

Our intention is to have in-person meetings going forward. For the time being, we will hold the City Committee Meetings, Plan Commission, Council and most others at the Community Room at 933 Michigan Avenue. This in-person location will meet the legal requirement for our open meetings.

We will have a virtual option available, but the technology for the hybrid style meeting may not be reliable all of the time.

PERSONNEL COMMITTEE

May 13, 2024 - 6:00 PM

**Community Room
933 Michigan Avenue, Stevens Point, WI**

OR

Zoom Teleconferencing

Meeting ID: 841 6171 6292 | Passcode: 927312

By Computer: [Zoom Link](#)

By Phone: +1-312-626-6799 (US Chicago)

(A quorum of the City Council may attend this meeting)

AGENDA

Discussion and Possible Action on:

1. Roll Call.
2. Ratification to approve 2024-2026 collective bargaining agreement with Stevens Point City Central Transportation Employees, Local 309, AFSCME, AFL-CIO
3. Adjournment.

Meeting Rider

Any person who has special needs while attending this meeting or needing agenda materials for this meeting should contact the City Clerk as soon as possible to ensure a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569, TDD # 346-1556 or by mail at 1515 Strongs Ave., Stevens Point, WI 54481.

Copies of ordinances, resolutions, reports and minutes of the committee meetings are on file at the office of the City Clerk for inspection during normal business hours from 7:30 a.m. to 4:00p.m.



May 7, 2024

TO: Personnel Committee, Transit Commission
RE: CBA with Transit employees

Committee and Commissioners,

The Director and Superintendents of Central Transportation along with the City Attorney, HR Manager, and Comptroller-Treasurer have completed negotiations with the members of the transit union. The agreement is attached for your consideration.

We're grateful to the bargaining committee for the productive conversation that led to many beneficial changes for all parties. The highlights of the changes are:

- Probation period reduced from 9 months to 6 months.
- Call-in pay introduced: \$1.50/hr when a driver is called in on the same day.
- Shift premium changed to \$1.50/hr for working between 7:30 PM Friday and 4:30 AM Monday.
- Added new Work Hour Exchange language: Employees can exchange scheduled working hours; the driver taking on the hours will be paid, and the driver giving them up will not.
- Christmas Eve is designated as a holiday starting in 2025.
- Vacation, bonus day, and floating holiday schedule updated to match the city's plan.
- Option to convert up to 48 hours of sick leave to vacation days annually, with a minimum sick leave balance of 80 hours maintained.
- New employees' health premiums are not prorated until January 1st following their first year.
- Longevity removed, and pay steps introduced at 5, 10, and 20 years of service.
- Clothing allowance increased to \$150 for drivers and \$225 for mechanics.
- Starting rate and wage steps for 9, 18, and 24 months removed; new employees to receive full rates immediately.
- Wage increases - 2024: 9%, 2025: 3%, 2026: 3%

Staff recommends and requests approval as presented.

Best Regards,

Joel Lemke
Director

JAN 1, 2024 – DEC 31, 2026

AGREEMENT

BETWEEN THE CITY OF STEVENS POINT AND STEVENS POINT CITY CENTRAL



Note:

Items in this draft have been renumbered.

Language that is being removed at shown in red strikethrough. ~~(Example)~~

Language being added is shown in blue. (Example)

AGREEMENT

This Agreement, made and entered into by and between the City of Stevens Point, hereinafter referred to as "City" or "Employer," and Stevens Point City Transit Employees, Local 309, AFSCME, AFL CIO, hereinafter referred to as the "Union." The mutual interest of the Employer and employees is recognized by this Agreement for the operation of the departments under methods that will promote safety to the employee, economy of operations, cleanliness and proper care of equipment and the protection of property, the facilities of a fair and peaceful adjustment of differences that may arise from time to time, the promulgating of rules and regulations and ethical conduct of business and relations between the Employer and the employees, and to this end, have reached this Agreement.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative for all regular full time and regular part time bus operators and mechanics employed by the City of Stevens Point Transit System, excluding rural substitute operators, supervisory, managerial, executive and confidential and all other employees, as their representative; and that pursuant to the provisions of Section 111.70 of the Municipal Employment Relations Act, said labor organization is the exclusive collective bargaining representative of all such employees for the purposes of collective bargaining with the above named Municipal Employer, or its lawfully authorized representatives, on questions of wages, hours and conditions of employment. (Election held April 16, 1984; Decision No. 21511.) Rights claimed in this Agreement shall be consistent with those rights and responsibilities conferred upon the Employer and/or the Union by applicable state and federal statutes. Nothing contained in this Agreement shall be interpreted as granting to either the Employer or the Union authority to unilaterally establish any matter which is a mandatory subject to collective bargaining pursuant to Wisconsin Statutes.

A. Definitions CDL Operators: Operators assigned to fixed route bus service and complementary paratransit services. ~~(Previously City Transit programs)~~ Non-CDL Operators: Operators assigned to fixed flexible bus routes within rural and urban areas of Portage County. ~~(Previously Aging and Disability Resource Center transportation programs)~~

ARTICLE 2 - MANAGEMENT RIGHTS

A. The City possesses the sole right to operate City government and all management rights repose in it, subject only to the provisions of this contract and applicable law. These rights include, but are not limited to the following: To direct all operations of the City; To establish reasonable work rules and schedules of work; To hire, promote, transfer, schedule and assign employees; To suspend, demote, discharge and take other disciplinary action against employees for just cause; To lay off employees because of lack of work or any other legitimate reasons; To maintain efficiency of City government operations; To comply with state and federal law; To introduce new or improved methods or facilities; To change existing methods or facilities; To determine the kinds and amounts of services to be performed as pertains to City government operation, and the number and kinds of

classifications to perform such services; If the City contemplates subcontracting bargaining unit work, the City shall serve notice to the Union. Should the Union request to bargain, either the decision or the impact of such a decision, the parties will meet to bargain same; To determine the methods and means by which City operations are to be conducted; To take whatever action is necessary to carry out the functions of the City in situations of emergency. Any unreasonable exercise or application of these management rights by the City shall be appealable by the Union or an employee through the grievance and arbitration procedure. It is further agreed by the City that the management rights shall not be used for purposes of undermining the Union or discriminating against any of its members, and the Union agrees that this clause shall not be used to harass the City.

- B. The Employer further recognizes that all employees in the bargaining unit have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing and to engage in other lawful concerted activities for purposes of collective bargaining or other mutual aid or protection.
- C. The employer agrees that at all times during the period in which the Union is certified as the bargaining agent for employees described above, the Employer shall not: Interfere with, restrain or coerce the employees in the exercise of their rights; Attempt to dominate or interfere with the administration of the Union which is a party to this Agreement or assist an organization which attempts to compete with this Union for membership in and representation of employees in the bargaining unit; Discriminate against any employee or employees in regard to hire, tenure, or other terms or conditions of employment because of Union activities; Refuse to bargain in good faith with the Union at any time during the period the Union is certified or change any wages, benefits or terms or conditions of employment at any time during the period the Union is certified; Do any act or pursue any course of conduct which may be in violation of any of the terms or provisions of this Agreement.
- D. The provisions of this article shall remain in effect at all times this Agreement is in effect and during any period of negotiations whether or not this Agreement has been terminated.

ARTICLE 3 - PROBATIONARY PERIOD

- A. New Employees: All new employees must serve a probationary period of ~~6 one-thousand forty-four (1,044) hours, or nine (9) months, whichever comes first,~~ before being entitled to regular employee status and their services may be terminated at any time during their probationary period without recourse to the grievance procedure.
- B. Completion of Probationary Period: Upon completion of the probationary period, the employee shall be granted seniority rights from the date of original hire.

