

2017 AGREEMENT  
Between  
THE CITY OF APPLETON  
and  
TEAMSTERS LOCAL UNION #662  
covering  
VALLEY TRANSIT EMPLOYEES

PART A  
GENERAL PROVISIONS

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1 CITY OF APPLETON – VALLEY TRANSIT  
2 and  
3 TEAMSTERS LOCAL UNION NO. 662  
4

5 This Agreement made and entered into by and between the City of Appleton, with the Director of Human Resources  
6 acting as its agent, hereinafter referred to as the “Employer,” and Teamsters Local Union No. 662, hereinafter referred  
7 to as the “Union”, for the purpose of establishing sound labor relations and to establish minimum wages, hours and  
8 working conditions for the employees covered hereby.  
9

10 PART A  
11 GENERAL PROVISIONS  
12

13 ARTICLE 1  
14 TERM OF AGREEMENT  
15

16 This Agreement shall be in full force and effect from January 1, 2017 to and including December 31, 2017 and shall  
17 continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by  
18 either party upon the other at least one hundred twenty (120) days prior to the date of expiration.  
19

20 ARTICLE 2  
21 SEPARABILITY AND SAVINGS  
22

- 23 A. If any Article or Section of this contract should be held invalid by operation of law or by any tribunal of  
24 competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by  
25 such tribunal pending a final determination as to its validity, the remainder of this contract or the application of  
26 such Article or Section to persons or circumstances other than those as to which it has been held invalid or as  
27 to which compliance with or enforcement of has been restrained shall not be affected thereby.  
28
- 29 B. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been  
30 restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining  
31 negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory  
32 replacement for such Article or Section during the period of invalidity or restraint.  
33

34 ARTICLE 3  
35 UNION RECOGNITION  
36

- 37 A. The Employer shall recognize Teamsters Local Union No. 662 as the authorized representative and exclusive  
38 bargaining agent for all employees employed as drivers, maintenance, and clerical employees of the City of  
39 Appleton transit system, excluding supervisory, confidential, managerial, craft and professional employees.  
40
- 41 B. Membership in the Union is not compulsory. An employee may join the Union and maintain membership  
42 therein consistent with its constitution and by-laws. No employee will be denied membership because of  
43 race, color, religion, age, disability, marital status, family status, national origin, sexual orientation, creed or  
44 sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the  
45 application of this Article whenever the Commission finds that the Union has denied an employee  
46 membership because of race, color, religion, age, disability, marital status, family status, national origin,  
47 sexual orientation, creed or sex.  
48
- 49 C. The Union will represent all of the employees in the bargaining unit, members and non-members, fairly and  
50 equally and therefore all members shall pay their proportionate share of the costs of the collective bargaining  
51 process and contract administration by paying an amount to the Union equivalent to the uniform dues  
52 required of the members of the Union.  
53
- 54 D. The Union acknowledges that staffing levels are not a mandatory subject of bargaining.

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ARTICLE 4  
UNION SECURITY

**4.1 Fair Share Deduction**

The Employer agrees to deduct from the pay of all employees covered by this Agreement, the amount certified by the Union as the amount of dues uniformly required of its members; and agrees to remit monthly to the Union, all such deductions.

**4.2 Union Business**

- A. The Shop Committee shall be one Steward and two Committee persons.
- B. Authorized representatives as defined above shall suffer no loss of wages for working hours spent on matters of negotiations or grievances relating to this bargaining unit.
- C. A Steward shall be permitted to attend hearings or meetings involving other City of Appleton units represented by the Union provided that such attendance shall be at no cost to the City and that the Steward gives at least forty-eight (48) hours notice to his supervisor, and further provided that such attendance does not impair the operating efficiency of the respective employee's Division.
- D. The Union agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent a Steward from the proper conduct of any grievance in accordance with the procedure outlined in this Agreement, nor to prevent certain routine business such as the posting of Union notices and bulletins.
- E. Business agents or representatives of the Union having business with members of the Union may confer with such members during the course of the work day for a reasonable time, provided that they first notify the Department Head or his designee of their presence.
- F. The Employer agrees to provide copies of changes in administrative or operating procedures and work rules to the Shop Committee and, if requested, to discuss these changes prior to their implementation. This provision shall not be considered to be a waiver of the right of the Union to bargain the impact of changes or to grieve the reasonableness of rules.

**4.3 Bulletin Board**

The Employer agrees to provide the Union with sufficient bulletin board space for its purposes.

**4.4 Picket Lines**

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a labor dispute, or refuses to go through and work behind any picket line.

ARTICLE 5  
SUBCONTRACTING

The Employer agrees to notify the Union prior to the subcontracting of any work presently performed by Union employees. The Employer will negotiate with the Union, upon request, on any matters relating to such subcontracting which are mandatory subjects of bargaining. Nothing herein shall be construed to limit either party's legal rights relating to subcontracting.

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2  
3 ARTICLE 6  
4 HIRING AND PROMOTION

5 **6.1 Non-Discrimination**

- 6  
7 A. The Employer and the Union agree not to discriminate against any individual with respect to hiring,  
8 compensation, terms or conditions of employment, nor will they limit, segregate or classify employees in any  
9 way to deprive any individual employee of employment opportunities pursuant to applicable Federal, State or  
10 local legislation.  
11  
12 B. It is agreed that the use of any pronoun in this Agreement which denotes either the masculine or feminine  
13 gender shall be considered to refer to employees of both sexes.  
14

15 **6.2 Bonds**

16  
17 The Employer shall not require any employee to give bond.  
18

19 **6.3 Probationary Period**

- 20  
21 A. There shall be a probationary period of six (6) months for all new employees hired for regular positions. This  
22 period may be extended by mutual agreement between the Employer and the Union.  
23  
24 B. Temporary employees who are hired on a regular basis prior to working 1000 hours in a twelve (12) month  
25 period shall be required to serve the full probationary period provided for in Paragraph "A" above, regardless  
26 of the number of hours they worked as a temporary employee.  
27

28 **6.4 Seniority**

- 29  
30 A. Unless otherwise modified elsewhere in this Agreement, seniority rights shall prevail. Seniority for all  
31 employees shall prevail on the following basis.  
32

- 33 1. Full-time Drivers.
- 34 2. Part-time Drivers.
- 35 3. Maintenance employees.
- 36 4. Office clerical employees.
- 37

38 Seniority lists of employees shall be posted in a conspicuous place. Any disagreement concerning an  
39 employee's seniority shall be subject to the grievance procedure.  
40

- 41 B. Seniority for regular employees shall be determined by the length of service of the employee and shall  
42 commence on the date of employment as a regular employee plus such additional time as is required or  
43 granted for vacations, leave of absence, illnesses or accidents. If an employee attains regular full-time status  
44 and is later involuntarily reduced to part-time, that employee shall be considered to have more seniority for all  
45 purposes than any other part-time employee. An employee who voluntarily reduces to part-time shall be  
46 placed on the part-time seniority list based on original date of hire, but not higher on that list than any  
47 employee who was involuntarily reduced to part-time. An employee's seniority is nullified in the following  
48 circumstances.  
49

