

AGREEMENT  
BETWEEN  
THE CITY OF STEVENS POINT  
AND  
STEVENS POINT CITY CENTRAL TRANSPORTATION EMPLOYEES  
LOCAL 309, AFSCME, AFL-CIO  
JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

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## **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 Central Transportation 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:

1. To direct all operations of the City;
2. To establish reasonable work rules and schedules of work;
3. To hire, promote, transfer, schedule and assign employees;
4. To suspend, demote, discharge and take other disciplinary action against employees for just cause;
5. To layoff employees because of lack of work or any other legitimate reasons;
6. To maintain efficiency of City government operations;
7. To comply with state and federal law;
8. To introduce new or improved methods or facilities;
9. To change existing methods or facilities;
10. 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;
11. 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;
12. To determine the methods and means by which City operations are to be conducted;
13. 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:
1. Interfere with, restrain or coerce the employees in the exercise of their rights;
  2. 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;
  3. Discriminate against any employee or employees in regard to hire, tenure, or other terms or conditions of employment because of Union activities;
  4. 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;
  5. 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 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:
1. 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;

2. 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;
  3. An employee states that the employee is quitting and actually leaves the job;
  4. An employee is not employed for two (2) years after having been laid off;
  5. An employee is discharged for just cause;
  6. An employee, on a leave of absence for personal or health reasons, accepts other employment without permission from the Employer;
  7. An employee retires.
- C. Seniority List: The Employer shall keep posted 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.

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.

Employees who attain such alternate employment shall be required to pass a probationary period as required of newly hired employees.

- 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 in 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 Transit Manager 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) 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 Transit Manager 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 Transit Manager was not involved in the situation giving rise to the grievance, the employee may bypass Step 1 and commence the grievance at Step 2.

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.

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.

E. Step 4 Arbitration:

1. Time Limit: 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.
2. 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.

3. Arbitration Hearing: 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.
  4. Costs: The cost of the arbitrator shall be shared equally.
  5. Transcript: 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.
  6. Decision of the Arbitrator: 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.
  7. Single Arbitrator: The parties may agree to a single arbitrator who shall be a member of the Wisconsin Employment Relations Commission staff.
- F. 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 - 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.

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 4:00 p.m. and 9:30 a.m. – 6:00 p.m. The normal work schedule for the part-time mechanic shall be Monday through Friday 5:30 a.m. – ~~9:00~~ 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.
- 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 break shall be provided to all mechanics provided 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:
1. **Semi-annually.** All bid work will be reposted semi-annually. Bidding will be done in December and June 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 there is an extended illness or 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 Operators less senior to the Operator previously assigned to the open bid. Operators by seniority, will have an opportunity to re-bid. (Each Operator will have a choice to either remain in his/her current bid route or choose the open bid.)
- I. Emergency bookings (less than one (1) hour's 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 (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.

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.
3. 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.
4. 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.
5. 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.
6. 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.

If there are no part-time Operators available, a substitute Operator shall be offered the work.

## Article 10 - Overtime

A. Bus Operators:

All bus operators shall be paid at time and one half (1½) 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. 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).

C. Mechanics:

All mechanic employees shall be paid time and one-half (1 ½) the regular pay for all hours worked over eight (8) hours per day or forty (40) hours per week. Funeral leave, vacation and holiday time shall be considered time worked for computing overtime.

D. Call in Pay – Mechanics:

1. When a full-time or part-time mechanic is called to work outside of the normal work schedule, and physically reports to work, the employee shall receive no less than two (2) hours pay at the rate of time and one-half (1 ½) for each call.
2. The provision shall not apply if notice is given prior to the end of the employee's regular shift.
3. The mechanics shall be called in according to the call list.

## Article 11 - Holidays

A. Holidays: CDL Operators, Mechanics including probationary employees, shall receive the following holidays with pay:

New Year's Day  
Memorial Day  
Fourth of July

Labor Day  
Thanksgiving Day  
Christmas Day

Holiday pay for a full-time or part-time 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.

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:

Good Friday	Day Following Thanksgiving
Christmas Eve Day	1 Personal Floater

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.

B. Requirements: The employee must be in attendance on the work day immediately preceding and immediately following the holiday to be eligible for the holiday pay, except when:

1. On scheduled vacation;
2. On sick leave;
3. On authorized leave approved by the Transit Manager;
4. On funeral leave.

C. 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.

- 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.

The City and the employees agree that all work on holidays shall be kept to a minimum.

### **Article 12 - Sick Leave and Injury Allowance**

- 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 the first six (6) months of the calendar year (January - June) the employee will be credited with an additional day of sick leave or, at the employee's option, a personal day. If an employee then does not utilize sick leave during the second six (6) months of the calendar year (July - December), 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 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. July through December if the sick day is used in the first six (6) months of the year or January through June 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 days shall be scheduled off in the same manner as a personal floater.

### **Article 13 – 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, for accrued sick leave conversion (130 maximum) at the time of retirement. The City agrees to pay the administration fee. In addition, employees will be required to “convert” unused vacation time (upon retirement) into their individual PEHP account.

### **Article 14 - Vacations**

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 part-time employees will be determined on prorated basis.

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.