ARTICLE 4 - SENIORITY RIGHTS AND LAYOFFS

- A. Definition: Seniority shall commence upon date of hire with City Transit subject to the provisions in Section 3 hereof and shall be based upon the length of service.
- B. Termination of Seniority: Seniority shall be deemed to have been terminated when: An employee who is able to work fails to do so for three (3) days or more unless due to circumstances beyond the employee's control or on an authorized leave; A laid off employee fails to notify the Employer of the employee's intention of reporting for work within one (1) week of being notified to do so or fails to report for work within twenty (20) days after receipt of notification; An employee states that the employee is quitting and actually leaves the job; An employee is not employed for two (2) years after having been laid off; An employee is discharged for just cause; An employee, on a leave of absence for personal or health reasons, accepts other employment without permission from the Employer; An employee retires.

- C. Seniority List: The Employer shall keep posted a ~~three (3)~~ current seniority list for CDL operators, non-CDL operators and mechanics. The list shall be kept up to date by the Employer.
- D. Layoffs: When laying off employees, the oldest in point of seniority, based upon date of hire, shall be retained, if qualified to perform the available work. The recall of employees that have been laid off shall be in reverse order to that of laying off, providing the recalled employees are qualified to perform the available work. For layoffs affecting more than two (2) employees, the City shall provide sixty (60) days written notice; otherwise, notice shall be at least two (2) weeks. Employees who attain such alternate employment shall be required to pass a probationary period as required of newly hired employees.
~~For one year following date of layoff, laid off employees shall have the right to be hired in vacancies in City services, in positions for which they may qualify. This provision shall expire on April 1, 1992.~~
- E. Notice of Recall: The notice of recall for any employee who has been laid off shall be sent by certified mail to the last known address of the employee. An employee on layoff shall notify the City of any change of this address.

ARTICLE 5 - UNION ACTIVITY

- A. Union Activity: Union business shall be transacted outside of normal working hours, unless agreed otherwise by the parties. Employees shall be paid their normal wages and benefits for time spent during normal working hours attending grievance sessions, hearings and bargaining sessions, scheduled by the Employer or scheduled mutually by the Employer and the Union. All employees, when acting in an official capacity for the Union during normal working hours, shall first obtain permission from their immediate supervisor prior to leaving their work area or commencing any such activity. Representatives of the Union may contact officers or individual members at reasonable times during working hours only after receiving permission from the employee's immediate supervisor, if available. The City reserves the right to both deny permission for such meetings and to exclude such meetings from any work areas. The Union may use the City's meeting rooms and facilities for Union business only with prior approval of and under the guidelines established by the City. However, in no event will Union activities be permitted to interrupt the City's normal and efficient operations. The Union agrees to provide written notification to the City thirty (30) days following the election or selection of Union officers or other local Union officials involved in enforcing this Agreement.
- B. Union Leave of Absence: Employees chosen by the Union to attend conventions, schools, conferences, etc., shall be allowed the necessary time off, without pay, to attend functions, schedules permitting. The Union shall notify the Employer in writing by 11:00 a.m. the day of scheduling. The notice will advise which employee is requesting time off. Up to one (1) employee shall be allowed time off for each event, schedules permitting, based on staffing limitations.

ARTICLE 6 - GRIEVANCE PROCEDURE

A grievance shall mean a dispute concerning the interpretation, application, or violation of this Agreement and shall be handled as follows:

- A. Subject Matter: Only one subject matter shall be covered in any one grievance. However, this shall not prohibit one arbitration board from hearing successive grievances so long as each grievance hearing is completed before the next one begins.
- B. Time Limitations: The time limitations specified in this procedure may be extended by mutual consent of the parties.
- C. Settlement of Grievances: Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next. The Union and the affected employee(s) are entitled to be present at all

steps of the grievance procedure, if they wish.

D. Steps in Procedure:

Step 1: The employee(s), alone or with a Union representative (Union President, Union Secretary or Union Steward(s)), shall submit a Step 1 grievance form and orally explain the grievance to the Transportation Superintendent as soon as possible, but in no event later than fifteen (15) working days after the employee knew or should have known of the cause giving rise to the grievance. The Step 1 Grievance form should include who the grievance was filed by the date the grievance was filed, the grievance subject and a signature of the grievant. The first step grievance meeting shall occur at a mutually agreeable time not more than ten (10) workdays after the employee(s) and/or Union representative notifies the City of the grievance. In the event of a grievance, the employee shall perform the employee's assigned work task and submit the grievance later, except in cases involving immediate danger to the employee's health and safety. The Transportation Superintendent shall, within ten (10) working days, orally inform the employee and the steward or other Union representative of his/her decision. In cases where the Transportation Superintendent was not involved in the situation giving rise to the grievance, the employee may bypass Step 1 and commence the grievance at Step 2.

E. Step 2: If the grievance is not settled at the first step, the employee and/or representative may appeal the grievance in writing to the Transit Manager no later than five (5) working days after receipt of the response. The Transit Manager and Director of Public Utilities and Transportation shall meet with the grievant and/or representative at a mutually agreeable time and shall render a decision in writing within five (5) working days after said meeting.

F. Step 3: If the grievance is not settled at the second step, it may be presented to the Personnel Committee in writing within ten (10) working days after receipt of the written decision of the Transit Manager. The Personnel Committee shall meet with the grievant and/or representative at a mutually agreeable time and issue a written decision within ten (10) working days of this meeting.

G. Step 4 Arbitration: If a satisfactory settlement is not reached in Step 3, the Union must notify the Personnel Committee in writing within thirty (30) calendar days that they intend to process the grievance to arbitration. Any grievance which cannot be settled through the above procedures may be submitted to an arbitrator to be selected as follows: The City and the Union may try to mutually agree upon the selection of an arbitrator. If the City and the Union are unable to agree on the selection of an arbitrator within 30 days, either party may request the Wisconsin Employment Relations Commission to prepare a list of five (5) impartial arbitrators (non-WERC members). Each party shall strike at alternate times, two names from the panel submitted. The remaining arbitrator on the panel after the strikes shall then be notified of his/her appointment in a joint statement from the City and the Union. The arbitrator selected or appointed shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision to both the City and the Union which shall be final and binding upon both parties. The cost of the arbitrator shall be shared equally. Either party may request a transcript, but the party requesting the transcript shall pay the cost. When the arbitrator requests a transcript, both parties shall share the cost of the transcript equally. The decision of the arbitrator shall be limited to the subject matter of the grievance. The arbitrator shall not modify, add to, or delete from the express terms of the Agreement. The parties may agree to a single arbitrator who shall be a member of the Wisconsin Employment Relations Commission staff.

H. Past Grievances: Past grievances may not be filed under the provisions of this procedure and all grievances filed which bear a filing date which preceded or is the same as the expiration date of this Agreement must be processed to conclusion under this procedure.

ARTICLE 7 - NO STRIKE NO LOCKOUT

- A. Strike Prohibited: The Union hereby agrees that neither it nor any of its members will strike during the term of this Agreement.
- B. Union Action: Upon notification by the City to the Union that certain of its members are engaged in a violation of this Provision the Union shall immediately order such members to return to work. In the event that a strike not authorized by the Union occurs, the Union agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible.
- C. Penalties: In the event of a violation of this section, the City may take reasonable disciplinary action against those employees violating the Agreement.
- D. No Lockout: The City agrees that it will not lock out any of its employees during the term of the Agreement unless such employees refuse to return to work when ordered by the Union to do so.

ARTICLE 8 - JOB AVAILABILITY

It shall be the policy of the City to provide steady employment where and whenever possible. Nothing in this Agreement shall, however, be construed as a guarantee of any particular job or position that is unnecessary and is not in the interest of efficient and economical business management and administration. If work is not available for any of the job classifications set forth in this Agreement, nothing contained herein shall be construed as prohibition on the part of the City to make such reductions in the Transit Department as are required.