- 50 1. The employee is laid off and not re-employed within two (2) years from the date of layoff.
- 51 2. The employee fails to return to duty when recalled from layoff as herein provided.
- 52 3. The employee leaves the Employer of the employee's own volition.
- 53 4. The employee is discharged for just cause and not subsequently reinstated.
- 54

- 1 C. Seniority lists of all employees covered by this Agreement shall be furnished by the Employer to the Union  
2 upon request.  
3
- 4 **6.5 Job Posting**  
5
- 6 A. Qualification Standards.  
7
- 8 1. Job postings shall include the qualification standards for the position, where such standards have been  
9 developed.  
10 2. The Employer will provide qualification standards to the Union before utilizing them in the posting  
11 procedure. The standards shall not be arbitrary and capricious. The Union reserves the right to grieve  
12 the reasonableness of the standards.  
13
- 14 B. For purposes of this Article, the "Divisions" shall be as follows.  
15
- 16 1. Full-time and part-time drivers.  
17 2. Maintenance employees.  
18 3. Office clerical employees.  
19
- 20 C. Posting Procedure.  
21
- 22 A new job or vacancy shall be filled as follows.  
23
- 24 1. Posted on the bulletin board for five (5) working days.  
25 2. The Steward will be furnished copies of the original and the completed postings.  
26 3. Employees desiring posted job shall sign such notice.  
27 4. The employee oldest in seniority within the Division who meets the qualification standards of the position  
28 shall be eligible for the trial period. If no standards are included in the posting, the employee oldest in  
29 seniority in the Division shall be eligible for the trial period.  
30
- 31 D. Trial Periods.  
32
- 33 1. Employees may request to return to their prior position during the first ten (10) working days of the trial  
34 period. A request to return shall be honored within two (2) weeks.  
35 2. A trial period in which to qualify for the job shall be given as follows.  
36 a. For vacancies in the Mechanic II and Communication Technician classifications the trial period shall  
37 be up to sixty (60) days. This initial sixty (60) day trial period may be extended to one hundred twenty  
38 (120) days upon written request by the Employer to the Union prior to the expiration of the initial  
39 period.  
40 b. For vacancies in all other classifications the trial period shall be up to thirty (30) days. This initial  
41 thirty (30) day trial period may be extended to sixty (60) days upon written request by the Employer to  
42 the Union prior to the expiration of the initial period.  
43 3. Employees serving a trial period shall not be eligible to sign a job posting for a different position during  
44 that trial period.  
45
- 46 E. Any new job or vacancy shall initially be posted only in the Division where the vacancy occurs. Any vacancy  
47 not filled from within a Division shall be posted department wide before a new employee is hired. Such  
48 posting may be made simultaneously with the posting provided for in Paragraph "C" above if the Employer  
49 determines it would be proper to do so to expedite the process. These postings shall be as provided in  
50 Paragraph "C" above.  
51
- 52 F. Temporary vacancies will be filled as follows.  
53



1. The Employer retains the right to determine which temporary vacancies will be filled on a case-by-case basis. The Employer will not, however, utilize the temporary vacancy provision to fill vacancies caused solely by employee vacations or to circumvent the procedures set forth in Paragraph "C" above.
2. Temporary vacancies shall be posted on the bulletin board for five (5) working days. If a full-time driver vacancy is to be filled during a bid period, the Employer will simultaneously post the full-time vacancy and anticipated vacancies for part-time drivers.
3. The procedure for filling full-time vacancies will be handled on a case-by-case basis. One (1) of the two (2) options listed below will be followed however, any permanent schedule changes involving the open bid will remain in effect for the balance of the bid period:
  - a. If the duration of the temporary vacancy is known, and sufficient time is available to justify doing so, employees will be asked in seniority order, from the vacancy down, if they wish to take the open bid. The employee who is promoted to fill the temporary vacancy will be assigned to fill the bid that remains.
  - b. If the particular case makes it impractical to perform the administrative reshuffle, the partner of the absent driver will be offered partner's rights, as defined below, for the entire duration of the vacancy. When a driver takes partner's rights in such a case it will be considered a permanent schedule change, thus allowing him to make other schedule changes as desired. The employee who is promoted to fill the temporary vacancy will be assigned the bid that remains.

Partner's Rights: Partners are drivers who operate the same run. If a partner is going to be scheduled off (vacation, holiday, sick leave, etc.) and it is known by 10:00 a.m. of the previous day (10:00 a.m. Friday for Saturday, Sunday, and Monday) the daily partner has first choice to the work schedule of the open run, however, weekly partners rights take precedence over daily partner's rights. When more than two people work a run, the most senior partner shall have first choice to the open work. The partner requesting daily partners rights must already be scheduled to work that day.

4. When part-time vacancies are filled, employees will be asked in order of seniority, from the vacancy down, if they wish to take the open bid. The newest person hired will be assigned to the bid that remains. This procedure will also be handled administratively, in lieu of formal re-bidding.
5. All affected employees will revert to their previous status and work assignment under the following circumstances:
  - a. When the employee whose absence created the temporary vacancy returns to work.
  - b. With the effective date of the next run bid period.
6. If the Employer decides to leave any vacancies unfilled, the above administrative bidding procedure will not be followed and the remaining work will become available for stand-by drivers or for other employees on an overtime basis.

G. Vacancies may be filled for a maximum of six (6) working days without posting and without regard to seniority.

H. The Employer agrees to post notices of job vacancies in other City bargaining units represented by the Union on departmental bulletin boards. Such postings shall be informational only and the Employer shall not be required to give preference to present employees in filling such vacancies.

## **6.6 Seniority Upon Promotion/Transfer**

A. Non-Represented Position.

An employee assigned or promoted, with his consent, to a position with the Employer for which there is no bargaining agent and who subsequently is reassigned or voluntarily returns to work within this bargaining unit, provided he returns within one (1) year, shall not lose seniority as the result of such transfer or promotion, but shall accumulate seniority during the period thereof. Such employee, upon returning to work within this unit, shall be permitted to exercise his seniority to apply for any posted vacancy within the unit at the time of his return. If no vacancy exists at that time, the employee shall return to work available until such time as his seniority permits him to receive another job through posting. Any resulting layoffs shall be in accordance with

1 Article 6.7. The Union shall be notified in writing of such transfers or promotions. If the employee so  
2 transferred or promoted does not return to work in the bargaining unit within one (1) year from date of such  
3 transfer or promotion, he shall forfeit all accrued seniority.  
4

5 B. Represented Positions.  
6

7 Employees who voluntarily transfer to a lower rated position shall be paid at the step of the new position  
8 based on the employee's length of time in the bargaining unit. This shall not apply to temporary positions.  
9