- B. Vacation Dates: Employees will be allowed to use ten (10) days (two weeks) of their allotted vacation in periods of less than one (1) full week. Operators assigned to Saturday work may use a maximum of three (3) of the allotted ten (10) vacation days on Saturday. 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.
- C. 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.
- D. Seniority: The employee holding highest seniority in service shall select vacation time first and so on according to seniority. Vacation requests shall be made by March 1 and approved by the Transit Manager.

- 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.
- F. Vacation Carryover: Employees eligible for two (2) or more weeks vacation may carry over up to one (1) week into the employee's following vacation year with prior approval by the department head or Mayor's Office.
- G. 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 (1/12) 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 two (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.
- 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 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.  
  
Any Operator, CDL or Non- CDL, not available to fill a shift for any reason, is considered an "Operator off".
- 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.

### **Article 15 - Funeral Leave/Death in Family**

- 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 - Other Leaves**

- 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, step parent, step child, 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 - Insurance**

- A. 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.
- B. Health Insurance: The City agrees to pay the ninety percent (90%) of the cost of the single plan and family plan for those employees who choose coverage.

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

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

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.

- C. Flexible Spending Account: The City shall offer a pre-tax flexible spending account.
- D. 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.
- E. 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 "B" above.

- F. 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) work days. After the forty-five (45) work days 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 (45<sup>th</sup>) 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 - 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) months, whichever comes first. Such deduction shall be made only if the City has received the individual authorization under Part A.
- D. List: Once each year 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. Union Responsibility:

1. 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.
2. 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.

F. 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:

After 5 years	\$15.00 per month
After 10 years	\$25.00 per month
After 15 years	\$35.00 per month
After 20 years	\$45.00 per month
After 25 years	\$55.00 per month

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 - 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 - 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 - Wages**

Effective January 1, 2018 to and including December 31, 2020 the employees shall be paid the wages set forth in Appendix A to this Agreement.

### **Article 23 - 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.
- D. Safety Equipment: The City may require safety equipment; if so, the City will provide same.
- E. Clothing & Leather Wear:  
Operators: The Employer shall reimburse up to one-hundred twenty-five dollars (\$125.00) per year for the purchase of T-shirts, black leather shoes with heels no more than two (2) inches high, black leather belts, socks, turtleneck, and gloves, rubber boots for bus washing and ice cleats. These items shall be according to the specification of the Transit Manager. 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 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 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.

#### **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 - 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 - 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 - 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**

- A. **Full time:** Operators regularly scheduled to work seventy (70) or more hours in a pay period.
- B. **Part time:** All benefits will be determined on a prorated basis, based on the average hours per week per employee for the previous calendar year (January – December). This proration shall be recalculated annually. New employees, or employees whose annual percentage calculation is at or below 50% shall accrue benefits at 50%.

### **Article 29 - 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 30 - Duration**

- A. **Term:** This Agreement shall become effective January 1, 2018, and shall remain in full force and effect through December 31, 2020, 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 21st day of August, 2018.

CITY OF STEVENS POINT:  
AFSCME, AFL CIO:

STEVENS POINT CITY EMPLOYEES

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Michael J. Wiza, Mayor

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Ken Rozek, President

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John V. Moe, City Clerk

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Mark DeLorme, Staff Representative

Side Agreement / Trades

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, 2020, unless extended by mutual agreement of the parties.

Dated this 21st day of August, 2018.

City of Stevens Point:

AFSCME Local 309:

\_\_\_\_\_  
Michael J. Wiza, Mayor

\_\_\_\_\_  
Ken Rozek, President

\_\_\_\_\_  
John V. Moe, City Clerk

\_\_\_\_\_  
DeLorme, Staff Representative

Appendix "A"  
STEVENS POINT TRANSIT

	(2%) <u>1/1/2018</u>	(2%) <u>1/1/2019</u>	(2%) <u>1/1/2020</u>
<b><u>CDL Bus Operator</u></b>			
Start Rate			
(85% of published rate)	\$18.98	\$19.36	\$19.75
Upon completion of initial nine (9) calendar months of employment			
(90% of published rate)	\$20.09	\$20.50	\$20.91
Upon completion of eighteen (18) calendar months of employment			
(95% of published rate)	\$21.21	\$21.64	\$22.07
Upon completion of twenty-four (24) calendar months of employment	\$22.32	\$22.77	\$23.23
<b><u>Non-CDL Bus Operator</u></b>	<b><u>1/1/2018</u></b>	<b><u>1/1/2019</u></b>	<b><u>1/1/2020</u></b>
Start Rate			
(85% of published rate)	\$13.38	\$13.66	\$13.94
Upon Completion of initial nine (9) Calendar months of employment			
(90% of published rate)	\$14.17	\$14.46	\$14.76
Upon completion of eighteen (18) Calendar months of employment			
(95% of published rate)	\$14.96	\$15.26	\$15.57
Upon completion of twenty-four (24) Calendar months of employment	\$15.74	\$16.06	\$16.39
<b><u>Mechanic</u></b>	<b><u>1/1/2018</u></b>	<b><u>1/1/2019</u></b>	<b><u>1/1/2020</u></b>
Start Rate			
(90% of published rate)	\$22.14	\$22.59	\$23.04
After nine (9) months or 1,044 hours of service, whichever comes first	\$24.59	\$25.09	\$25.60