Article 9 – Scheduled Hours of Work and Route Bidding SCHEDULED WORK HOURS

- A. ~~Normal Work Hours: The Operator bus driving schedule shall be developed by scheduling Monday work first, Tuesday work second, Wednesday work third, Thursday work fourth, Friday work fifth, and, if necessary, Saturday work sixth, Sunday work seventh.~~
 - ~~1. For Regular CDL and Non-CDL Operators: The bid work to which they are assigned Vis a Vis the bid process as described in Paragraph F.~~
 - ~~Definition: Hours scheduled during the weekly scheduling process which can include bid hours, special events, hours that become available due to time off, and any other scheduled shift hours.~~
 - ~~2. Part Time CDL Operators: Assignment of driving shall be awarded to the most senior part time operator whose work schedule allows them to assume the entire piece of substitute or extra hours whose total hours are under 40 hours without subjecting the City to overtime liability. This process shall continue through the seniority list of employees.~~
 - ~~3. If no operator under 40 hours accepts the piece of the hours may be offered based on seniority and availability.~~
 - ~~4. If no one Operator is capable of covering a shift it may be split or a Operator may be moved from their bid route in order to cover the shift.~~
 - ~~5. If Operators are not found available for scheduled hours of work, said available hours shall be assigned to the Operators by reverse seniority.~~
 - ~~If the employer changes the schedule after noon (12:00 p.m.) on Thursday, the employer must notify the employee(s) affected.~~
- B. ~~Wheelchair Van Regular Operator: Normal work week shall consist of 40 hours, no less than eight (8) consecutive hours per day, with one (1) thirty (30) minute paid lunch break mutually scheduled, Monday through Friday.~~
- C. ~~Non-Bid Route Operators: Bid routes on Saturday shall be "normal work hours."~~

Scheduled work hours include weekly planned hours, such as bid hours, special events, time-off replacements, and any other available hours.

- A. Hours will be awarded to the most senior operator with fewer than 40 hours who is able to assume the entire piece of hours.
- B. If no operator under 40 hours accepts the hours, they may be offered to others based on seniority and availability.
- C. If no single operator can cover a shift, it may be split, or an operator may be reassigned from their bid route.
- D. If no operators are available, the hours will be assigned in reverse seniority order.
- E. If the employer changes the schedule after 12:00 p.m. on Thursday, they must inform the affected employee(s).
- F. Operators will get paid for at least 3 hours for special events unless this work is right before or after a scheduled shift.
- G. Mechanics: The normal work schedule for the full-time mechanic shall be Monday through Friday 7:30 a.m. to 3:30 p.m. and 9:30 a.m. to 5:30 p.m. The normal work schedule for the part-time mechanic shall be Monday through Friday 5:30 a.m. – 9:30 a.m. The normal hours of work may be modified by the Department as needed to cover for an employee on leave or unavailable to work their normal hours.

Article 9 ARTICLE 10 - NON-SCHEDULED WORK HOURS (CALL-INS)

- I. ~~Emergency bookings (less than one (1) hours' notice): When no substitute operator is available within 45 minutes, it may be handled in one of two ways~~
 - ~~CDL Operators~~
 - 1. Any available Operator may accept the piece of work for no more than two (2) hours at time and one half (1 1/2) by which time the normal booking process will have secured an Operator. A maximum of two (2) hours pay at time and one half (1 1/2) will provide this emergency fill in assignment, unless this causes the employee to work more than forty (40) hours, then employees shall be paid in line with Article 11.
 - 2. Management personnel may take the piece of work only until such time an Operator is assigned to work via the normal scheduling process.
 - ~~Non-CDL Operators~~
 - 1. When no substitute Operator is available for the work, the Supervisor shall take the piece of work until such time a substitute operator is secured to take the work.
- J. ~~Substitute or Extra Hours: Substitute or extra driving hours shall be distributed as follows:~~
 - ~~CDL Operators~~
 - 1. The most senior part-time operator whose work schedule allows them to assume the entire piece of substitute or extra hours without subjecting the City to overtime liability. This process shall continue through the seniority list of employees.
 - 2. If no one is available for the entire piece of substitute or extra hours, then the piece of substitute or extra hours may be split, and offered by seniority first and Operator availability second.
 - 3. If Operators are not found available for the substitute or extra driving, said available hours shall be assigned to the Operators by reverse seniority.
 - 4. An Operator will have twenty-four (24) hours following the weekly Thursday posting of the driving schedule to turn down substitute and extra hours. The weekly schedule will not be considered final until 12:00 pm on Friday.
 - 5. Administration of this Article will not subject the City to overtime liability, in the event there are Operators remaining who are available to cover the shift without subjecting the City to overtime. In the event that the shift cannot be covered without subjecting the City to overtime, the City agrees to pay overtime in accordance with Article 10.
 - ~~Non-CDL Operators~~

- ~~1. The most senior part-time operator whose work schedule allows them to assume the entire piece of substitute or extra hours without subjecting the City to overtime liability. This process shall continue through the seniority list of employees. If there are no part-time Operators available, a substitute Operator shall be offered the work.~~

Non-Scheduled work hours include call-ins, and any other shift that becomes available after the scheduling deadline.

- A. Hours will be awarded to the most senior operator with fewer than 40 hours who is able to assume the entire piece of hours.
- B. If no operator under 40 hours accepts the hours, they may be offered to others based on seniority and availability.
- C. If no single operator can cover a shift, it may be split, or an operator may be reassigned from their bid route.
- D. If no operators are available, the hours will be assigned in reverse seniority order.
- E. If necessary to prevent service interruption, an operator may be required to extend their shift until a replacement arrives.

Article 9 ARTICLE 11 - BREAKS

- A. ~~CDL and Non-CDL~~ A thirty (30) minute paid break shall be provided to all Employees provided their hours worked meet or exceed seven (7) consecutive hours in a workday.
- B. Employees who work at least eleven (11) consecutive hours shall receive thirty (30) minutes of additional pay or an additional 30-minute break.

~~An Operator who works at least eleven (11) consecutive hours will be provided a second thirty (30) minute paid break. If a trade exercised between two (2) Operators causes an Operator to work at least eleven (11) consecutive hours, the Operator shall not receive the second thirty (30) minute paid break.~~

Rest Breaks—Mechanics: a thirty (30) minute paid break shall be provided to all mechanics so long as their hours worked meet or exceed seven (7) consecutive hours in a workday.

Article 9 ARTICLE 12 - BIDDING

- G. ~~Route Bidding: Employees shall be assigned work on a "bid" basis. Each employee shall have not more than one bid. CDL and Non-CDL Operators shall have separate route biddings. Work will be bid by seniority:
 1. Semi-annually. All bid work will be reposted semi-annually. Bidding will begin December 1 and June 1. Bids will be reassigned on January 1 and July 1 following bidding.
 2. When there is leave of absence projected to be four (4) or more consecutive weeks.
 3. Upon resignation, termination, promotion, transfer or death.
 4. A schedule change of one-half hour one hour and fifteen minutes 45 Minutes or more, or development of a new schedule occurs. Bid routes will be posted for bid for ten (10) days prior to the implementation of schedule change unless the change is temporary (four weeks or less).Bidding shall be based upon posted seniority list. NOTE: All operators currently assigned a route shall keep that route; i.e., there will be no retroactive route bidding. Re-bids under subsections 2, 3., and 4. above shall be available for bid for a period of no more than five (5) consecutive days to overlap two (2) consecutive weeks. All assignment of routes done by virtue of the bid process will be implemented within five (5) workdays of completion of the bid process. An employee on leave under 2 above 12 shall retain the employee's bidding rights and, upon return from leave, shall be returned to the employee's bid.~~
- H. ~~Under sub sections 2 and 3 above, re-bids shall include all Employees Operators. All Employees~~

~~Operators by seniority, will have an opportunity to re-bid. (Each Employee Operator will have a choice to either remain in their current bid route or choose one of the open bids the open bid.)~~

Operators shall be assigned work through a bid system based on the seniority list.