10 **6.7 Layoff Procedure**  
11

- 12 A. In laying off employees because of reduction in forces, the employees shortest in length of service in the  
13 bargaining unit shall be laid off first, provided those retained are capable of carrying on the Employer's usual  
14 operation.  
15
- 16 B. Full-time employees being laid off can bump a less senior employee in any position they are qualified to  
17 perform. All full-time employees shall be considered to have more seniority than part-time employees.  
18
- 19 C. If the employee who bumps under paragraph B. is unable to demonstrate his/her ability to do the job within  
20 (30) days, the employee will have the option to bump another less senior employee in a different classification  
21 and must demonstrate their ability to do the job within thirty (30) days. If unable to demonstrate their ability to  
22 do the job the employee will be laid off.  
23
- 24 D. Employees who bump shall have the option to return to their original position for a period of two (2) years  
25 from the date they exercised their option to bump.  
26
- 27 E. Employees who exercise their option to bump to a higher paid classification will be placed, on the salary  
28 schedule, at the next higher rate in the new classification. Employees who exercise their option to bump to a  
29 lower paid classification will be placed, on the salary schedule, at the same step as their rate before  
30 exercising their option to bump.  
31

32 **6.8 Recall Procedure**  
33

- 34 A. In re-employing those who have been laid off because of a reduction in forces, the employees on the seniority  
35 list having the greatest length of service in the bargaining unit shall be called back first, provided they are  
36 qualified to perform the available work.  
37
- 38 B. A laid off employee shall be given notice of recall by Certified Mail, return receipt requested, to the  
39 employee's last known address. The employee must respond to such notice within three (3) days after  
40 receipt thereof and must actually report to work in seven (7) days after receipt of such notice unless otherwise  
41 mutually agreed to. This notice requirement may be waived by the employee in writing, at the time of layoff,  
42 provided that copy of such waiver is sent to the Union.  
43
- 44 C. Employees on layoff shall have the further right to apply for any vacancy which may occur in any other  
45 Teamster-represented bargaining unit. Such applicants shall be subject to the same hiring criteria as applied  
46 to any other applicant. If a laid off employee is found to possess qualifications at least equal to those of the  
47 best qualified acceptable applicant who is not employed by the Employer, such employee shall be given  
48 preference based on length of service with the Employer. The determination of relative qualifications shall not  
49 be subject to the grievance procedure.  
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ARTICLE 7  
DISCIPLINE

7.1 **Warning Notices**

- A. The Employer shall not suspend or discharge an employee without just cause and shall give at least one warning notice of the complaint against such employee to the employee in writing, and a copy of same to the Union, except that no warning notice need be given in the following cases.
1. Dishonesty.
  2. Drunkenness, drinking, testing positive for or being in possession of alcoholic beverages while on duty and/or on Valley Transit property or when in uniform in a public place provided, however, that the purchase of sealed package goods while in uniform or having such beverages in a locked personal vehicle shall not be considered "possession" for purposes of this Paragraph. Discipline for drunkenness or results of a positive test shall be governed by the provisions of Article 10.2.
  3. Use of, testing positive for, or in possession of any controlled substance while on duty and/or on Valley Transit property or when in uniform in a public place, unless such substance has been legally prescribed. The provisions of Article 10.1 shall be utilized to determine if the results of a test are positive.
  4. Recklessness or endangering others while on duty.
  5. Miss-outs, as defined in Article 13.2.
  6. Failure to report an accident, if the driver is aware of the accident.
  7. Rape, sexual assault or attempted rape or sexual assault as specified in State Statutes Sec. 940.225.
- B. The warning notice as herein provided shall not remain in effect for more than one hundred and eighty (180) days from date of issuance, except that warning notices relating to accidents or attendance issues shall remain in effect for one (1) year and records of suspension shall remain in effect for eighteen (18) months.

7.2 **Suspension or Discharge**

Discharge or suspension of an employee must be by proper written notice, Certified Mail, return receipt requested, sent to the last known address of the employee, or by personal service on the employee, with a copy to the Union. Appeal from discharge must be taken within five (5) working days by written notice to the Director of Human Resources and a meeting held between the Employer and the Union within fifteen (15) working days after the appeal is filed. A decision must be reached within five (5) working days from the date of this meeting.

7.3 **Reinstatement**

The employee may be reinstated under other conditions agreed upon by the Employer and the Union or pursuant to the terms of an arbitration award. Failure to agree shall be cause for the matter to be submitted to arbitration as provided in Article 9 of this Agreement.

7.4 **Time Limits**

Employees shall be notified of disciplinary action within ten (10) calendar days of the incident or the Employer's knowledge of the incident, or in a matter relating to an accident, within ten (10) calendar days of the decision of the Accident Review Committee. Such discipline shall be administered starting not later than thirty (30) days from the date the employee is notified of the discipline.

ARTICLE 8  
GRIEVANCE PROCEDURES

**8.1 Time Limits**

Any grievance must be presented in writing within ten (10) working days of its occurrence or discovery or it shall not be subject to the grievance procedure. Working days are any week days excluding Saturdays, Sundays, and holidays.

**8.2 Grievance Hearing Steps**

A grievance shall be processed as follows.

- A. A grievance shall be reduced to writing and submitted in person to the employee's supervisor. The supervisor will have up to seven (7) working days, from the date that the grievance was first officially submitted, to schedule a Step 1 hearing and discuss with the employee and the Steward, if requested, the basis for the grievance. The supervisor shall then respond in writing within seven (7) working days to the status of the grievance. If the grievance is not resolved, the grievance shall be taken to Step 2 provided it is done within five (5) working days from the date that the employee officially receives the supervisor's written decision.
- B. The Steward shall then present the grievance to the General Manager and/or designee. The General Manager will have up to five (5) working days, from the date of the Steward's presentation, to schedule a Step 2 hearing. He will meet with the Steward and the employee, if requested, and then respond in writing within seven (7) working days of such meeting. A copy of this response shall be provided to the Steward and the Local Union Office. If this solution is not satisfactory, the process shall move to Step 3, provided it is done within five (5) working days from the date the written statement is received by the Union.
- C. The Local Union shall then present the grievance to the Director of Human Resources and/or designee. The Director of Human Resources will have up to seven (7) working days, from the date of the Local Union's presentation, to schedule a Step 3 hearing. He will meet with the Union and then respond in writing within seven (7) working days of such meeting. If the grievance is not satisfactorily resolved, either party may notify the other within five (5) working days from receipt of the written statement of their desire to arbitrate.

ARTICLE 9  
ARBITRATION

**9.1 Time Limits**

Any grievance relative to the interpretation or application of this Agreement, which cannot be adjusted by conciliation between the parties, may be referred by either party hereto, within five (5) working days to the Wisconsin Employment Relations Commission for the appointment of a panel of five (5) arbitrators from its staff.

