180

RE: Memorandum of Understanding Regarding Job Bidding Units/Reclassifications –
Accreted Employees

Dear Rich:

This letter is to confirm the understanding reached by the parties during negotiations for the 2008-2009 collective bargaining agreements. The following was agreed to:

1. For purposes of employee transfer and bidding rights under ARTICLE 17, the bidding units currently in effect shall remain in effect during the 2008-2009 collective bargaining agreements. These bidding units are as follows:

Airport	Parking Utility – DPW
Assessors	Planning and Development-Planning Division
La Crosse Center	Planning and Development-Inspections Division
City Clerk	Police
Engineering	Public Works
Finance	Sewer
Fire	Streets
Grounds & Buildings	Transit
Municipal Court	Wastewater Treatment Plant
Parks	Water-Distribution (clerical/meter readers)
	Water-Pumphouse

2. For purposes of employee transfers and bidding rights under ARTICLE 17, the accreted positions are assigned to the following departments:
 - a) Wastewater Treatment Plant: Special Projects Coordinator
 - b) Finance Department: all Finance office employees

- c) Inspection Department: All inspection department employees, including craft.
- d) Grounds & Buildings: Maintenance Painter
- e) Planning and Development (Planning Division) Assistant Housing Rehab Specialist

For accreted employees, bids within departments shall be based upon date of hire with the department. Bid rights outside the department shall be based upon citywide seniority calculated by the date of hire with the City.

3. For purposes of out of classification assignments and overtime assignments under ARTICLE 10 and ARTICLE 12, the bidding units described above shall be amended as follows:

- a) The Parks Department shall be broken into two subunits: Park Clerical and Park Maintenance.
- b) The Water Department Distribution shall be broken into two subunits: Water Office Clerical and Water Distribution.
- c) All other bidding units shall remain as is. The subunits would be eligible for out of classification assignments and overtime within their larger units when such does not interfere with regular working hours and/or the operational needs of the respective offices.

AGREEMENT

Rich Smith 1/9/08
 Rich Smith (date)
 President – SEIU Local #180

James W. Geissner 1-10-08
 James W. Geissner (date)
 Director of Human Resources
 City of La Crosse



CITY OF LA CROSSE

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MEMORANDUM OF UNDERSTANDING #4 EXCEPTIONS TO CONTINUOUS SERVICE FOR RETIREE MEDICAL BENEFIT PLAN COVERAGE

October 16, 2007

Rich Smith, President
SEIU Local #180

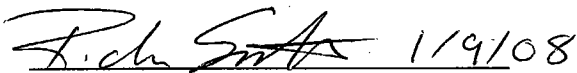
RE: Understandings Reached in Bargaining
The 2008-2009 Collective Bargaining Agreements

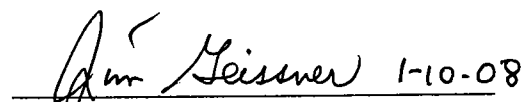
Dear Rich:

The parties agree that all employees who left full time service with the City and then returned to full time employment prior to July 1, 2004, shall be exempt from the continuous employment requirement found in Article 3, E1, Paragraph 2.

Only full time employment with the City will be counted towards the years of service requirement in order to receive retiree Medical Benefit Plan coverage (i.e. part-time employment is not considered).

AGREEMENT


Rich Smith
President
SEIU Local #180


James W. Geissner
Director of Human Resources
City of La Crosse



CITY OF LA CROSSE

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MEMORANDUM OF UNDERSTANDING #5 SAFETY TOE SHOES

October 15, 2007

Rich Smith, President
SEIU Local #180

RE: Agreement on Safety Toed Shoes

It is agreed that effective January 1, 2008 the City will provide SEIU Local #180 employees up to \$65.00 towards the purchase of safety toed shoes. The following stipulations apply:

- Safety toed shoes must be in compliance with ANSI Z41 and have a rating of C/I 75.
- Employees requesting reimbursement are required to provide the original receipt to their supervisor. All original receipts will then be maintained by the supervisor. Receipts for purchases after January 1st, 2008 may be turned in at anytime, up to June 30th, 2008.
- Processing of reimbursements will occur once in 2008, after all receipts have been turned in and verified. Deadline for 2008 receipts is June 30th, 2008.
- Employees purchasing safety toed shoes after June 30th, 2008, or turning in their receipt after June 30th, 2008 will not receive any reimbursement.
- Employees may only receive one (1) reimbursement during the life of this agreement. Reimbursement may be for more than one pair of shoes, up to a total value of \$65.00. This reimbursement does not include shipping and handling for mail order purchases.
- Some employees may not be required, per their PPE, to have safety toed shoes in the course of their regular duties (i.e. clerical staff). If they would be specifically assigned to perform tasks requiring safety toed shoes, they would be provided safety toe caps available through the supply room.

This non-precedental agreement is applicable to employees hired prior to January 1, 2008.
This agreement sunsets on June 30th, 2008.