- A. CDL and Non- CDL Operators will have separate bids.
- B. Each operator shall not have more than one bid.
- C. Bids will be posted semi-annually, starting on December 1 and June 1, with new assignments taking effect on January 1 and July 1.
- D. There will be no retroactive route bidding. (e.g. Operators assigned a bid shall keep that bid.)
- E. Re-bids will be posted upon resignation, termination, promotion, transfer, or death, when there is leave of absence projected to be four (4) or more consecutive weeks, or if there is a schedule change of 45 minutes or more, or the development of a new schedule occurs.
- F. An operator on leave of absence as specified in sub-section E will maintain their bid rights and will be reinstated to their original bid upon their return.
- G. During rebids under sub-section E all operator will be given the chance to rebid according to seniority. They can either keep their current bid or select from the available open bids.
- H. Re-bids under subsection E shall be available for a period of no more than 5 consecutive days overlapping 2 consecutive weeks, implemented within five 5 workdays of completion of the bid process.

ARTICLE 13 - NON-CDL POINT PLUS SHIFTS

Point Plus Paratransit hours shall be offered to Non-CDL Operators when no CDL Operator is available. Non-CDL Operators shall receive CDL Operator rate of pay based on Appendix "A" wage rates when covering Point Plus Paratransit hours.

Article 9 ARTICLE 14 – DIFFERENTIAL

- ~~D. — Differential: Operators working Late Night Shift, shall be compensated an additional eighty cents (\$.80) per hour. Operators shall be compensated an additional twenty five cents (\$.25) per hour for Saturday (excludes Late Night Shift). Operators shall be compensated an additional twenty five cents (\$.25) per hour for bus washing duties that are scheduled in their bid route.~~
- A. Call-in pay operators: When an operator performs a piece of non-scheduled work on the same day that they were notified they are entitled to an additional payment of **\$1.50** per hour for that piece of work.
- B. Call-in Pay mechanics: When a mechanic is called to work outside of the normal work schedule, and physically reports to work, the employee shall receive no less than 2 hours pay at the rate of time and one half for each call. The provision shall not apply if notice is given prior to the end of the employee's regular shift. The mechanics shall be called in according to the seniority list.
- C. Shift Premium: Operators working between 7:30pm Friday and before 4:30am on Monday shall receive an extra **\$1.50** per hour for that piece of work.

ARTICLE 15 - WORK HOUR EXCHANGE

Operators have the right to mutually agree upon the exchange of their scheduled work hours. In such exchanges, the operator offering their hours will not receive compensation for the shift, while the operator taking on the exchanged hours will be entitled to compensation according to the established terms.

- A. Request and Approval Procedure: Prior to the initiation of a work hour exchange, a formal request form must be completed and submitted. Management shall review and approve the request.
- B. Discretionary Denial: It is understood that requests for the exchange of work hours may be subject to denial at the discretion of management.
- C. Maximum Exchange Allowance: Operators have a limit of taking 2 work hour exchanges and giving

- 2 work hour exchanges per calendar month, unless otherwise approved by management.
- D. Impact on Schedule: It should be noted that work hour exchanges will not be factored into the calculation or scheduling of scheduled hours of work as specified in the labor agreement.
- E. Work hour exchanges will not be considered for overtime calculations.

Article 10 ARTICLE 16 - OVERTIME

Employees-Bus Operators: All **employees bus operators** and shall be paid at time and one half the regular pay for all work over forty (40) hours. Funeral leave, vacation and holiday time shall be considered time worked for computing overtime. Overtime shall be offered by seniority when all Operators who are available to work the entire shift are at or above forty (40) hours in the week. When hours worked are eligible for overtime pay, they do not also qualify for differential or call-in pay for those same overtime hours.

~~Operators who are scheduled to work wash hours on an overtime basis may donate wash hours to other bargaining unit employees. Such donation shall normally occur within 24 hours of posting the schedule on a form provided by the City.~~

- ~~B. Sunday Call in Pay—Bus Operators: In addition to the above, any employee called in to work on Sunday shall receive a minimum of two (2) hours at time and one half (1½) and all subsequent hours be paid at time and one half (1½).~~

Article 11 ARTICLE 17 - HOLIDAYS

- A. Holidays: **Employees** shall receive the following holidays with pay: New Year's Day, Memorial Day Independence Day, Labor Day, Thanksgiving Day, **Christmas Eve**, and Christmas Day.
- B. Holiday pay for an employee shall be based upon the employee's scheduled bid hours for the day on which the holiday falls. Holiday pay for part-time employees who are regularly scheduled off on the holiday will be four (4) hours of pay at the employee's regular rate.
- C. Employees shall be provided with a floating holiday in lieu of: Good Friday and the day after Thanksgiving.

~~In addition, each employee, except probationary employees, shall be allowed four (4) floating holidays off with pay annually. The date of the floating holiday shall be agreed between the employee and the Transit Manager so as not to disrupt the efficiency of the department. Floating Holidays are provided in lieu of these days: Christmas Eve Day 1 Personal Floater.~~

~~In addition, each employee, except probationary employees, shall be allowed four (4) floating holidays off with pay annually. The date of the floating holiday shall be agreed between the employee and the Transit Manager so as not to disrupt the efficiency of the department. Floating Holidays are provided in lieu of these days:~~

- D. **New employees who are hired before Good Friday or the day after Thanksgiving will qualify for the floating holiday those hired later will not be eligible.**

~~Non-CDL Operators including probationary employees shall receive the following holidays with pay, and shall receive one (1) personal floater after the successful completion of their probationary period.~~

New Year's Day	_____	Labor Day
Memorial Day	_____	Thanksgiving Day
Fourth of July	_____	Christmas Day
Good Friday	_____	Day Following Thanksgiving
Christmas Eve Day	_____	

~~A probationary employee, who successfully completes the employee's probationary period in the~~

~~calendar year in which the employee was hired, shall be entitled to receive the personal floater and any other floating holidays which may accrue between the end of the probationary period and the end of the calendar year. A probationary employee, who successfully completes the employee's probationary period in the calendar year following the year the employee was hired, shall have no personal or floating holidays from the prior calendar year, but shall be entitled to receive the personal floater and any other floating holidays which may accrue between the end of the probationary period and the end of the calendar year. Floating holidays must be taken in a full shift and used by the end of the calendar year. Floating holidays will not be carried over into the next calendar year, nor cashed out if not taken.~~

- E. Requirements: The employee must be in attendance on the workday immediately preceding and immediately following the holiday to be eligible for the holiday pay, except when: On scheduled vacation; On sick leave; On authorized leave approved by management; On funeral leave.
- F. Scheduling of Holidays: If any of the above holidays fall on a Sunday, the following day will be considered the holiday. If any of the above holidays fall on a Saturday, the employees shall receive a compensatory day off in lieu of the holiday. This compensatory time shall be mutually scheduled. The employee and the department head shall mutually agree on the day off so as not to interrupt the efficiency of the department.
- G. Work Performed on a Holiday: When an employee works on a holiday, the employee will receive the employee's holiday pay plus time and one half (1½) pay for the hours worked. In order to qualify for such pay, such employee must have actually reported for work and must have been able and available for work when called.
- H. Employees shall be allowed to combine vacation with floating holidays when scheduling time off.

Article 12 – Sick Leave and Injury Allowance

ARTICLE 18 - SICK LEAVE

- A. Sick Leave: Full-time employees shall accrue 8 hours of sick leave per month of employment, with no cap on accumulation.
- B. Sick Leave Proration: For employees who worked less than 1,820 hours in the previous anniversary year, sick time will be prorated based on the employees' total hours since their previous anniversary date. To determine the prorated amount, the total hours an employee worked are divided by 1,820. The resulting percentage is then applied to the 8 hours of sick leave per month. (i.e., 910 total hours divided by 1,820 equals 50%. This 50% is then multiplied by 8 hours per month resulting in the employee accumulating 4 hours of sick time per month.) For employees who had 910 or fewer total hours in the previous anniversary year, sick time will be prorated at 50%.
- C. Use – Sick leave must be accumulated before it can be used.
With approval, sick leave may also be used for the employee's medical and dental appointments or to attend to a member of the employee's immediate family. This includes the employee's spouse, child, parent, sibling, stepparents, stepchildren, foster parents, foster children, grandparents, grandchildren, parents of the spouse, children's spouses, domestic partner, and parents of the domestic partner. The employee's supervisor may require verification of illness and/or the estimated time needed away from work due to an illness or injury.
- D. Converting Sick Leave to Vacation Leave: An employee, on their anniversary date, may convert a maximum of 48 hours of sick leave to vacation days, providing they do not fall below a minimum balance of 80 hours of sick leave.
- A. ~~Sick Leave: Any employee prevented from working because of disabling sickness or disability due to injury not covered by standard Worker's Compensation insurance, shall receive sick leave allowance with pay. The employee shall receive one hundred percent (100%) of the employee's normal hourly rate for each hour of time lost. If an employee is off more than three (3) consecutive~~

days, the employee shall provide the Employer with a certificate from a physician, nurse practitioner, chiropractor, or other health care professional.