**9.2 Authority of the Arbitrator**

- A. The arbitrator shall conduct hearings and receive testimony relating to the grievance and shall submit findings and decision. The decision of the arbitrator shall be final and binding on the employee, the Employer and the Union.
- B. It is understood that the arbitrator shall not have the authority to change, alter or modify any of the terms or provisions of this Agreement.

1 **9.3 Distribution of Costs**

- 2
- 3 A. The expense of the arbitrator, and the WERC filing fee, shall be divided equally between the parties to this
- 4 Agreement.
- 5
- 6 B. The grievant and up to one authorized representative as defined in Article 4.2 shall suffer no loss of pay for
- 7 working hours spent at the arbitration hearing.
- 8

9

10 **ARTICLE 10**

11 **ALCOHOL AND DRUG USE**

12 **10.1 Policy**

13

14 The parties agree to comply with all State and Federal laws and regulations relating to the use of alcohol and other

15 drugs. The City of Appleton Drug and Alcohol Free Workplace Policy shall be binding on both parties. The City

16 agrees to notify the Union of any proposed changes to said policy and to negotiate any mandatory subjects of

17 bargaining which may be contained in the changes, except that any changes required in order to meet the

18 requirements of any State or Federal law or regulation may be made by the Employer, with or without prior notice. In

19 cases where notice of the proposed change is not required, the City shall provide notice of the completed change to

20 the Union within thirty (30) days of the change.

21

22 **10.2 Discipline**

- 23
- 24 A. Refusal of an employee to participate in any legal testing procedure for alcohol or drug intoxication shall
- 25 constitute a presumption of intoxication and shall constitute the basis of discharge without the receipt of a
- 26 prior warning letter.
- 27
- 28 B. If test results demonstrate the presence of any breath alcohol concentration, the employee shall be subject to
- 29 discipline without receipt of a prior warning letter based on the following schedule.
- 30
- 31 1. Concentration equal to or above the State Legal Limit (as set forth in Wis. Stats. §340.01 (46m) (a)) of
- 32 alcohol in 210 liters of breath -- discharge.
- 33 2. Concentration equal to or above .04 grams but less than the State Legal Limit (as set forth in Wis. Stats.
- 34 §340.01 (46m) (a)) of alcohol in 210 liters of breath - - one week suspension without pay.
- 35 3. Any concentration equal to or above .02 grams but less than .04 grams of alcohol in 210 liters of breath -
- 36 - suspension without pay for the balance of the work day plus one day.
- 37
- 38 C. In addition to the above, any employee who has a breath alcohol concentration of less than the State Legal
- 39 Limit (as set forth in Wis. Stats. §340.01 (46m) (a)) in 210 liters of breath shall be required, as a condition of
- 40 continued employment, to submit to an assessment under the Employee Assistance Program and to comply
- 41 fully with any recommendations made under that program.
- 42
- 43 D. Any employee who has been suspended pursuant to the above and who subsequently has a positive breath
- 44 alcohol test shall be subject to immediate discharge. A breath alcohol level of less than .02 grams in 210
- 45 liters of breath shall be considered a negative test.
- 46
- 47 E. If test results are positive for controlled substances, the employee shall be subject to discharge without
- 48 receipt of a prior warning letter.
- 49
- 50
- 51
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1 **10.3 Leave of Absence – Prior to Testing**

- 2
- 3 A. An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment pursuant
- 4 to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the
- 5 commission of any act subject to disciplinary action.
- 6
- 7 B. The Employer shall give between thirty (30) and sixty (60) days prior written notice to an employee of the
- 8 Employer's intention to request a test for drug use during a DOT physical examination. The employee may,
- 9 within five (5) days of receipt of such written notice, make written request for a leave of absence.
- 10
- 11 C. Such leaves of absence shall be granted on a one (1) time basis and shall be for a maximum of sixty (60)
- 12 days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the
- 13 benefits provided by this Agreement or Supplements thereto except continued accrual of seniority, nor does
- 14 this provision amend or alter the disciplinary provisions.
- 15
- 16 D. Employees requesting to return to work from a leave of absence for drug or alcohol use shall be subject to the
- 17 Return-To-Duty/Follow-Up Testing provision outlined in the City of Appleton Drug and Alcohol Free
- 18 Workplace Policy before returning to work. Failure to take the tests or to meet the standards of the testing
- 19 procedure shall be cause for discharge without a prior warning letter.
- 20

21 **ARTICLE 11**

22 **ACCIDENTS**

23

24 **11.1 Accident Reports**

25

26 Accident reports must be made out the day of occurrence, if possible to do so.

27

28 **11.2 Accident Review Committee**

29

- 30 A. An Accident Review Committee shall be maintained that consists of two (2) drivers elected for staggered
- 31 twenty-four (24) month terms (effective January 1, of even and odd years), two (2) management personnel,
- 32 and a neutral individual with experience in motor vehicle safety. Committee members or their substitute will
- 33 be paid for meetings in accordance with Article 16.7A.
- 34

35 If a driver member of the Accident Review Committee has an accident to be reviewed, a substitute member

36 will be appointed for that meeting. The substitute will generally be a former Committee member.

37

38 If an employee who has an accident being reviewed is working during the time that the review meeting is

39 held, that employee, upon request, will be relieved from their shift while their accident is being reviewed and

40 will not suffer any loss of pay to attend said meeting.

41

- 42 B. The Accident Review Committee shall determine if accidents were preventable or non-preventable.
- 43
- 44 1. A preventable accident shall be defined as any occurrence involving a Valley Transit vehicle in which the
- 45 employee failed to do everything they could have done to prevent the occurrence through reasonable
- 46 defensive driving practices.
- 47 2. The National Safety Council publication "A Guide to Determine Accident Preventability" shall be used in
- 48 determining whether accidents were preventable or non-preventable.
- 49
- 50 C. The following types of occurrences will be considered incidents and will not be subject to review by the
- 51 Accident Review Committee.
- 52

- 1 1. Collision Incident – Any collision occurrence caused by an act of nature (wind, water, hail, ice, snow) or  
2 by an object coming into contact with the bus that is beyond the reasonable control of the employee to  
3 avoid.  
4 Examples: Tree limb falls on bus; caught in a hail storm; snowball thrown at bus; rock thrown up;  
5 ball rolls into street; bird flies into side of bus.  
6 2. Passenger Fall Incidents –  
7 a. Any fall that occurs when the bus is parked and stationary.  
8 b. Any fall that occurs completely outside the bus.  
9 c. If a passenger falls while the bus is making a routine stop.

10  
11 A supervisor will document all passenger falls on the Supervisor’s Incident Form. If the stop was not  
12 routine, the fall will continue to be handled through the Accident Review Committee.

13  
14 When an employee has accumulated three (3) passenger falls from routine stops in the preceding 365  
15 days, the fourth such fall will be submitted to the Accident Review Committee. If the fall is determined to  
16 have been a preventable accident, discipline will be based on that accident, not the prior incidents, and  
17 will follow normal progressive disciplinary procedures.