AGREEMENT

Rich Smith 1/9/08

Rich Smith
President, SEIU Local #180

Jim Geissner 1-10-08

James W. Geissner
Director of Human Resources
City of La Crosse

MEMORANDUM OF UNDERSTANDING #6



CITY OF LA CROSSE

PERSONNEL DEPARTMENT
400 LA CROSSE ST
LA CROSSE WI 54601-3396
(608) 789-7595
FAX NO. (608) 789-7390

- Recruitment and Selection
- Employee Benefits
- Worker's Compensation
- Risk Management
- Labor Relations

JAMES W. GEISSNER
DIRECTOR OF PERSONNEL

PAMELA K. GHOUSE
PERSONNEL SPECIALIST

SETTLEMENT AGREEMENT

This settlement agreement is entered into this 21st day of March of 1995 between the City of La Crosse - La Crosse Center and SEIU Local #180, AFL-CIO regarding the following matters:

1. WERC Case 212 No. 47060 MA-7156
2. WERC Case 213 No. 47061 MA-7157
3. WERC Case 234 No. 48298 MA-7570

The parties agree to resolve the above captioned cases and to establish various procedures for the future staffing of the La Crosse Center as follows:

1. Each of the following city employees that were involved in the grievance shall receive the following sum of money:

John Woods:	\$1,000
Brian Woods:	\$ 300
Duane Marx:	\$1,000
Judi Larson:	\$ 300
Michael Pavela:	\$1,000

2. The City agrees to reclassify the four (4) La Crosse Center JANITOR positions to the position of LEAD JANITOR effective the first full pay period of 1995 at the \$12.63 hourly rate. Presently these positions are held by Judi Larson, Brian Woods, William Bendel and Peter Ojanen.
3. In recognition of the fact that the La Crosse Center employs a large number of casual part-time employees to perform the janitorial and maintenance functions at the La Crosse Center, the City agrees that so long as the City employs or uses any "casual laborer" beyond 120 days in any one calendar year, the City guarantees the job security of the five (5) full-time union janitorial and maintenance positions at the Civic Center, including but not limited to the following security measures: not eliminating the positions; not laying off any persons in the positions; not failing to fill these positions in the event they become vacant, and/or not subcontracting for work which would displace these five (5) positions .

4.
 - A. No part time casual laborer shall be employed for more than forty (40) hours in any one work week.
 - B. No part time casual laborer shall be employed for more than eight (8) hours in a work day except in cases of unanticipated emergency.
 - C. The work performed by the part time casual laborers shall not include the leadership functions of the lead janitor and or the building maintenance engineer.
 - D. No part time casual laborer shall be employed without a full time union non-clerical employee on duty.
 - E. The duties of opening and closing the La Crosse Center shall be performed by a full time union non-clerical employee.
5. In the event of the sale, lease and/or transfer of the ownership of the La Crosse Center, the City shall provide represented employees with no less than 180 day's notice of such action and its implications for future employment. Additionally, the City of La Crosse guarantees that the six (6) full time La Crosse Center employees represented by SEIU Local #180 shall be absorbed into the City's table of organization in other City departments through preferential hiring to vacant union positions, provided they can perform the responsibilities of such positions. No full time SEIU bargaining unit employee that has passed his probationary period with the City may be laid off as a result of the implementation of this provision. Such rights are in addition to any and all bidding rights and lay off and recall rights in the contract and shall remain in effect for two (2) years.
6. In the event that the La Crosse Center is expanded and other conference/convention facilities are acquired, the City agrees to meet with the Union to discuss the staffing of such expanded facilities. The City further agrees that the lead janitor and building maintenance engineer positions shall be used at any new or expanded facility under the same terms and conditions as in the current facility.

AGREEMENT

SEIU

La Crosse Center

City

Amy Anderson 3-23-95
 Gary Gernanson, President
 SEIU Local #180, AFL-CIO

Glenn W. Walinski 3-23-95
 Glenn W. Walinski, Manager
 La Crosse Center

James W. Geissner 3/21
 James W. Geissner
 Director of Personnel
 City of La Crosse

GRIEVANTS

John Woods 3-22-95
 John Woods (Date)

Brian Woods 3-24-95
 Brian Woods (Date)

Duane Marx 3/22/95
 Duane Marx (Date)

Judi Larson 3-23-95
 Judi Larson (Date)

Michael Pavela 3/23/95
 Michael Pavela (Date)

MEMORANDUM OF UNDERSTANDING #7
EQUIPMENT/JOB CLASSIFICATION LIST



CITY OF LA CROSSE

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- **Recruitment and Selection**
- **Employee Benefits**
- **Worker's Compensation**
- **Risk Management**
- **Labor Relations**
- **Training**

November 6, 2007

Rich Smith, President
SEIU Local #180

RE: Memorandum of Understanding #7
Equipment/Job Classification List

Dear Rich,

This letter is to confirm the understanding reached by the parties during negotiations for the 2008-2009 collective bargaining agreement. The following was agreed to:

EQUIPMENT CLASSIFICATIONS
SEIU LOCAL 180 - CITY OF LA CROSSE

A. LABORER I

One (1) ton truck – Water Department (for seasonal employees-transportation only)
Small lawn and garden tractors and mowers
Mowers other than tractor attached
Pickup truck or larger up to and including one and one-half (1-1/2) ton dump truck
(except in sewer department - see Maintenance Worker I below.)
Sand blaster
Air compressor & pneumatic tools
Leaf collection vacuum
Snowmobile
Meter bead blaster
Sod Cutter
Rototiller
Magnetic locator (Shonstead, etc.)
Gas Hedger

- A. LABORER I (continued)
 Small Groundsgroomer
 Paint Machines - Park
 Toro Dingo – Park
 Transit Level
 Walk behind paint machines

- B. JANITOR
 Fork lift - La Crosse Center

- C. LABORER II
 Trash Compactor
 Mower – 10 foot

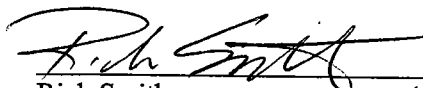
- D. MAINTENANCE WORKER I
 Truck, one (1) ton or larger used for Maintenance in the Sewer Department
 Truck, two (2) ton or larger including tandem
 Truck, two (2) ton or larger w/sander, salter, or snowplow
 Tri-axle truck
 Power broom
 Street sweeper (light)
 Tractor w/attachments
 Brush chipper
 Stump chipper
 Paint machines, street
 Concrete saw, 25” or less
 Pipe locator - electronic w/transmitter or similar
 Cable locator
 Main tapping machine (less than 2” tap)
 Electronic leak locator
 Chain saw or Cut off saw
 Pull Behind Groundsgroomer