B. ~~Time Allowed: The sickness or injury allowance time shall be determined as follows:~~

~~1. Monthly Accrual: One (1) day allowance for disabling sickness during each calendar month of employment. However, no employee shall be able to draw accumulated sick leave benefits until the employee has completed six (6) months of service.~~

~~2. Accumulation: Any employee, during absence from work because of such disabling sickness or injury, shall be entitled to the pay as provided in this section to the extent of the employee's accumulated allowance and thereafter such an allowance shall again accumulate on the same basis.~~

~~3. Prescheduled Appointments: An employee shall be allowed off for prescheduled medical appointments only if no other employees are prescheduled off for either vacation, floating holiday(s) or appointments.~~

C. ~~Accrued Sick Leave Credit: All employees covered by this Agreement who actually retire from City service at the age of 55 or over or retire due to disability and apply for a retirement annuity from the Wisconsin Retirement Fund, shall be entitled to the following:~~

~~1. Employees shall have one hundred percent (100%) of their unused sick leave credits (at the time of retirement) converted to a monetary value (the number of days of accumulated sick leave times normal daily rate of pay received immediately prior to retirement) and said amount, not subject to state or federal taxes, shall be deposited into the employer's individual PEHP account. The maximum sick leave converted for use toward the payment of the hospital and surgical insurance shall not exceed a total of one hundred thirty (130) days.~~

~~2. Employees shall retain the option to participate in the City's group hospital and surgical insurance by paying the hospital and surgical insurance cost (full premium) as may be charged such employee and dependents by the company carrying the City's group hospital and surgical insurance.~~

~~3. Should an employee die while still employed by the City, the above benefit would apply to the employee's spouse.~~

D. ~~Bonus Days If an employee does not utilize sick leave during six (6) months of the calendar year (January 1–June 30 or July 1–December 31) the employee will be credited with an additional day of sick leave or, at the employee's option, a bonus day. For each subsequent six (6) month interval without the use of a sick day, the employee will be credited with an additional two (2) days of sick leave or at the employee's option two (2) bonus days. Once a sick day is used, the employee will only receive one (1) additional bonus day for the next six (6) month cycle. The employee will be eligible to earn two (2) bonus days each subsequent six (6) months as described above if no sick leave is used for the first six (6) month period. Bonus days shall be scheduled off in full day increments and must be used within one (1) year of issuance.~~

Article 12- ARTICLE 19 – ACCRUED SICK LEAVE CREDIT

A. Employees who retire from City service at the retirement age based on their Wisconsin Retirement Fund category or retire due to disability and apply for a retirement annuity from the Wisconsin Retirement Fund, may have up to a maximum of 130 days (1040 hours) of unused sick leave converted to a monetary value. The value will be the number of days of accumulated sick leave multiplied by the normal daily rate of pay received immediately prior to retirement. This amount shall be available to the employee to pay the medical insurance premiums. Should an employee die while still employed by the City, the above benefit would apply to the employee's spouse. If the employee does not have a spouse, the above benefit will apply to the employee's qualified dependent(s), as defined in the IRS code.

B. Post Employment Health Plan: The City agrees to establish a Post Employment Health Plan (PEHP)

in accordance with applicable sections of the Internal Revenue Service Code. Retiring employees who meet the requirements under Section A. will be required to “convert” accrued sick leave of 130 days (1040 hours) plus one (1) hour for each eight (8) hours over 130 days (1040 hours) and unused vacation into their individual “PEHP” account. NOTE: 1041 hours is based on a full-time equivalent.

- C. The employee and/or surviving spouse may remain on the group health plan as long as the premium is paid in full by the employee or surviving spouse through deductions from their PEHP account or cash payment.

~~The City agrees to establish a Post-Employment Health Plan (PEHP) in accordance with the relevant sections of the Internal Revenue Service Code for the conversion of accrued sick leave (a maximum of 130 days) at the time of retirement. The City agrees to cover the administration fee. Additionally, employees will be required to convert unused vacation time into their individual PEHP account upon retirement.~~

Article 14 ARTICLE 20 - VACATIONS

- A. Vacation: Full-time employees shall accrue vacation according to the following schedule annually. Accrued Vacation will be added on a bi-weekly basis.

<u>Time in Service</u>	<u>Vacation (Based on 8-hour days)</u>
After date of Hire	11 days (prorated @ 50% = 44 Hours)
After Year 1	12 days
After Year 3	14 days
After Year 5	17 days
After Year 8	18 days
After Year 10	21 days
After Year 13	22 days
After Year 15	23 days
After Year 20	27 days
After Year 25	29 days
After Year 30	32 days

- B. Vacation Proration: For employees who worked less than 1,820 hours in the previous anniversary year, vacation time will be prorated based on the employees’ total hours since their previous anniversary date. To determine the prorated amount, the employees’ total hours since their previous anniversary date are divided by 1,820. The resulting percentage is then applied to the vacation accrual schedule. (i.e., 910 total hours divided by 1,820 equals 50%. This 50% is then multiplied 96 hours of vacation time (equivalent to 12 days based on 8-hour days) resulting in the employee accumulating 48 hours of vacation time in the following year.) For employees who had 910 or fewer total hours in the previous anniversary year, vacation time will be prorated at 50%.

~~A. Annual: Full-time employees shall receive vacations with pay based on their length of service in accordance with the following schedule:~~

~~After twelve (12) months one (1) week (40 hours)
After two (2) years two (2) weeks (80 hours)
After seven (7) years three (3) weeks (120 hours)
After thirteen (13) years four (4) weeks (160 hours)~~

~~After twenty (20) years five (5) weeks (200 hours)~~

~~After twenty-five (25) years five (5) weeks and one (1) day (208 hours)*~~

~~After twenty-six (26) years five (5) weeks and two (2) days (216 hours)*~~

~~After thirty (30) years six (6) weeks (240 hours)~~

~~Vacation benefits for employees will be determined on prorated basis. Subject to Article 28.~~

- C. Vacation shall be taken in full day increments. However, each employee, after having worked two years for the City, shall be eligible to take two days of vacation in one-half day increments.
- D. Vacation Dates: Employees will be allowed to use ten (10) days (two weeks) of their allotted vacation in periods of less than 1 full week. Operators assigned to Saturday work may use a maximum of 3 ~~of the allotted ten (10)~~ vacation days on Saturday ~~or Sunday. Employees who request such vacation time must do so at least five (5) days in advance, excluding weekends, except in cases of emergency where it is not possible to give advance notice and permission is granted by the Transit Manager.~~
- E. Employees on Sick Leave: Any employee carried on the payroll while ill or disabled shall be entitled to the same vacation with pay to which the employee would be entitled if not disabled or ill.
- F. Seniority: The employee holding highest seniority in service shall select **up to 20 days of** vacation time first and so on according to seniority. Vacation requests shall be made by March 1 and approved by management.
- G. Employees with a campus bid route shall be able to use paid vacation only, during nonscheduled work time when UWSP campus is not in session, Monday through Friday. Employees will be charged time off based on their prorated benefits. Vacation must be taken in full day increments.
- H. Vacation Carryover: Employees may carry over up to **40 hours** ~~one (1) week, based on their current bid route.~~
- I. Termination Benefits: Employees whose services are terminated (death, quit or discharge) shall receive pay for all unused earned vacation at the time of separation. A prorated vacation for the current vacation year shall be paid at the time of separation at the rate of one twelfth of a full vacation for each full month of service beyond the employee's anniversary date except in the case of an employee who quits and fails to give at least 2 weeks prior notice.
- ~~H. Weather/Service Cancellation Days: Non-CDL Operators may use a vacation day or report to work to assume duties as assigned for the duration of his/her shift when the Aging and Disability Resource Center is cancelled due to weather related closings or other unexpected closings of the Center.~~
- J. Number of Operators Allowed Off CDL Operators: The number of CDL Operators allowed off at any given time shall not exceed 15% of the total number of CDL Bid Routes when UWSP is in full session, and not to exceed 25% when UWSP is not in full session, and not exceed 50% when management runs a reduced service schedule. Saturday CDL Operators: One (1) Operator is allowed off at a time. Non-CDL Operators: One (1) Operator is allowed off at a time. Any Operator, CDL or Non- CDL, not available to fill a shift for any reason, is considered an "Operator off".