18  
19 All other types of occurrences will be treated as accidents.

- 20  
21 D. Minor accidents with fixed objects, (*i.e.*, mirror dings, bumper touches or scuffs, etc.), where serious public  
22 safety issues are not compromised, will not be reviewed by the Accident Review Committee. Instead they will  
23 be listed as a minor preventable accident resulting in discipline by means of a written oral warning. After  
24 three (3) accidents of this type within a three hundred sixty-five (365) day period, retraining will be conducted  
25 at the employee’s regular hourly rate of pay with no loss of pay or suspension incurred. These accidents will  
26 not be subject to discipline under Section 11.3 Discipline of this Article in the Labor Agreement. (Note:  
27 Normally, written oral warnings do not remain in effect for three hundred sixty-five (365) days; see Article 7.1-  
28 B. However, in this particular situation, on a non-precedent setting basis, all written oral warnings  
29 documenting minor accidents as presented above will remain in effect for three hundred sixty-five (365) days  
30 from the date of the occurrence of a minor accident. These written oral warnings will be used exclusively as a  
31 tool or means to track the number of minor accidents a particular employee has in a three hundred sixty-five  
32 (365) day period. In addition, this specific written oral warning will not be used in any way for the purpose of  
33 further progressive discipline in the future, they merely cease to exist after the expiration of the  
34 aforementioned time limitation.)

35  
36 If an employee has four (4) such minor accidents within a three hundred sixty-five (365) day period, the fourth  
37 minor accident and all subsequent minor accidents over four (4) in a three hundred sixty-five (365) day period  
38 will be subject to the normal actions of the Accident Review Committee’s guidelines for preventability and  
39 possible disciplinary action.

40  
41 The Union Steward will receive a legible copy of all written oral warnings pertaining to employees involved in  
42 minor accidents. The written oral warning will accurately detail the circumstances surrounding the chairman’s  
43 decision. It will disclose the date of the minor accident and the number of current minor accidents that are  
44 active, if any.

- 45  
46 E. The Accident Review Committee, if agreed upon unanimously, can determine if any accident/incident or minor  
47 accidents shall be reviewed at all.  
48  
49 F. The determination of preventable or non-preventable by the Accident Review Committee shall not be subject  
50 to the grievance procedure.

51  
52 **11.3 Discipline**

- 53  
54 A. Employees who are involved in a preventable accident may be subject to discipline.

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- B. The Employer shall have the option of retraining an employee in lieu of all or part of a suspension without pay for involvement in a preventable accident under the following conditions.
  - 1. A normal schedule of progressive discipline that would have reasonably led to a suspension must be followed before the retraining option may be invoked. The disciplinary exception noted in Article 7.1-A, 4 will still apply if appropriate.
  - 2. The retraining shall have the same weight and effect as the equivalent suspension would have had in any future progressive discipline.
  - 3. The hours spent in retraining will be considered equal to the same number of suspension hours.
  - 4. Unless different hours are mutually agreed upon, the retraining must be scheduled to coincide with the employee's normal shift for that day.
  - 5. An employee who is being retrained in lieu of suspension shall receive only one-half (1/2) his regular straight time hourly rate for all time spent in retraining.
- C. A stand-by driver who is disciplined as a result of a preventable accident shall be considered to have worked five (5) hours for each day of suspension administered.

ARTICLE 12  
SAFETY EQUIPMENT

**12.1 Furnishing of Equipment**

- A. The Employer shall furnish all required safety equipment or protective clothing, except as hereinafter modified. The safety equipment or protective clothing furnished by the Employer shall be used only in the course of an employee's work.
- B. Any employee who refuses or repeatedly fails to use the safety equipment furnished or required by the Employer shall be subject to disciplinary action.

**12.2 Maximum Employer Contribution**

- A. Any employee who is required by the Employer to wear safety glasses, shall, if the employee does not require corrective lenses, be provided with non-prescription safety glasses by the Employer. If such employee requires corrective lenses, the Employer shall contribute \$25.00 toward the glasses and if the employee requires bifocal lenses, the Employer shall contribute \$35.00 toward the glasses.
- B. Any employee who is required by the Employer to wear safety shoes shall be reimbursed by the Employer for fifty percent (50%) of the cost of such safety shoes but not to exceed fifty-five dollars (\$55) per employee in the first year of the program. Employer will reimburse such employees up to fifty-five dollars (\$55) per year to replace safety shoes which are damaged due to unusual wear and tear on the job.



ARTICLE 13  
LATES AND MISS-OUTS

**13.1 Lates**

A "late" is defined as anytime an employee fails to punch in by the scheduled start of his shift but reports for work within two (2) hours after the scheduled starting time. The manner in which the employee is required to report for work and the discipline levied for a late will vary depending on the length of shift or piece of work involved.

**A. Reporting for Work**

1. For a shift or piece of work that is three (3) hours or more in duration, the employee must punch in within two (2) hours of the scheduled start or he will be considered a miss-out.
2. For a shift or piece of work that is less than three (3) hours in duration, the employee must either punch in or telephone the office at 832-5555 within two (2) hours of the scheduled start or he will be considered a miss-out.

**B. Discipline.**

1. A shift or piece of work three (3) hours or more duration:
  - a. An employee who punches in no more than five (5) minutes after the scheduled start time will be charged with a "late" but will be permitted to work the entire shift or piece of work.
  - b. An employee who punches in at least six (6) minutes but less than two (2) hours after the scheduled start of the shift or piece of work will be charged with a "late", docked two (2) hours pay and will complete the remainder of the shift or piece of work.
2. A shift or piece of work less than three (3) hours in duration.
  - a. An employee who punches in no more than five (5) minutes after the scheduled start time will be charged with a "late" but will be permitted to work the entire shift or piece of work.
  - b. An employee who punches in or telephones at least six (6) minutes but less than two (2) hours after the scheduled start of shift or piece of work will be charged with a "late", will not work and will lose pay for the entire shift or piece of work.

A supervisor, at his discretion, may allow an employee who is late to go to work.

**13.2 Miss-outs**

**A. Definition.**

A "miss-out" is defined as follows.

1. Any time that an employee fails to punch in within two (2) hours of the scheduled start of the shift or piece of work of three (3) hours or more in duration.
2. Any time that an employee fails to either punch in or to telephone the office at 832-5555 within two (2) hours of the scheduled start of a shift or piece of work that is less than three (3) hours in duration.

**B. Discipline.**

1. If an employee misses-out, he shall not work the shift or piece of work that he missed-out on and will not receive any pay for it. He may fill in on his own or other runs in an emergency. If an employee misses-out on the first part of a work day that has two separate report times, the employee will be eligible to work starting with the second report time but will be subject to a second miss-out for that day. If there are not separate report times, the employee will not be eligible to work that day, except in an emergency, but will only be subject to one miss-out for that day.