- E. UTILITY OPENING FOREMAN
 Lead worker on tar kettle crew
 Lead worker on truck and heated pavement patcher
 Lead worker on concrete crew

- F. MAINTENANCE WORKER II
EQUIPMENT OPERATOR I
TREE TRIMMER
 Aerial truck w/tower in use
 Concrete saw 26” or larger
 Hydraulic valve turning machine
 Main tapping machine (2” or larger tap capacity)
 Roller, self propelled, approx. 16 horsepower, 1,200 lb.
 Trackless snow blower, w/broom or plow
 Bobcat or small loader, w/bucket, broom, or snow blower
 Tractor mounted backhoe/loader w/attachments

- F. MAINTENANCE WORKER II
EQUIPMENT OPERATOR I
TREE TRIMMER (continued)
Sewer rodding machine
Portable steamer (Sewer)
Tire mounted centrifugal pumps
Tree spade
Ball diamond groomer
Truck w/paint machine (Highway)
Wing plow while plowing (if wing plow is up – Maintenance Worker I)
Sewer Flusher
Pneumatic Mole
Pavement Router
- G. EQUIPMENT OPERATOR II
Articulated end loader, 130 horsepower, 26,000 lb or greater
Street sweeper - heavy - approx. 76 horsepower, 14,400 lb. or more
Tracked dozer or loader
Roller, self propelled, approx. 89 horsepower, 16,900 lb. or more
Vacuum catch basin cleaner truck w/attachments
Motor grader - used for alleys or snow plowing
Screed operators, paving machine
Log loader
Sewer Flusher with Camera Recording System
- H. PARK & RECREATION MAINTENANCE LEAD WORKER
Ice resurfacer machine
Ice arena compressors
- I. EQUIPMENT OPERATOR III
Vacuum Excavator
- J. EQUIPMENT OPERATOR IV
Motor grader - finish rock & asphalt
Paving machine
- K. LEAD VAC JET OPERATOR
Combination sewer flusher/vacuum truck

AGREEMENT

 1/9/08
Rich Smith (date)
President
SEIU Local #180

 1-10-08
James W. Geissner (date)
Director of Human Resources
City of La Crosse



CITY OF LA CROSSE

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MEMORANDUM OF UNDERSTANDING #8 LIFE INSURANCE COVERAGE FOR ELIGIBLE RETIREES AT AGE 66

November 5, 2007

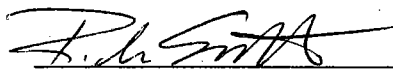
Rich Smith, President
SEIU Local #180


RE: Memorandum of Understanding Regarding Life Insurance Coverage for
Eligible Retirees at Age 66

Dear Rich:

This letter is to confirm the understanding reached by the parties during negotiations for the 2008 - 2009 collective bargaining agreement. The parties agreed that the basic life insurance coverage for eligible retirees who retire after the effective dates (established in accordance with State Statute #40.03 (6) (b) and applicable State of Wisconsin Employee Trust Fund rules and regulations) shall remain at fifty percent (50%) at age 66.

AGREEMENT

 1/9/08
Rich Smith, President date
SEIU Local #180

 1-10-08
James W. Geissner, Director date
City of La Crosse



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leissoa@cityoflacrosse.org

MEMORANDUM OF UNDERSTANDING # 9 MODIFICATION AGREEMENT

RE: 2008-2009 COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF LA CROSSE AND SEIU LOCAL #180

WHEREAS, the City of La Crosse seeks to modify the collective bargaining agreement between SEIU Local #180 and the City. The purpose of which is to allow permanent part time employees to work in excess of twenty (20) hours per week in a limited set of circumstances, and

WHEREAS, SEIU Local #180 has agreed to a limited modification of ARTICLE 27 - REGULAR PERMANENT PART TIME EMPLOYEES; para E.

NOW THEREFORE the parties do hereby enter into this agreement to modify the 2008-2009 collective bargaining agreements ARTICLE 27, para E as follows:


1. The parties agree to allow a temporary waiver of the twenty (20) hour maximum work provision in circumstances when a staffing shortage exists due to the absence of related permanent staff. In such cases the permanent part time employees may be assigned to work additional hours not to exceed 37 ½/40 hours per workweek.
2. The waiver agreement only applies to the permanent part time positions.
3. The regular permanent part time employees may elect not to be assigned the additional hours.

4. The waiver of the twenty (20) hour maximum work provision is intended to cover sick leave, vacation, medical leaves, and other employee absence in their respective department and may not exceed forty-five calendar days.


5. In cases where a waiver in excess of three (3) working days is sought, management agrees to complete the attached form and send copies to the SEIU Local #180 President, Recording Secretary, and the Human Resources Office. In cases where the waiver is to be in place for three (3) days or less, union should be notified within one week of extra time.

It is further understood that the agreement to modify the Collective Bargaining Agreement and allow for limited waivers of the twenty (20) hour maximum work provision as described above shall expire at the end of 2008-2009-contract.

This agreement is entered into on the _____ day of January, 2008.

 1/9/08

Rich Smith (date)
President
SEIU Local #180

 1-10-08

James W. Geissner (date)
Director of Human Resources
City of La Crosse

Attachment (1)

TO: Rich Smith, President
SEIU Local #180

FROM: _____

DATE: _____

SUBJECT: AGREEMENT TO ASSIGN EXTRA HOURS

This memo is to officially document the agreement between management and _____ to work extra hours beyond the twenty (20) hour maximum workweek as required by Article 27 of the City/SEIU Collective Bargaining Agreement.