Article 14 ARTICLE 21 - LOCKOUT DAYS

A lockout day is defined as a day for which an operator cannot be scheduled or called in for hours of work.

- A. To lockout a day operators must submit a formal request to be approved by management.
- B. Lockout out days can only be used on Saturdays or Sundays.
- C. There is a maximum of 2 operators who can lockout at one time.
- D. There is a limit of 3 lockout days per calendar year, per employee.

~~Lock-Out Days Fill in operators who take time off the Friday before the Saturday or the Monday after the Saturday can lockout a Saturday shift. There is a maximum of two (2) operators who can lockout a Saturday at one time. There is a limit of three (3) lockout days per calendar year, per employee.~~

Article 14 ARTICLE 22 - REPLACEMENT OPERATOR

For full-time employees in the replacement operator bid(s), scheduled time off will be based on 8-hour days.

- A. For employees who worked less than 1,820 hours in the previous anniversary year, time off will be prorated based on the employees' total hours since their previous anniversary date. (i.e., 910 total hours divided by 1,820 equals 50%. This 50% multiplied by an 8-hour day resulting in a day off using 4 hours.)

~~Replacement Operator shall take scheduled time off based on their prorated benefits. (i.e. If employee is accruing benefits at 80%, then one week of vacation, floating holidays and bonus days would equal 32 hours).~~

Article 15 ~~Funeral Leave/Death in Family~~ ARTICLE 23 - BEREAVEMENT LEAVE

- A. Upon request, an employee shall be granted up to, but not exceeding, three (3) workdays with pay for bereavement. This includes the employee's spouse, child, parent, sibling, stepparents and stepchildren, parents of the spouse, children's spouses, domestic partner, parents of the domestic partner and grandchildren.
- B. One day of bereavement with pay will be granted for extended family. This includes grandparents, a brother-in-law, sister-in-law, uncle, aunt, niece, and nephew.
- C. One-half day with pay will be granted for the loss of a fellow employee, provided that scheduling can be arranged by the supervisor.
- D. The city recognizes that these definitions may not encompass all individuals within a family who are deeply cared about. In such instances, employees should contact their supervisor to discuss the use of other accrued benefits, such as vacation.
- ~~A. Immediate Family: Time off with pay, not to exceed three (3) days, shall be allowed in case of death in the employee's immediate family. Immediate family shall mean spouse, mother, father, stepparent, stepchild, children, brother, sister, grandchild or step grandchild, of the employee and the mother and father of the employee's spouse.~~
- ~~B. Other: One (1) day off with pay shall be allowed to attend the funeral of a grandparent, aunt, uncle, nephew, niece, brother-in-law, sister-in-law of the employee.~~
- ~~C. In the event of death of a current employee, all efforts will be made to allow as many staff members as possible to attend the funeral without disruption of transit services to the community.~~

Article 16 ARTICLE 24 - OTHER LEAVES

- A. The city will remain in compliance with Wisconsin and Federal Medical Leave Act laws and maintain an FMLA administrative policy.
- B. Leave of Absence: Leaves of absence may be taken with fourteen (14) days' notice for a length of time of three (3) days, with approval from the Director.
- C. The city will remain in compliance with Wisconsin and Federal Worker's Compensation laws and maintain a Worker's Comp. administrative policy.
- ~~A. Family Emergency Leave: An employee shall be allowed to use three (3) days of sick leave for serious illness or injury in the employee's immediate family. In the event the employee needs more than three (3) days, the employee shall obtain written documentation from the attending physician and the approval of the department head. When the employee has a day(s) off on the day(s) of the~~

~~serious illness or injury, the City is not obligated to pay any wages or salaries on those days.~~

~~(Immediate family shall mean spouse, mother, father, stepparent, stepchild, children, brother, sister of the employee and the mother and father of the employee's spouse.)~~

~~B. Leave of Absence: Leaves of absence may be taken with fourteen (14) days notice for length of time of three (3) days, with approval from the Transit Manager. Requests for leave shall not be unreasonably denied.~~

~~C. Maternity Leave: The employee may use sick leave if she so desires, providing the employee has enough unused sick leave in her unused account, or if not, she may use part of the leave as sick leave and the balance as unpaid leave. Employees granted such leaves will be expected to return to work, which will be to the same job or one of similar status and pay, in line with their seniority, at the end of said leave. Employees will continue to accrue seniority while on such leave if a doctor certifies that the employee is not able to return to work.~~

Article 17 ARTICLE 25 - INSURANCE

A. City's Contribution: The city covers 90% of the health insurance premiums for full-time employees who participate in the insurance plan. This applies to single and family plans.

B. Proration of Premiums: For employees who worked less than 1,820 hours in the previous calendar year, the amount of the premium that the city pays is prorated based on an employees' total hours in that previous calendar year. To determine the prorated amount, the total hours an employee worked are divided by 1,820. The resulting percentage is then applied to the city portion of the health insurance premium. Consequently, the employee would be responsible for the remaining actual cost to the city. (i.e., 910 hours worked divided by 1,820 equals 50%. This 50% is then multiplied by 90% to determine the city's contribution percentage towards the premium, which is 45%. The employees' portion would be the remaining 55% of the health insurance premium cost.) For employees who had 910 or fewer total hours in the previous calendar year, the amount of the premium that the city pays will be prorated at 50%.

C. New employees: Premiums will not be prorated until January 1st following an employee's first year of employment.

D. Life Insurance: Group life insurance shall be made available to those desiring the state group plan. The City shall pay eighteen percent (18%) of the employee's share of the premium. The City further agrees to pay the full premium of a separate \$5,000.00 policy for each employee.

E. Employees who choose not to be enrolled in the health insurance program offered by the City, for whatever reason, will be paid two hundred (\$200.00) per year in lieu of insurance coverage

~~Subject to Article 28.~~

~~4. Insurance Bill Review Reward. All members are encouraged to review itemized medical bills. Any member participating in the health insurance plan that finds an error on medical bills will be rewarded by receiving 50% of the savings to a maximum reward of \$500 per bill.~~

~~Insurance Benefit Effective January 1, 2015, the City will implement a high deductible health insurance plan with at \$1,500/\$3,000 deductible. All employees participating in the high deductible insurance plan shall be eligible to participate in a health savings account as part of the plan.~~

~~Effective in January 2015, the City will contribute \$1,000 single / \$2,000 family to the health savings account on behalf of the City employee. Effective the first of the month following ratification in 2016, the City will implement a revised high deductible health plan see Plan HDHP 209396 for full plan information. All employees participating in the high deductible insurance plan shall be eligible to participate in a health savings account as part of the plan.~~

~~Effective for 2015, the City will contribute \$1,000 single plan / \$2,000 family plan to the health savings account on behalf of the City employee. Effective for 2016, the City will contribute \$500 single plan / \$1,000 family plan to the health savings account on behalf of the City employee.~~

~~Effective for 2017, the City will contribute \$500 single plan / \$1,000 family plan to the health savings account on behalf of the City employee.~~