- 1 2. In addition to not working his scheduled shift, an employee that misses-out may also be subject to  
 2 suspension without pay depending on the number of miss-outs that employee has experienced during the  
 3 previous twelve (12) months. Those suspensions will be imposed in accordance with the following  
 4 schedule and served at the direction of the General Manager:  
 5

NUMBER OF MISS-OUTS IN A 12 MONTH PERIOD	DAYS OF SUSPENSION
1	0
2	1
3	1
4	1

- 6  
 7  
 8  
 9  
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 11  
 12  
 13 3. If an employee accumulates five (5) miss-outs or any combination of seven (7) lates and/or miss-outs in a  
 14 twelve (12) month period, he will automatically be discharged.  
 15 4. A stand-by driver who is disciplined for miss-outs in accordance with Paragraph 2 above shall be  
 16 considered to have worked five (5) hours for each day of suspension administered.  
 17

18 C. Exceptions for Lates and Miss-outs

- 19  
 20 1. Exceptions to the above late and/or miss-out policies will be granted if it is determined that one of the  
 21 following applies.  
 22  
 23 a. The employee was late because (s)he was using Valley Transit buses to get to work. The employee  
 24 must have the driver of the bus that (s)he is on notify the office via the two-way radio that (s)he is on  
 25 board and headed to the garage. When the employee punches in, (s)he must complete and submit a  
 26 payroll adjustment form giving a short explanation as to why there was a late report time punched.  
 27 The employee will not be docked for any time lost and will be allowed to go to work.  
 28 b. The employee was late or missed out due to an unforeseeable occurrence, which is caused by nature  
 29 and not by human negligence. The employee must notify the office at 832-5555 within two (2) hours  
 30 after their scheduled report time. The employee was late or missed out because (s)he was involved  
 31 in an accident on the way to work. The employee must notify the office, (832-5555), within two (2)  
 32 hours after their scheduled report time. In addition, the employee must obtain a copy of the police  
 33 report as soon as possible and turn it into the office. If the employee is able to work, (s)he will be  
 34 allowed to punch in as soon as possible and finish their shift. When the office obtains a copy of the  
 35 police report, the late or miss-out will be removed. If the employee is unable to work, (s)he will have  
 36 the late or miss-out removed and be allowed to use vacation and/or holiday for all scheduled time lost  
 37 after a copy of the police report has been provided to the office.  
 38 c. The employee was late or missed out because (s)he rendered emergency care, in good faith, at the  
 39 scene of any accident on the way to work, *i.e.*, Wisconsin's Good Samaritan Law – 895.48. The  
 40 employee must notify the office, (832-5555), within two (2) hours after their scheduled report time. In  
 41 addition, the employee must obtain a copy of the police report as soon as possible and turn it into the  
 42 office. If the employee is able to work, (s)he will be allowed to punch in as soon as possible and  
 43 finish their shift. When the office obtains a copy of the police report, the late or miss-out will be  
 44 removed. If the employee is unable to work, (s)he will have the late or miss-out removed and be  
 45 allowed to use vacation and/or holiday for all scheduled time lost after a copy of the police report has  
 46 been provided to the office.  
 47  
 48 2. In such situations the employee must call Dispatch (832-5555) as soon as possible and indicate whether  
 49 or not and when he can get to work.  
 50 3. If the employee is able to get to work, he will be docked the time not worked or two (2) hours, whichever  
 51 is greater, and then be allowed to complete his shift.  
 52 4. The employee will not be charged with a late or a miss-out under the above exceptions and any hours not  
 53 worked will be recorded as "other non-chargeable" on his attendance record.  
 54

ARTICLE 14  
MISCELLANEOUS GENERAL PROVISIONS

**14.1 Physical Examinations**

The Employer shall pay the cost of any physical examination including Federal Medical Physical Exams, which it requires of any employee. The Employer shall not be responsible for the cost of any medical follow-up exams with personal physicians as a result of any employer required exam.

**14.2 Reimbursement of Telephone Calls**

All toll calls made by drivers to the offices of Valley Transit concerning emergency situations shall be reimbursed on a bi-weekly basis.

**14.3 Letters of Reference**

The Employer agrees to furnish upon request a letter of reference to the respective employee at the time of termination.

**14.4 Reimbursement of Job-related Schooling**

The Employer shall pay for any job-related schooling, which it requires of employees. Employees who successfully complete other job-related continuing education courses shall be reimbursed for one-half (1/2) the cost of tuition and books subject to available funds. The City's reimbursement for each class will be based on the UW System rates. Participant in such courses must be approved, in advance, by the Department Head and the Director of Human Resources. Successful completion shall mean a passing grade if the course or program is graded on a pass/fail basis or a grade of "C" or better if letter grades are issued.

**14.5 Inclement Weather**

During periods of inclement weather, the Mayor or his designee may deem it appropriate for safety reasons to direct non-essential personnel not to report for work or to send such employees home.

Employees who are sent home will be paid in accordance with the Labor Agreement. Employees who are directed not to report shall not be paid, unless they choose to use pre-earned compensatory, vacation or floating holiday time.

**14.6 Commercial Drivers License (CDL)**

Valley Transit agrees to pay the difference between the renewal cost of a regular driver's license and the renewal cost of the CDL for all employees required to hold a CDL.

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**PART B**  
**EMPLOYEE COMPENSATION AND BENEFITS**

ARTICLE 15  
HOURS OF WORK

**15.1 Work Day**

The work day is defined as a twenty-four (24) hour period beginning at 12:01 AM.

**15.2 Work Week**

The work week begins at 12:01 AM Sunday.

**15.3 Drivers**

The normal work week for full-time drivers will be forty (40) hours.

**15.4 Maintenance/Office Employees**

- A. The work week for full-time maintenance and office clerical personnel will be forty (40) hours based on five (5) days of eight (8) hours each scheduled from Monday to Saturday, unless otherwise mutually agreed upon.
- B. When mutually agreed upon by the Employer and the employee, full-time maintenance and office clerical employees may work a forty (40) hour week that consists of some schedule other than the five (5) eight (8) hour days. In such circumstances, the work days must still be scheduled from Monday to Saturday, but no restrictions shall apply to starting or ending times.

**15.5 Part-time Employees**

The work week for part-time employees will be scheduled according to the needs of the transit system.

**15.6 Hours of Work**

Changes to the schedule may be made by mutual agreement between the Department Head and a majority of the affected employees. The Union shall determine if a majority agrees to the change and will so notify the Employer.

ARTICLE 16  
COMPENSATION

**16.1 Pay Period**

All hourly paid employees shall be paid bi-weekly, every other Thursday. If a holiday falls on a day, Monday through Thursday, payday shall be on Friday. Each pay period ends at midnight the Saturday preceding payday. All employees shall be required to participate in direct deposit.