The assignment of extra hours will be for the period _____ to _____.

The reason for the assignment of extra hours is:

- _____ sick leave of co-worker
- _____ vacation of co-worker
- _____ family medical leave of co-worker
- _____ other leave of co-worker

AGREEMENT

This voluntary agreement is entered into on this ____ day of _____, 20__ by the following individuals:

Employee

Supervisor

Copies to: SEIU Local #180 Union President
SEIU Local #180 Recording Secretary
Human Resources Department



CITY OF LA CROSSE

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- Recruitment and Selection
- Employee Benefits
- Worker's Compensation
- Risk Management
- Labor Relations
- Training

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Human Resources Assistant
leissoa@cityoflacrosse.org

MEMORANDUM OF UNDERSTANDING #10 VOLUNTARY DENTAL PLAN

October 16, 2007

Rich Smith, President
SEIU Local #180

RE: Understandings Reached in Bargaining
The 2008-2009 Collective Bargaining Agreements

Dear Rich:

This is to confirm an agreement made in negotiations for the 2008-2009 collective bargaining agreements. Effective January 1, 2008 the City agrees to provide administrative services only for a Union sponsored voluntary dental plan made available to bargaining unit members.

AGREEMENT

Rich Smith 1/9/08

Rich Smith
President
SEIU Local #180

James W. Geissner 1-10-08

James W. Geissner
Director of Human Resources
City of La Crosse

MEMORANDUM OF UNDERSTANDING #11
THE ROLE OF LEAD WORKERS



CITY OF LA CROSSE

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- Training

October 16, 2007

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Angela R. Leisso
Human Resources Assistant
leissoa@cityoflacrosse.org

Rich Smith, President
SEIU Local #180

RE: Memorandum of Understanding #11
The Role of Lead Workers

Dear Rich,

This letter is to confirm the understanding reached by the parties during negotiations for the 2008-2009 collective bargaining agreement. The following was agreed to:

It is agreed by the parties that the role of lead workers include completing factual and objective evaluations of fellow bargaining unit employees that are in a probationary status, i.e. 30 day transfer or 6 month initial probationary period. This agreement applies to the following Lead Workers:

Maintenance Chief - WWTP
Airport Crew Leader
Sign Shop Foreman
Utility Opening Worker
Equipment Crew Leader
Lead Vac Jet Operator - WW
Crew Leader – Sewer
Park Maintenance Crew Leader
Maintenance Chief - Water

Respective department heads shall prepare a checklist of duties taken from on the job description to be performed by a transferee or probationary employee and provide same to the lead worker before the evaluation process begins. Such information, along with a checklist of appropriate equipment for the position shall be put on a form for the lead worker to complete. It is understood that not all

duties and/or equipment may be performed because of seasonal or time constraints in which case the lead worker should mark NA. An example of the LABORER position is attached.

It is further understood that lead workers may be required to record the status of work completed.

AGREEMENT

Rich Smith 1/9/08

Rich Smith (date)
President
SEIU Local #180

Jim Geissner 1-10-08

James W. Geissner (date)
Director of Human Resources
City of La Crosse

Attachment: 1

EVALUATION FORM

Name of Employee Being Reviewed: _____

Name of Lead Worker Performing Evaluation: _____

Status: _____ 30 day trial period Evaluation Period: _____ through _____
 _____ 6 month probationary period (date) (date)

This form is to be used by LEAD WORKERS in the evaluation of employees.

Department: _____ Position Title: LABORER

The above named employee was evaluated by me on _____ (date). The following functions were observed:

	<u>Yes</u>	<u>No</u>	<u>NA</u>
A. Employee has received a copy of the job description for the position to be reviewed.	_____	_____	_____
B. Employee has performed*: Assists with maintenance, construction and report projects. Hand excavates sites. Lifts and moves materials and supplies. Loads and unloads supplies and materials. Cleans up work sites.	_____	_____	_____
May operate trucks, mowers, trimmers, saws and other power hand tools.	_____	_____	_____
May participate in on-call rotation. Responds to emergencies.	_____	_____	_____
Performs ground maintenance tasks which may include reception facilities and athletic fields. Prepares, seeds, water and fertilizes turf. Erects fences, barricades, seating and equipment.	_____	_____	_____
Other: _____	_____	_____	_____
C. Specific Equipment**: Small lawn and garden tractors and mowers	_____	_____	_____
Mowers other than tractor attached	_____	_____	_____
Pick-up truck or larger up to and including one and one-half (1 ½) ton dump truck (except in Sewer Department – see Maintenance Worker I)	_____	_____	_____
Sand blaster	_____	_____	_____
Air compressor & pneumatic tools	_____	_____	_____
Leaf collection vacuum	_____	_____	_____
Snowmobile	_____	_____	_____
Meter bead blaster	_____	_____	_____
Sod Cutter	_____	_____	_____
Rototiller	_____	_____	_____
Magnetic locator (Shonstead, etc.)	_____	_____	_____
Other: _____	_____	_____	_____

*List of essential function as contained in the job description

** Equipment list per labor agreement

MEMORANDUM OF UNDERSTANDING #12
TRANSFER OF EMPLOYEES TO ENHANCE FLEXIBILITY



CITY OF LA CROSSE

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leissoa@cityoflacrosse.org

- Recruitment and Selection
- Employee Benefits
- Worker's Compensation
- Risk Management
- Labor Relations
- Training

November 13, 2007


Rich Smith
President – SEIU Local #180


This letter is to confirm the understanding reached by the parties during negotiations for the 2008 - 2009 collective bargaining agreement. The parties agreed to a pilot program in regards to Article 17, in the transfer of employees to other department.