~~Starting in 2017, in the event an employee participates in the Wellness Program sponsored by the City, the City will contribute \$500 single plan / \$1,000 family plan to the health savings account on behalf of the employee for use in the succeeding calendar year. Contributions shall be prorated for part-time employees and partial participation.~~

- F. For employees who qualify and participate in the Wellness Program sponsored by the City, the City will contribute up to \$600 single plan / \$1,200 family plan to the health savings account on behalf of the employee.
- G. Eligible employees (those averaging 20 hours per week) can participate in the Dental and Vision Insurance offered by the City. Employees would be responsible for 100% of the premium for dental and vision insurance plans. The City retains the right to select the provider as well as make any necessary changes to plan design.
- H. Flexible Spending Account: The City shall offer a pre-tax flexible spending account.
- I. Change of Carrier: The City may from time to time change the insurance carrier and/or self-fund if it elects to do so. ~~as long as equal or better benefits are maintained and current and future state-mandated benefits are provided.~~ It is understood that while the City endeavors to maintain or improve the quality of health benefits, external factors such as regulatory changes and market conditions may influence the specifics of coverage and costs.
- J. No Claim: No employee shall make any claim against the City for additional compensation in lieu of or in addition to the employee's insurance premiums paid because the employee does not qualify for the family plan, except as provided in "E" above.
- K. Income Continuation Insurance: The Employer shall offer a Disability Income Protection Policy through the State of Wisconsin. The Employer shall pay the statutorily required premium for the base coverage.
- ~~G. — Worker's Compensation: Injury leave shall be granted by the City for employees who suffer a loss of work because of a job-related injury. Employees who are granted injury leave will receive, during such leave, the difference between the employee's regular salary and the worker's compensation payments up to a maximum of forty-five (45) workdays. After the forty-five (45) workdays the employee will be allowed, upon written request, to use accrued vacation, personal or accrued holidays, sick leave or compensatory time to supplement the employee's worker's compensation benefits, up to the employee's regular gross bi-weekly pay and subject to all normal deductions. The City will continue to contribute the City's share of the health and life insurance premiums through the end of the calendar month in which the forty-fifth (45th) day occurs. If the employee supplements worker's compensation with other accrued benefits, the City will continue to contribute the City's share of the health and life insurance premiums during such time that accrued benefits are used by the employee. If accrued benefits are not used by the employee to supplement worker's compensation payments, and if the employee elects to continue coverage under the health and life insurance, the employee will then be responsible for one hundred percent (100%) of the health and life insurance premiums through the end of the calendar month in which the employee returns to work.~~

Article 18 ARTICLE 26 - DUES DEDUCTION

- A. Dues Deduction: The Employer shall deduct monthly dues from the paychecks of all who authorized such deduction on an individual authorization form. The total amount of all dues deducted shall be paid to the treasurer of the Union on or before the end of the month in which said deduction was made.
- B. Change in Amount: Changes in the amount of dues to be deducted shall be certified by the Union

thirty (30) days before the effective date of the change.

- C. New Employees: As to new employees, such deductions shall be made from the first paycheck following ~~1,044 hours, or nine (9)~~ six (6) months, whichever comes first. Such deduction shall be made only if the City has received the individual authorization under Part A.
- D. List: the Employer will provide the Union with a list of employees from whom such deductions are made and deletions or additions when they occur.
- E. Representation: The Union, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, Union and nonunion, fairly and equally. No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply, consistent with the Union constitution and bylaws. No employee shall be denied Union membership because of race, creed, color or sex.
- F. Indemnification and Hold Harmless Provision: The collective bargaining representative shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer under this section.
- G. Correction of Error: If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the collective bargaining representative. The Employer shall not be liable to the collective bargaining representative, employee, or any party by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

Article 19 – Longevity

- ~~A. — Benefit: The City agrees that it shall pay longevity pay for employees who have completed continuous, uninterrupted service retroactive to the date of City's initial operation of the system, as additional compensation as follows:~~
- ~~B. — Payment: All increases in longevity shall go into effect on the anniversary date of employment of the respective employee. This shall also apply to employees entering the longevity plan after completion of five (5) years of service. Such payment shall be made monthly.~~
- ~~C. — Break in Service: Paid time off, authorized unpaid leave of absence, layoff, or time off on Worker's Compensation (providing the injury occurred during employment with the City) shall not be deemed as a break in continuous uninterrupted service under this section.~~

Article 20 ~~ARTICLE 27 - RETIREMENT CONTRIBUTION~~

- A. Participation: The City shall participate in the Wisconsin Retirement System pursuant to Wisconsin State Statute 40.05. The City shall contribute the employer contribution as required by Wisconsin State Statutes. ~~Effective the first pay period after March 13, 2011,~~ The employee shall contribute the employee contribution as determined by WRS to the Wisconsin Retirement System.
- ~~B. Benefit Adjustment Contribution: In addition to the amount under (A) above a benefit adjustment contribution shall be paid for participating employees whose formula rate is determined by Wisconsin Statutes governing the Retirement System. Said payment shall be made by the City. For benefit purposes this contribution shall be treated as if it were an employer required contribution. — Delete paragraph B ~ Benefit Adjustment Contributions effective the first pay period after March 13, 2011.~~

Article 21 ARTICLE 28 - JURY DUTY PAY

Employees who are required to serve on jury duty shall be paid by the City the difference between their jury duty pay, less mileage payments, and their normal pay. The employee shall keep the jury duty check and receive the difference from the City.

Article 22 ARTICLE 29 - WAGES

Effective January 1, 2024 to and including December 31, 2026 the employees shall be paid the wages set forth in Appendix A to this Agreement.

Article 23 ARTICLE 30 - MATERIALS AND UNIFORMS

A. ~~Uniforms: Each operator will be furnished with the following:~~

~~Six (6) summer shirts;~~

~~Six (6) winter shirts;~~

~~Six (6) pairs of pants (all season)~~

~~One (1) jacket;~~

~~One (1) baseball type cap.~~

~~Operators must always appear in clean, pressed uniform. Management will replace uniforms on an as needed basis upon inspection by the manager. Operators may purchase additional uniforms of designated type as so desired. Operators are responsible for damage or loss not incurred in performance of duties. Wearing of jacket is optional. If a jacket is worn, it must be standard issue. Operators may wear a wool cap during the winter if so desired, but this cap must match the uniform and is subject to approval by the Manager. The cost of the wool cap is to be borne by the operator. Employees who so desire, may purchase properly fitting "walking shorts" at their own cost to wear while working from May 1st to November 1st. Walking shorts must be no shorter than four (4) inches above the knee. Shorts must be of the same color and fabric that is similar to the uniform pants, subject to the approval of the Transit Manager. If the shorts have belt loops, a belt must be worn. Denim shorts and shorts in poor condition will not be permitted.~~

B. ~~Coveralls: The City agrees to provide coveralls through an outside firm for employees who wash buses. The Employer shall pay the entire cost of the coverall service.~~

C. ~~Rags: The City shall issue rags to washers at such times as deemed necessary by the Transit Manager.~~

A. ~~Safety Equipment/Uniforms: The City may require safety equipment or Uniforms; if so, the City will provide the same.~~

E. ~~Clothing & Leather Wear: Bus Operators shall receive an annual allowance of one hundred and thirty dollars **(\$150.00)** by the end of January each year for the purchase of t-shirts, black leather shoes with leather heels no more than two (2) inches high, black leather belt, socks, black turtleneck, gloves, rubber boots for bus washing and ice cleats. These items shall be according to the specification of Transit Management. Mechanics shall receive an annual allowance of two hundred and five dollars **(\$225.00)** by the end of January each year for the purchase of steel toed work shoes or prescription safety glasses.~~

F. ~~Licenses and Certifications: Employees who are required to maintain a Commercial Driver's License (CDL) shall be reimbursed for the actual cost of renewal of their CDL up to forty dollars (\$40.00) once every eight (8) years. Such reimbursement shall require submission of a receipt. New employees will be responsible for initial licensing and testing fees. Effective 1/1/2002.~~

B. ~~Clothing & Leather Wear: Bus Operators shall receive an annual allowance of **\$150.00** by the end of January each year and Mechanics shall receive an annual allowance of **\$225.00** by the end of~~

January each year.