**16.2 Job Classifications and Hourly Rates**

- A. Job classifications and compensation are set forth in Exhibit "A", attached hereto, and made a part of this Agreement.

- 1 B. When employees work on a job calling for a lesser rate of pay than the job in which they were classified, they  
2 shall continue to receive their classified rate.  
3

4 **16.3 Longevity Pay Schedule**  
5

- 6 A. All regular full-time and part-time employees who have completed five (5) to ten (10) years of service will  
7 receive an additional six cents (\$.06) per hour added to their base rate.  
8  
9 B. All regular full-time and part-time employees who have completed ten (10) or more years of service will  
10 receive an additional ten cents (\$.10) per hour added to their base rate.  
11  
12 C. Longevity will be based upon the date the employee was hired.  
13  
14 D. Employees with that many years of service with the city in another classification(s) but fewer years in the  
15 classification to which this schedule applies, shall have the identical differential added to the applicable base  
16 pay step.  
17

18 **16.4 Minimum Guarantee**  
19

- 20 A. An employee who reports for work as scheduled and remains available for work shall receive two (2) hours  
21 pay or pay for actual hours worked, whichever is greater. The use of employees to perform work in their  
22 classification for the entire two (2) hour guarantee period will not be subject to challenge under the grievance  
23 procedure.  
24  
25 B. Employees called back for emergency work after leaving the premises shall receive two (2) hours pay at their  
26 regular rate or pay for actual hours worked, whichever is greater.  
27  
28 C. Employees who are requested to continue work after punching out but before leaving the premises shall  
29 receive two (2) hours pay at their regular rate or pay for actual hours worked, whichever is greater, provided  
30 that thirty (30) or more minutes have elapsed since punching out. If less than thirty (30) minutes have  
31 elapsed, such employees shall be considered to have worked through this period and shall be paid  
32 accordingly but shall not be eligible for the above two (2) hour minimum.  
33

34 **16.5 Overtime**  
35

- 36 A. One and one-half (1 ½) times the base pay shall be paid for all hours worked in excess of forty (40) hours per  
37 week for drivers, maintenance and office clerical employees.  
38  
39 B. Time off on paid leave, except sick leave, shall be considered as hours worked for overtime purposes.  
40  
41 C. Two (2) times the base pay shall be paid for all hours worked on Sunday.  
42  
43 D. Clerical employees shall have the option of taking payment for overtime worked in cash or in time off, subject  
44 to the following conditions.  
45  
46 1. The maximum allowable accumulation of compensatory time will be twenty-four (24) hours.  
47 2. Compensatory time must be used within sixty (60) days of accrual or it will be paid out at the rate in  
48 effect at the time of accrual.  
49 3. Compensatory time can be taken in periods of full days or less but the scheduling will be subject to  
50 the following restrictions.  
51 a. It must be scheduled by mutual agreement between the employee and the Employer.  
52 b. It can be used only during those periods of time when another clerical employee is regularly  
53 scheduled to work or when it is agreed to by all clerical employees that the overtime created  
54 by the shift vacancy can be worked by a part-time clerical employee.

- 1 4. If compensatory time is used in place of sick leave when that employee is sick, such usage shall be  
2 weighted as if it were sick leave when computing, following Valley Transit's Attendance Policy, an  
3 employee's overall attendance for the Attendance Incentive Pay program and the Annual Attendance  
4 Evaluation.  
5

6 **16.6 Attendance Incentive Pay**  
7

- 8 A. Full-time employees who have one (1) day and one (1) or fewer occurrences of chargeable absence in a  
9 calendar year according to Valley Transit's Attendance Policy shall receive a lump sum payment of one  
10 hundred twenty dollars (\$120). Full-time employees who have more than one (1) day but not more than  
11 twenty-four (24) hours and three (3) or fewer occurrences in a calendar year shall receive a lump sum  
12 payment of sixty dollars (\$60).  
13  
14 B. Part-time employees who have one day (1) and one (1) or fewer occurrences of chargeable absence in a  
15 calendar year according to Valley Transit's Attendance Policy shall receive a lump sum payment of seventy  
16 dollars (\$70). Part-time employees who have more than one (1) day but not more than fifteen (15) hours and  
17 three (3) or fewer occurrences in a calendar year shall receive a lump sum payment of thirty-five dollars (\$35).  
18  
19 C. Such payment shall be made on the second payday of the subsequent year.  
20  
21 D. Valley Transit agrees that it will make no unilateral changes in its Attendance Policy that would affect the  
22 qualifying criteria for receiving attendance incentive pay described above.  
23

24 **16.7 Payment for Attendance at Meetings**  
25

- 26 A. All employees who are required to attend mandatory meetings, shall be paid. Employer does not deem  
27 attendance at Accident Review Committee or grievance hearings as mandatory.  
28  
29 B. Shop Committee members who attend meetings relating to Valley Transit's Employee Manual or contract  
30 negotiations shall be paid for every other meeting. Shop Committee members will suffer no loss of wages for  
31 attendance at meetings held during working hours.  
32  
33 C. The Steward or his designee shall be paid for all meetings relating to disciplinary matters, grievances, or  
34 investigating public complaints of all represented employees when requested by the Employer.  
35  
36 D. The Employer shall attempt, where possible, to reasonably accommodate the employee's personal schedule  
37 when paid or unpaid meetings are held outside normal working hours.  
38

39 **ARTICLE 17**  
40 **ELIGIBILITY FOR BENEFITS**  
41

42 **17.1 Part-time Employees**  
43

44 Except as modified elsewhere in this Agreement, part-time employees as defined below shall not receive any fringe  
45 benefits of this Agreement. Part-time employees are defined as those employees who are regularly scheduled to  
46 work less than thirty (30) hours per week.  
47

48 **17.2 Temporary Full-time Employees**  
49

- 50 A. Part-time employees who fill temporary full-time vacancies shall receive the appropriate full-time wage rate  
51 upon filling the vacancy, but no other benefits accorded full-time employees unless they fill that vacancy for  
52 more than sixty (60) consecutive calendar days.  
53

- 1 B. In the event an employee fills a temporary vacancy for more than sixty (60) consecutive days, that employee  
 2 shall receive benefits as follows.  
 3
- 4 1. One (1) day of sick leave per month of service in the full-time position. The employee shall  
 5 accumulate sick leave during the sixty (60) day period but shall not be eligible to use sick leave until  
 6 after that period. If the employee has sick leave accumulated at the time he returns to the part-time  
 7 position, he shall be eligible to use sick leave in that position.
  - 8 2. Holiday pay for holidays that fall after the sixty (60) day period while the employee is still in the full-  
 9 time position and, in addition, a pro-rata portion of the six floating holidays, based on time worked in  
 10 the full-time position.
  - 11 3. Employer payment of group insurance premiums, if the employee elects to take such coverage.
  - 12 4. Hours worked in the full-time position will be utilized in determining the employee's vacation  
 13 entitlement for the following year.  
 14
- 15 C. An employee who successfully completes the sixty (60) day period will be considered as having satisfied the  
 16 probationary period for full-time employment in that classification in the future.  
 17
- 18 D. Employees who have once met the sixty (60) day temporary vacancy minimum in a given classification will be  
 19 eligible for the above described benefits from the first day on any subsequent occasions that they fill a  
 20 temporary full-time vacancy in that same classification.  
 21