1. When assigned across department lines "C" schedule employee's will receive \$.75 per hour (when performing in their same classification), or more if assigned out of class work, for only actual hours worked, without regard to contract provisions. It is understood that the transferred employee shall only receive the \$.75 per hour OR out of class pay, whichever is greater.
2. "A" schedule employee's will receive \$.30 per hour, or more if assigned out of class work, when assigned across departments for actual hours worked. It is understood that the transferred employee shall only receive the \$.30 per hour OR out of class pay, whichever is greater.
3. Management's transfer assignments are based on the needs of the departments (i.e. skill sets needed by the home department, skill sets needed by requesting department, availability of employee for full duration, staffing needs, etc.) not by seniority. It is understood that the sanctity of the work assignment to which the employee has transferred to shall not be interrupted by seniority for overtime provisions existing in the transferred employee's home department or transfer department. In addition, any overtime that occurs within the home department will not include the transferred employee on the date of the temporary assignment.
4. All slash positions (Tree Trimmer/Laborer; Janitor – Grounds & Buildings/Parking Utility; etc) are not eligible for the flexibility premium, unless they are transferred out of their slash departments.

5. Positions which perform similar duties for various departments within the City are not eligible for the flexibility premium. These positions include Maintenance Electrician – Public Works; Painter; Account Clerk – Highway (when performing duties for Parks and Streets); Clerk Typist I/Laborer – Streets (when performing clerical duties for Parks and Streets); etc.).

AGREEMENT

 1/9/08
Rich Smith, President date
SEIU Local #180

 1-10-08
James W. Geissner date
Director of Human Resources
City of La Crosse



CITY OF LA CROSSE

Human Resources

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**MEMORANDUM OF UNDERSTANDING #13
"SPECIAL WAGE ADJUSTMENT, DELETION OF
EQUIPMENT LIST AND OUT OF CLASSIFICATION PAY—
MAINTENANCE PERSON – AIRPORT"**

October 16, 2007

Rich Smith, President
SEIU Local #180

RE: Maintenance Person – Airport


Dear Rich:

This letter is to confirm the understandings reached by the parties. The following was agreed to:


1. The City's special wage offer of fifty cents (\$.50) per hour for the MAINTENANCE PERSON – AIRPORT to be effective January 1, 2002 is based on the implementation of a revised job description which requires employees employed in the MAINTENANCE PERSON – AIRPORT classification to operate, maintain and repair all equipment utilized at the airport. It is further understood that operation of the Large Crash Truck would encompass non-operational driving only.
2. Effective January 1, 2008 the City's special wage offer noted above shall be increased by twenty-five cents (\$.25) per hour, for a total adjustment to the position of MAINTENANCE PERSON – AIRPORT of seventy-five cents (\$.75) per hour.

3. It is specifically understood that implementation of item #1 above includes payment in lieu of any out of classification pay for employee's employed in the MAINTENANCE PERSON - AIRPORT classification, except when assigned to the position of Building Maintenance Engineer - Airport and Airport Crew Leader.

AGREEMENT

 1/9/08
(date)

Rich Smith
President
SEIU Local #180

 1-10-08
(date)

James W. Geissner
Director of Human Resources
City of La Crosse

MEMORANDUM OF UNDERSTANDING #14
POSITION DESCRIPTIONS



CITY OF LA CROSSE

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leissoa@cityoflacrosse.org

- Recruitment and Selection
- Employee Benefits
- Worker's Compensation
- Risk Management
- Labor Relations
- Training

October 16, 2007

Rich Smith, President
SEIU Local #180

RE: Position Descriptions

Dear Rich,

This letter reflects the understanding reached by the parties during negotiations for the 2008-2009 collective bargaining agreements regarding the newly established position descriptions for SEIU represented employees.

The following issues were discussed:

POSITION DESCRIPTIONS REFLECT CURRENT DUTIES

The last time that a comprehensive position analysis was performed for each city position was in 1964, some thirty-five years ago. Since that time, there have been ad hoc changes and updates of position descriptions prepared by the respective eighteen department heads. Needless to say, with this many drafters of written position descriptions, it was difficult to have any kind of consistency in the scope and breadth of the finished product. Therefore, new position descriptions more accurately reflect what employees actually do.

MINIMUM QUALIFICATIONS

All position descriptions contain phraseology about minimum qualifications. These references DO NOT APPLY to SEIU Local #180 employees as the collective bargaining agreement contains language on employee transfer rights, examinations, seniority and trial periods.

ON CALL STATUS

Some position descriptions contain references to on call status. These references DO NOT APPLY to SEIU Local #180 employees. The subject of "on call" status is governed by department work rules and the collective bargaining agreement.

WORKING UNDER UNSAFE CONDITIONS

Some position descriptions contain references to working under unsafe conditions. These references are contained in the descriptions where appropriate and do not mean that the City is presently or would in the future knowingly assign employees to an unwarranted and/or unreasonably unsafe work environment. The fact that the position descriptions contain a reference to working under unsafe conditions is a factor the parties have taken into consideration when they established the wage rates for the positions.

OUT OF CLASS PAY

While the position descriptions do not contain references to out of class pay, the subject has been brought up in discussions between the City and SEIU Local #180. The promulgation of new position descriptions WILL NOT affect the current practices in place regarding the payment for out of class work.

OTHER DUTIES MAY BE ASSIGNED

The phraseology contained in the position descriptions that indicate that an employee may perform other duties as may be required IS NOT intended to have an adverse impact on the payment of out of classification pay. It is understood by the parties that management can make assignments to employees above or below their classification.