- C. Licenses and Certifications: Employees who are required to maintain a Commercial Driver's License (CDL) shall be reimbursed for the actual cost of renewal of their CDL once every eight (8) years. Such reimbursement shall require submission of a receipt.

Article 24 - Non-residency

~~The Employer hereby agrees that employees covered by this Agreement shall be allowed to reside outside the corporate limits of the City as outlined in Section 3.37 of the City Ordinance as amended and passed by the City Council on November 20, 1978.~~

Article 25- ARTICLE 31 - SAVINGS CLAUSE

If any article or section of this Agreement, or any addenda thereto, is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda 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 26- ARTICLE 32 - ENTIRE MEMORANDUM OF AGREEMENT

- A. This agreement constitutes the entire Agreement between the Employer and the Union. Amendments or addendums to this agreement shall not be binding unless such changes are in writing, executed by the Employer and the Union, and attached to this agreement as a permanent part of it.
- B. Rights claimed in this Agreement shall be consistent with those rights and responsibilities conferred upon the Employer and/or the Union by applicable state and federal statutes. Nothing contained in this Agreement shall be interpreted as granting to either the Employer or the Union authority to unilaterally establish any matter which is a mandatory subject to collective bargaining pursuant to Wisconsin Statutes.
- C. All side letters and practices predating this Agreement shall be considered terminated unless codified pursuant to (A) above.

Article 27 ARTICLE 33 - SAFETY

The Employer agrees to maintain its equipment in a safe operating condition. The buses shall be treated in accordance with applicable federal and state laws. The judgment of management and employees as to the adjustment necessary to be within the range of safety shall be respected by the operators to the end that vehicles that can be operated with safety will not be turned in as unsafe for matters of discomfort, annoyance, or inconvenience, or on account of the normal differences in buses of various ages with various equipment.

Article 28 - Employee Classifications/Fringe Benefits

~~Employee benefits will be determined on a prorated basis, based on total hours for the previous calendar year (January 1—December 31). This proration shall be recalculated annually. Employees who reach 1820 hours or more within the calendar year will receive 100% benefits. New employees, or employees whose annual percentage calculation is at or below 50% shall accrue benefits at 50%. All benefits, with the exception of the \$200 stipend in lieu of health insurance coverage, shall be determined on a pro-rated basis.~~

Article 29 ARTICLE 34 - MISCELLANEOUS

- A. It shall not be a practice of Transit Department Management to drive bus except for the following reasons: 1. Emergency; 2 To do route checks, maintenance checks, etc. 3. When it becomes apparent that service would otherwise be disrupted.
- B. Current employees are allowed to utilize the services of the City Transit System at no cost.
- C. Training: All Bus Operators shall be provided the opportunity to drive a newly developed route prior to being assigned to drive the route. Employee input regarding training issues is welcome; however, the Employer will make the final determination of what training is provided.

ARTICLE 35 - BENEFIT CHANGES

This article shall be removed from subsequent versions of this contract covering time periods beginning in January 2027.

- A. Time off benefits: The new time off schedule put forward in this agreement will begin on 1/1/2025. 2024 Time off benefits will be based on the 2021-2023 agreement (Includes sick, vacation, holidays, Floating holidays, and bonus days).
- B. Differential: Changes in differential pay including Late Night Shift, Saturday, bus washing duties, call-in pay and shift premium take effect the month following the ratification of this agreement.
- C. Longevity: The removal of longevity takes effect the month following the ratification of this agreement.
- D. Health Insurance: Premium proration changes take effect the month following the ratification of this agreement.
- E. In 2025 and 2026 only, employees can carry over an extra 80 hours of vacation time with department approval on their anniversary date.

Article 30 ARTICLE 36 - DURATION

- A. Term: This Agreement shall become effective January 1, 2024, and shall remain in full force and effect through December 31, 2026, and shall renew itself for additional one- year periods thereafter, unless either party, pursuant to this section, has notified the other party in writing that it desires to alter or amend this Agreement at the end of the contract period.
- B. Bargaining: Negotiations will then commence at a mutually agreeable date.
Dated this ____ day of _____, 2024.

City of Stevens Point:

Stevens Point City Employees AFSCME, AFL CIO:

Michael J. Wiza, Mayor

Patrick Draper, President

Kari Yenter, City Clerk

Mark DeLorme, Staff Representative

SIDE AGREEMENT

~~It is agreed by and between the City of Stevens Point and Stevens Point Transit Employee Union Local 309 that the following shall constitute the agreement between the parties for procedures for bus operator to allow for trading of work shifts for the term of the current Labor Agreement between the parties:~~

1. General conditions for Trading of Work Shifts:

- a. Management has the right to deny any request for trading of hours.
- b. Operators will be allowed a maximum of four (4) trades per month.
- c. Trade hours are not calculated as hours worked and the schedule will not reflect them.
- d. The operator assigned to the bid route is responsible if their shift is not covered.
- e. Trades will not be approved if either person requests a day in which scheduled time off was available.

2. Criteria for Consideration of Trade:

- a. Request form must be filled out and approved prior to the trade.
- b. Same day trade (initial trade and payback occur on the same date) — Each person will be charged one (1) trade.
- c. Same month trade (initial trade and payback occur two different days within the same month) — Each person will be charged two (2) trades for the month.
- d. Different month trade (initial trade and payback trade occur in two (2) different months) — Each person involved will be charged one (1) trade for each month.

3. This Side Agreement shall remain in existence for the term of the current Labor Agreement between the City and Local 309. This Side Letter shall expire on December 31, 2023, unless extended by mutual agreement of the parties.

Appendix "A"

CENTRAL TRANSPORTATION

	(2.25 %)	(2%)	(1.75%)
CDL Bus Operator	1/1/2021	1/1/2022	1/1/2023
Start Rate	\$20.19	\$20.59	\$20.95
(85% of published rate)			
Upon completion of initial nine (9) calendar months of employment	\$21.38	\$21.81	\$22.19
(90% of published rate)			
Upon completion of eighteen (18) calendar months of employment	\$22.57	\$23.02	\$23.42
(95% of published rate)			
Upon completion of twenty-four (24) calendar months of employment	\$23.75	\$24.23	\$24.65
Non-CDL Bus Operator	1/1/2021	1/1/2022	1/1/2023
Start Rate			
(90% of published rate)	\$15.09	\$15.39	\$15.66
After nine (9) months or 1,044 hours Of service, whichever comes first	\$16.76	\$17.10	\$17.40
Mechanic	1/1/2021	1/1/2022	1/1/2023
Start Rate			
(90% of published rate)	\$23.56	\$24.03	\$24.45
After nine (9) months or 1,044 hours of service, whichever comes first	\$26.18	\$26.70	\$27.17

APPENDIX A
CENTRAL TRANSPORTATION

	(9) % <u>1/1/2024</u>	(3%) <u>1/1/2025</u>	(3%) <u>1/1/2026</u>
CDL Bus Operator	\$26.87	\$27.67	\$28.50
CDL Bus Operator 5 Years	\$26.97	\$27.78	\$28.61
CDL Bus Operator 10 Years	\$27.12	\$27.93	\$28.77
CDL Bus Operator 20 Years	\$27.22	\$28.04	\$28.88
Non-CDL Bus Operator	\$18.97	\$19.53	\$20.12
Non-CDL Bus Operator 5 Years	\$19.07	\$19.64	\$20.23
Non-CDL Bus Operator 10 Years	\$19.22	\$19.79	\$20.39
Non-CDL Bus Operator 20 Years	\$19.32	\$19.90	\$20.49
Mechanic	\$29.62	\$30.50	\$31.42
Mechanic 5 Years	\$29.72	\$30.61	\$31.52
Mechanic 10 Years	\$29.87	\$30.76	\$31.68
Mechanic 20 Years	\$29.97	\$30.86	\$31.79