

PERSONNEL COMMITTEE

April 12, 2021 - 6:00 PM

Zoom Teleconferencing

Meeting ID: 836 5902 7152| Passcode: 204173

By Computer: <https://us02web.zoom.us/j/83659027152>

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

AGENDA

Discussion and Possible Action on:

1. Roll Call.
2. Update on Reclassification Request for Community Development - Plumbing Inspector (information only; non-action item).
3. 2021 - 2023 tentative agreement with Central Transportation Employees Local 309, AFSCME AFL-CIO.
4. 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.

SPECIAL NOTICE

Please take notice that a quorum of the Common Council, City Boards/Commissions may attend this meeting.

**COMBINED PROPOSALS/TENATIVE AGREEMENT
BETWEEN
CITY OF STEVENS POINT
AND
STEVENS POINT TRANSIT EMPLOYEES UNION**

Article 6 - Grievance Procedure

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 ~~one five (5)~~ **ten (10)** work days 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.

Article 9 - Hours of Work and Route Bidding

A. Normal Work Hours: The 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.

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.
2. For Non Bid Route Operators: ~~Forty (40) hours per week, all hours occurring Monday thru Saturday.~~
3. Part Time CDL Operators: ~~Assignment of driving to part time operators shall be awarded to the part time operator with the highest seniority, so as to allow him/her at least a thirty six (36) hour week, if desired, prior to assigning the next senior part time operator. Assignment of the second highest senior operator will~~

~~be made to allow him/her access to a thirty-six (36) hour week. The above will continue through the substitute seniority list. Administration of this article will not subject the City to overtime liability.~~

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 without subjecting the City to overtime liability. This process shall continue through the seniority list of employees.

If the employer changes the schedule after noon (12:00 p.m.) on Thursday, the employer must notify the employee(s) affected.

Mechanics: The normal work schedule for the full-time mechanic shall be Monday through Friday 7:30 a.m. to ~~3:30~~ 4:00 p.m. and 9:30 a.m. to ~~5:30~~ 6:00 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.

- 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.”
- D. Differential: ~~Afternoon operators shall be compensated for bus washing duties with a differential of twenty cents (\$.20) per hour for time spent performing that work. Employees working the Late Night Shift, (10:00 p.m. — 4:15 a.m.) shall be compensated by an additional fifty cents (\$.50) per hour.~~

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.

- E. Special Events: Operators shall receive a minimum of three (3) hours of paid work for special event transportation unless the special event work immediately precedes or follows the Operator’s normal scheduled work.
- F. Rest Breaks – CDL and Non-CDL Operators: A thirty (30) minute paid break shall be provided to all Operators provided their hours worked meet or exceed seven (7) consecutive hours in a work day. 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 ~~unpaid~~ **paid** break shall be provided to all mechanics ~~provided~~ **so long as** their hours worked meet or exceed seven (7) consecutive hours in a work day.

- 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 ~~in December 1 and June 1. with employees on the top half of the seniority list choosing between December 1 and December 15/June 1 and June 15, and those on the bottom half of the seniority list choosing from December 15 to December 24/June 15 to June 24.~~ Bids will be reassigned on January 1 and July 1 following bidding.
 2. ~~Where~~ When there is an extended illness or a leave of absence (~~both defined as~~ 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 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) work days of completion of the bid process. An employee on leave under 2 above 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** Operators ~~less senior to the Operator previously assigned to the open bid.~~ **All** Operators by seniority, will have an opportunity to re-bid. (Each Operator will have a choice to either remain in his/her **their** current bid route or choose the open bid.)
- J. Substitute or Extra Hours (~~more than one (1) hours notice~~): Substitute or extra driving hours shall be distributed as follows:

CDL Operators

1. ~~The most senior part-time Operator with less than thirty six (36) hours of work that week, shall be offered the hours, so as to allow him/her thirty six (36) hours per week prior to offering said hours to the next senior part-time Operator in this group. This process shall continue, if necessary through the seniority list of employees in this group.~~

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 Operators have not been found available for the substitute or extra driving hours, the hours shall then be offered to the next most senior part-time Operator, in the group of Operators scheduled to work between thirty six (36) and forty (40) hours per week, so as to allow him/her no more than forty (40) hours per week, prior to offering said hours to the next senior part-time Operator in this group. This process shall continue, if necessary throughout the seniority list of employees in this group.~~
23. ~~Only Operators whose work schedule allows them to assume the entire piece of substitute or extra hours will be offered the substitute or extra hours under 1 and 2 above. 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 by management, and offered by seniority first and Operator availability second.~~
34. ~~This process shall continue, if necessary through the seniority list. If Operators are not found available for the substitute or extra driving, said available hours shall be assigned to the Operators by reverse seniority.~~
45. An Operator will have twenty-four (24) hours following the weekly Thursday posting of the driving schedule to turn down substitute and extra hours ~~under 1 and 2 above. The parties agree that~~ The weekly schedule will not be considered final until twenty-four (24) hours following the schedule posting on Thursday.
12:00 pm on Friday.
56. 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. ~~Assignment of available hours shall be offered first to the most senior part-time Operator with less than 36 hours whose work schedule allows him/her to assume the entire piece of substitute or extra hours without exceeding 40 hours per week.~~
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.