It is understood that employee's may decline assignment to a higher paying classification. In the event that no employee volunteers to accept the out of class assignment, management- reserves the right to assign the least senior available employee that is qualified. Employees agree to cooperate with management in emergency situations.

It is agreed that the explanations described above will be maintained during the life of the 2008-2009 collective bargaining agreements.

AGREEMENT

Rich Smith 1/9/08
Rich Smith (date)
President
SEIU Local #180

James W. Geissner 1-10-08
James W. Geissner (date)
Director of Human Resources
City of La Crosse



CITY OF LA CROSSE

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James W. Geissner
DIRECTOR OF HUMAN RESOURCES

Pamela K. Ghouse
EMPLOYEE BENEFITS COORDINATOR

Audra M. Tooke
HUMAN RESOURCES SPECIALIST

Wendy K. Oestreich
HUMAN RESOURCES SPECIALIST

Aleta M. Miller
HUMAN RESOURCES ASSISTANT

MEMORANDUM OF UNDERSTANDING #15 GRIEVANCE SETTLEMENT

June 16, 2004

- Recruitment and Selection
- Employee Benefits
- Worker's Compensation
- Risk Management
- Labor Relations
- Training

Steve Reget, President
SEIU Local #180, AFL-CIO
W8071 CTH Z Rt 2
Onalaska, WI 54650

Re: Grievance Settlement
Case #331, Richard Smith and David Goyette

Dear Steve:

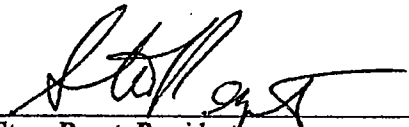
This letter reflects the understanding reached by the parties during the negotiations for the 2002-2005 collective bargaining agreements regarding grievance arbitration Case #331 – Richard Smith and David Goyette. The following non-precedential agreements were reached:

1. The Union agrees to withdraw Case #331 from the arbitration step of the grievance procedure.
2. Richard Smith shall be paid \$500.00 in a lump sum payment because Special Projects Coordinator, Jeff DeJarlais, was assigned to work in the lab instead of Richard Smith.
3. David Goyette shall be paid \$2,000.00 in a lump sum payment because Special Projects Coordinator, Jeff DeJarlais, was assigned to work in the lab instead of David Goyette.

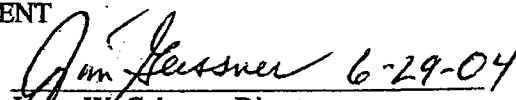
The following agreements were also reached:

1. The Union agrees that employees may be assigned to perform work below their classification at their normal rate.
2. It is specifically agreed that the Special Projects Coordinator may continue to be assigned to perform lab work. It is further agreed that the Special Projects Coordinator is a part of the Wastewater Treatment Plant (WWTP) Lab overtime group effective November 19, 2003.

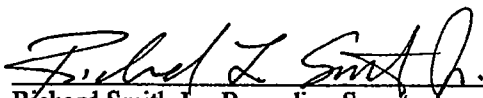
AGREEMENT



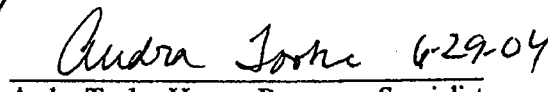
Steve Reget, President
SEIU Local #180, AFL-CIO



James W. Geissner, Director
Human Resources Department



Richard Smith Jr., Recording Secretary
SEIU Local #180, AFL-CIO



Audra Tooke, Human Resources Specialist
Human Resources Department

MEMORANDUM OF UNDERSTANDING #16
MERGING OF STREETS AND MSC BIDDING UNITS



CITY OF LA CROSSE

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- Recruitment and Selection
- Employee Benefits
- Worker's Compensation
- Risk Management
- Labor Relations
- Training

November 13, 2007

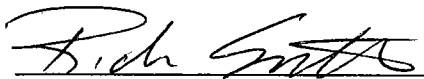
Rich Smith
President – SEIU Local #180

Subject: Memorandum of Understanding Regarding Merging of Streets and MSC
Bidding Units

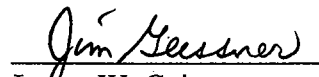
Dear Rich:

This letter is to confirm the understanding reached by the parties during negotiations for the 2008 - 2009 collective bargaining agreement. The parties agreed to merge the two (2) current bidding units presently identified in the Street Department (STREETS and MSC) into one (1) bidding unit (STREETS). Effective November 9, 2007 incumbent employees in the MSC bidding unit shall be placed at the bottom of the STREETS bidding unit. It is understood that for the purposes of winter snow/ice removal management will determine the winter snow and ice removal opportunities for mechanics, including overtime, call-outs, etc., based on department needs.

AGREEMENT


Rich Smith, President
SEIU Local #180

11/9/08
date


James W. Geissner
Director of Human Resources
City of La Crosse

1-10-08
date

MEMORANDUM OF UNDERSTANDING #17
DIRECT DEPOSIT OF PAYCHECK



CITY OF LA CROSSE

Human Resources

400 La Crosse Street
La Crosse, WI 54601-3396
(608) 789-7595
Fax (608) 789-7598

- Recruitment and Selection
- Employee Benefits
- Worker's Compensation
- Risk Management
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November 16, 2007

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leissoa@cityoflacrosse.org

Rich Smith, President
SEIU Local #180

RE: Direct Deposit of Paycheck

Dear Rich:

This letter is to confirm the understanding reached by the parties during negotiations for the 2008-2009 collective bargaining agreement. The parties agreed that effective July 1, 2008 DIRECT DEPOSIT of paychecks shall be a mandatory condition of employment. In that regard employees are hereby encouraged to review the attached application forms and take appropriate steps to comply with the requirement.