2. **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 11 - Holidays

- A. 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.**

- D. 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. ~~Scheduling of employees for work on holidays shall be done strictly based upon seniority, bid routes shall be respected.~~

~~When an employee is called to work on any of the above holidays, except the floating holidays, the employee shall receive two (2) hours straight time pay as call pay, in addition to the above provided compensation. 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. Holidays shall be considered as time worked in computing overtime.~~

- E. Employees shall be allowed to combine vacation with floating holidays ~~for vacation scheduling~~ **when scheduling time off.**

Article 12 - Sick Leave and Injury Allowance

- D. Bonus Days

If an employee does not utilize sick leave during ~~the first 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 ~~personal~~ **bonus** day. ~~If an employee then does not utilize sick leave during the second six (6) months of the calendar year (July 1 through December 31), the employee will be credited with an additional two~~

~~(2) days of sick leave or at the employee's option, two (2) personal days.~~ 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) **personal 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 ~~(e.g. if the sick day is used in the first six (6) months of the year or if the sick day is used in the second six (6) months of the year).~~ 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.

Personal Bonus days shall be scheduled off **in full day increments**. ~~in the same manner as a personal floater.~~ **and must be used within one (1) year of issuance.**

Article 14 - Vacations

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

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).

- E. ~~Vacation pay will be based on actual average shift time worked; i.e., for a bid route, if 32 1/2 hours/week, you would receive 32 1/2 hours of vacation.~~
Employees with a campus bid route shall be able to use paid vacation only, during non-scheduled 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.
- F. Vacation Carryover: Employees eligible for two (2) or more weeks of vacation may carry over up to one (1) week, **based on their current bid route.** ~~into the employee's following vacation year with prior approval by the department head or Mayor's Office.~~
- I. Number of Operators Allowed Off

CDL Operators: ~~With the exception of Saturday Operators, the number of CDL Operators allowed off at any given time~~ **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.

Saturday CDL Operators: One (1) Operator is allowed off at a time.

Non-CDL Operators: One (1) Operator is allowed off at a time.

J. Lock Out Days

~~Fill in Operators shall be considered unavailable to fill in for a Saturday shift when the Operator has approved time off the Friday before the Saturday. There is a limit of two (2) lock out days per calendar year, per employee.~~

Fill in operators who take time off the Friday before the Saturday or the Monday after the Saturday can lockout a Saturday shift. If approved, the operator will be considered unavailable to fill in for that Saturday.

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 17 – Insurance

- B. Health Insurance: 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.**

~~The City agrees to pay for extraction and initial replacement of natural teeth not covered by the Plan (does not include implants).~~

- C: **Employee would be responsible for 100% of the premium for dental and vision insurance plans.**

Eligible employees (those averaging 20 hours per week) are able to participate in the Dental and Vision Insurance offered by the City. The City retains the right to select the provider as well as make any necessary changes to plan design.

Article 22 – Wages 2.25% for 2021, 2.00% for 2022, 1.75% for 2023

Article 23 – Materials and Uniforms

E. Clothing & Leather Wear

~~Operators: The Employer~~ **Bus Operators shall receive an annual allowance of reimburse up to one hundred twenty-five (\$125.00) one hundred and thirty dollars (\$130.00) 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 turtle neck, gloves, rubber boots for bus washing and ice cleats. These items shall be according to the specification of the Transit Management. ~~In order to be reimbursed, the employee must submit an original receipt.~~

~~Mechanics: The Employer shall reimburse up to two hundred dollars (\$200.00) per year~~ **shall receive an annual allowance of two hundred and five dollars (\$205.00) by the end of January each** year for the purchase of steel toed work shoes or prescription safety glasses.

Article 28 - Employee Classifications/Fringe Benefits

- A. ~~Full time:~~ Operators regularly scheduled to work seventy (70) or more hours in a pay period.
- B. ~~Part time:~~ All **Employee** benefits will be determined on a prorated basis, based on total hours ~~the average hours per week per employee~~ 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.