AGREEMENT

Rich Smith 1/9/08

Rich Smith (date)
President
SEIU Local #180

Jim Geissner 1-10-08

James W. Geissner (date)
Director of Human Resources
City of La Crosse



**City of La Crosse
Payroll Direct Deposit
Frequently Asked Questions**

1.) How do I sign up for direct deposit?

Contact the Payroll department in the Finance Office at City Hall for a City of La Crosse Direct Deposit authorization form or visit the City's intranet site at <http://cityoflacrosse.org>

2.) Will I still receive a pay stub?

Yes, you will continue to receive a non-negotiable pay stub that looks almost identical to your current paycheck, but will be printed on plain paper.

3.) When will my money be deposited into my account?

Your deposit amount will be posted to your deposit institution on the official pay date. This is typically the Thursday of pay week. Each deposit institution will control the time of day that the deposit is posted. Check with your deposit institution for the exact time of day. Typically, the deposit is posted prior to opening for business on the pay day.

4.) Am I limited to depositing to either my checking or savings account?

No, you may choose either a savings or a checking account or both.

5.) Can I deposit to multiple accounts?

Yes, you are able to split your paycheck by % or amount into a maximum of two separate accounts.

6.) Can I deposit to more than one financial institution?

Yes, you may split your deposit between two separate financial institutions.

7.) What amount is deposited into my account?

The net pay amount from your pay stub will be deposited into your account(s).

12.) I have additional questions about direct deposit, who do I contact?

Please contact the Payroll Department in the Finance Office with additional questions at (608)789-7567. New employees will be provided with a direct deposit packet or directed to the City's intranet to obtain the proper forms and information.



City of La Crosse Employee Payroll Direct Deposit Authorization Form

Employee Number

Employee Name (please print)

Employee Department (please print)

I authorize the City of La Crosse Payroll Department to take the following action with my next pay:

Check One

- 1.) Add or change my banking information for Direct Deposit. Indicate checking or savings accounts below (up to two accounts are allowed) (Setup or changes to an account will occur within 21 days of change request. You will receive payroll checks until the new account is established.)

PLEASE SUBMIT A "VOID" CHECK AND CHECKING DEPOSIT TICKET IF DEPOSITING TO A CHECKING ACCOUNT OR A DEPOSIT TICKET FROM YOUR SAVINGS ACCOUNT IF DEPOSITING TO A SAVINGS ACCOUNT ALONG WITH THIS COMPLETED FORM.

- 2.) Discontinue direct deposit and issue a payroll check. (Cancellation of direct deposit will occur within 21 days)

Payroll Use Only

Changed by _____

Effective Date _____

DO NOT close or change a deposit account at your bank until a payroll check is issued!

Complete this section if box 1 above is checked.

Deposit Institution 1 <input type="text"/> Name of Financial Institution	<input type="checkbox"/> Checking Account	<input type="checkbox"/> Savings Account
% OR Amount of Total Check _____		
Account 1	<input type="text"/> Bank Routing Number	<input type="text"/> Checking or Savings Account Number Please contact your financial institution for account numbers
Deposit Institution 2	<input type="text"/> Name of Financial Institution	<input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account
% OR Amount of Total Check _____		
Account 2	<input type="text"/> Bank Routing Number	<input type="text"/> Checking or Savings Account Number Please contact your financial institution for account numbers

I hereby authorize the City of La Crosse to deposit my net pay to the deposit institution and account(s) named above. This authorization is to remain in effect until the City of La Crosse receives written notification from me of its termination in a time and manner that allows the City and the lending institution an opportunity to act upon it.

I understand that should direct deposit be rejected due to an unannounced change of my account at the deposit institution, I will be provided with a negotiable check and will be charged \$2.00, which will be deducted from the following payroll check.

Date _____

Employee Signature _____

Daytime Phone _____

(By signing this form, you are authorizing the City of La Crosse Payroll Department to contact your financial institution to verify your account information.)

Instructions:

- 1.) Type or Print clearly
- 2.) Unsigned or incomplete forms will be returned
- 3.) Deposit amount will be the full net amount of pay
- 4.) When changing your account information, you will receive a payroll check until deposit becomes effective
- 5.) For questions, please call (608) 789-7567
- 6.) Rejected deposits due to announced changes to deposit account information will result in a \$2.00 charge deducted from your next payroll check
- 7.) Send completed form to:
 City of La Crosse Payroll Department
 400 La Crosse St
 La Crosse, WI 54601



MEMORANDUM OF UNDERSTANDING #18
ATTENDANCE POLICY
CITY OF LA CROSSE

Human Resources

400 La Crosse Street
La Crosse, WI 54601-3396
(608) 789-7595
Fax (608) 789-7598

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geissnerj@cityoflacrosse.org

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November 19, 2007

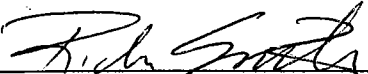
Rich Smith, President
SEIU Local #180


RE: Memorandum of Understanding Regarding Attendance Policy

Dear Rich:

This letter is to confirm the understanding reached by the parties during negotiations for the 2008-2009 collective bargaining agreement in which the City Agreed to modify its ATTENDANCE POLICY effective January 1, 2008. The policy with the agreed upon modifications is attached.

AGREEMENT

 1/19/08
Rich Smith. (date)
President - SEIU Local #180

 1-10-08
James W. Geissner (date)
Director of Human Resources
City of La Crosse

CITY OF LA CROSSE

ATTENDANCE POLICY SEIU Local #180

Effective January 1, 2008

PURPOSE

This policy is to ensure that a consistent procedure is used by all city departments in the administration of attendance at work for employees represented by SEIU Local #180.

ATTENDANCE

All employees will be required to be regular in their attendance and to meet normal attendance standards. For reporting purposes refer to below procedures. Five levels of attendance standards have been established ranging from excellent to unacceptable. Each employee shall meet or exceed the "adequate" standards. If an employee's yearly attendance, (i.e. Jan. 1 – Dec. 31) falls below this expected level, they will be counseled and warned, and if the problem persists, the employee will be subject to disciplinary action.

For definition purposes, a day of absence means each individual day, or portion thereof, lost from work due to reasons **other than: approved** leave of absence, vacation; personal business; bereavement; compensatory time off; military leave; Family Medical Leave; jury or witness duty; injury suffered on the job; disciplinary action; or a physician excused illness or medical appointment of the employee.¹ An occurrence is defined as each consecutive occasion that an employee misses work. Example: If an employee is off sick for two consecutive days with the flu that would count as one occurrence and 16 hours absence.

Any sickness or injury over three days duration must be verified by a physician's certificate. This certificate must state the kind or nature of the illness or injury and that the employee has been incapacitated for work for said period of absence.

Where the city has reasonable cause to suspect sick leave abuse exists, the city reserves the right to require reasonable medical substantiation, including a general diagnosis, for any and all prospective sick leave absences including those of two (2) or less workdays. Any and all medical substantiation, including physician certificate, required under this policy may bypass the employee's immediate supervisor and be directed to the City's Human Resource Department, if the employee so desires. Sick Leave pay shall be based on the rate of pay of the employee's regular classification. When assigned to a higher rate of pay for the full day, the higher rate shall apply for all unscheduled and/or unanticipated leave if leave is taken the same day.

REPORTING PROCEDURE FOR EMPLOYEES REQUESTING SICK LEAVE:

The Employee must:

- Personally notify his/her Supervisor or their designee prior to the scheduled start of the shift.
Exception – If the employee is incapacitated by a medical condition that would prevent him/her from making the call personally.
- Inform management of the general nature of the illness and expected date of return.
- Keep management informed of changes effecting return to work date.
- Present acceptable medical substantiation upon return to work following over three (3) consecutive scheduled work days off due to illness or injury. The medical substantiation must be presented to a Supervisor or Human Resources upon returning to work.

MEDICAL/DENTAL APPOINTMENTS:

If the work schedule allows, employees may use accrued sick leave for their medical/dental appointments as follows:

- The employee may use sick leave for the duration of the employee's medical/dental appointment, plus any travel time necessary to and from the appointment, (i.e. an employee has a doctor's appointment at 10:00 a.m. In order to make it there he/she requests to leave at 9:30 a.m. His/her appointment is completed at 11:00 a.m. He/she is expected to return to work immediately after the appointment, i.e. 11:30 a.m.).
- An employee will not be allowed to take the entire day off for an appointment, unless special circumstances warrant such as conditions which affect their ability to safely, effectively or thoroughly perform their job description's essential duties.
- Sick leave is not intended to provide additional income to an employee, but as a substituted form of pay for time attending the employee's appointment. Sick leave may be used for the time period for which the employee's appointment falls during normal work hours, (i.e. the employee is scheduled for an appointment at 4:00 p.m. and ends at 5:00 p.m. The employee's normal scheduled work day would have ended at 4:30 p.m., so the employee would only be able to use sick leave from approximately 3:30 p.m. – 4:30 p.m.).
- Every effort should be made to schedule appointments during non-work time.

ATTENDANCE STANDARDS

ATTENDANCE CRITERIA

(Based on 7.5 / 8 hour workday accordingly)

"Excellent"	7.5 / 8 hours or less of absence 1 occurrence
"Good"	7.5+ / 8+ hours to 22.5 / 24 hours of absence 2 or 3 occurrences
"Adequate"	22.5+ / 24+ hours to 52 / 56 hours of absence 4 or 5 occurrences
"Poor"	52+ / 56+ hours to 67.5 / 72 hours of absence 6 or 7 occurrences
"Unacceptable"	Exceeding 67.5 / 72 hours of absence 8 or more occurrences A noticeable pattern of absence is present

Employees must meet both criteria for each standard to be considered for that category. For example, if an employee has 2 occurrences each lasting 24 hours (for a total absence of 48 hours) the appropriate standard would be "Adequate".

FALSE SICK REPORTS

Employees who feign illness or injury in order to use sick leave, or to avoid working assigned work, are subject to disciplinary action, up to and including discharge.

REPORTING LATE FOR WORK:

Employees failing to report for work at their scheduled start time will be considered late.

Employees shall make every effort to notify their Supervisor or their designee if they are going to be late with their expected time of arrival to work.

The number of late occurrences will be recorded on a yearly (12) twelve month cycle i.e. January 1 – December 31.

LATE STANDARDS	LATE CRITERIA
“Excellent”	- 2 or less late occurrences
“Adequate”	- 3 or 4 late occurrences
“Unacceptable”	- 5 or more late occurrences

VIOLATIONS OF THE ATTENDANCE POLICY:

Employees violating this policy including failing to meet the adequate standards, shall be subject to discipline measures.

¹ City of La Crosse Family and Medical Leave Policy as defined by Wisconsin and Federal Family and Medical Leave Acts, Definition of Physician/Health Care Provider, 2001: **Health care provider.** Acupuncturist, audiologist, Christian Science practitioner, chiropractor, D. O., D. D. S., D. P.M., health care provider in foreign country, hospice, inpatient care facility, MD., marriage and family counselor or therapist, nurse-midwife, nurse, optometrist, O. T., P. T. psychologist, respiratory care practitioner, social worker, speech pathologist, or Wisconsin-licensed CBRF.