22 ARTICLE 18  
 23 HOLIDAYS  
 24

25 **18.1 Legal Holidays**  
 26

27 All regular full-time employees shall accrue eight (8) hours pay at their regular straight time hourly rate for the  
 28 following holidays irrespective of the day of the week on which they fall: New Year's Day; Memorial Day;  
 29 Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. These holidays will be celebrated on the  
 30 following dates:

	<u>2017</u>
31 New Year's Day	January 1
32 Memorial Day	May 29
33 Independence Day	July 4
34 Labor Day	September 4
35 Thanksgiving Day	November 23
36 Christmas Day	December 25
37	
38	

39 Benefits under this article are effective on the 61<sup>st</sup> calendar day of employment.  
 40

41 **18.2 Holiday Pay**  
 42

- 43 A. Any employees required to work on any of the aforementioned paid holidays shall receive two (2) times their  
 44 base pay for all hours worked in addition to the holiday pay.  
 45
- 46 B. If a holiday as defined in Article 18.1 falls during an employee's vacation, the employee shall be given the  
 47 option of receiving an additional eight (8) hours pay in that pay period or of receiving an additional day off to  
 48 be scheduled subject to management approval. The additional pay is not to be considered as hours worked  
 49 for overtime purposes.  
 50
- 51 C. If a holiday as defined in Article 18.1 falls on an employee's regularly scheduled day off, the employee shall  
 52 receive an additional eight (8) hours pay in that pay period. The additional pay is not to be considered as  
 53 hours worked for overtime purposes.  
 54

1 D. In order that employees be eligible for holiday pay, they must work their entire regularly scheduled work day  
2 immediately preceding and following the holiday. Exceptions will be granted for employees who are on paid  
3 leave, who are off as a result of an approved schedule change, or who are serving a waiting period under  
4 Article 20.5.  
5

6 **18.3 Floating Holidays**  
7

8 A. In addition to the above legal holidays, all regular full-time employees shall receive forty-eight (48) hours at  
9 their designated regular straight time hourly rate each calendar year to be designated as paid holidays. For  
10 all holidays, legal or floating, the employee shall be paid for actual hours off duty.  
11

12 B. Except as noted in Article 19.2-D, floating holiday hours must be taken in the calendar year they are earned  
13 or they will be forfeited.  
14

15 **18.4 Proration of Floating Holidays for New, Terminating, and Laid Off Employees**  
16

17 Floating holiday hours shall be prorated in the first year that an employee becomes eligible for holidays and in the  
18 year an employee terminates for any reason, or is laid off, on the following basis:  
19

<u>Eligibility Date</u>	<u>Termination or Layoff Date</u>	<u>Floating Holiday Hours for That Year</u>
During 1 <sup>st</sup> quarter	During 4 <sup>th</sup> quarter	48
During 2 <sup>nd</sup> quarter	During 3 <sup>rd</sup> quarter	36
During 3 <sup>rd</sup> quarter	During 2 <sup>nd</sup> quarter	24
During 4 <sup>th</sup> quarter	During 1 <sup>st</sup> quarter	12

28 The Employer is authorized to make the appropriate adjustments to the final paycheck of any employee who  
29 terminates employment or is laid off and has utilized more floating holiday hours than he is entitled to under the above  
30 schedule.  
31

32 **18.5 Selection of Floating Holidays**  
33

34 A. For employees who elect to combine their available floating holiday hours to take a full week off, seniority  
35 shall determine the order of selection as specified in Article 19.3-B, 3.  
36

37 B. All other floating holidays shall be selected on a first come, first served basis with proper notice. Unless this  
38 requirement is specifically waived by the Employer, however, the office must be notified in writing by the  
39 employee no later than five (5) calendar days in advance of the requested holiday for maintenance and office  
40 employees and two (2) calendar days in advance for drivers. Employees who are on vacation or long-term  
41 disability and are physically unable to report to the garage will be allowed to select floating holidays by calling  
42 on the recorded line (832-5555).  
43

44 **ARTICLE 19**  
45 **VACATIONS**  
46

47 **19.1 Vacation Entitlement**  
48

49 A. Full-time Employees.  
50  
51 1. Employees shall receive vacation each year according to the following entitlement schedule:  
52  
53  
54



	<u>AT LEAST</u>	<u>BUT LESS THAN</u>	<u>VACATION</u>
1			
2			
3	1 year of service	2 years	1 week
4	2 years of service	6 years	2 weeks
5	6 years of service	8 years	2 weeks plus 2 days
6	8 years of service	12 years	3 weeks
7	12 years of service	20 years	4 weeks
8	20 years of service	26 years	5 weeks
9	26 years of service	27 years	5 weeks plus 1 day
10	27 years of service	28 years	5 weeks plus 2 days
11	28 years of service	29 years	5 weeks plus 3 days
12	29 years of service	30 years	5 weeks plus 4 days
13	Over 30 years of service		6 weeks
14			

2. Vacation entitlement shall be determined on a calendar year basis, subject to the following conditions.

- a. Employees will be eligible for their first paid vacation as of the first anniversary of their date of hire. After qualifying for their first vacation, employees will be eligible for future vacations as of January 1 of each calendar year.
- b. If an employee qualifies for a one (1), two (2), three (3), four (4) or five (5) week vacation as of January 1 and completes the service necessary for an additional week or day(s) of vacation later in that calendar year, such employee shall receive the additional vacation after their anniversary date and shall thereafter be eligible for such increased vacation as of January 1 of each succeeding calendar year. The additional week or day(s) will not be used in calculation of the full week selection requirement in the first year. (See Article 19.1C.)

B. Part-time Employees.

1. Part-time employees shall receive a prorated vacation entitlement based upon the schedule in Paragraph "A" and the number of hours worked in the preceding twelve (12) month period.
2. Vacation entitlement for all part-time employees shall be determined on a calendar year basis, subject to the following conditions.
  - a. Part-time employees will be eligible for their first paid vacation as of the first anniversary of their date of hire. The vacation entitlement shall be prorated based on the number of hours worked in the twelve (12) month period prior to their anniversary date.
  - b. After qualifying for their first vacation, part-time employees will be eligible for future vacations as of January 1 of each calendar year. The vacation entitlement shall be prorated based on the number of hours worked in the preceding calendar year.
  - c. If a part-time employee qualifies for a one (1), two (2), three (3), four (4) or five (5) week prorated vacation as of January 1 and completes the service necessary for an additional week or day(s) vacation later in that calendar year, the employee shall receive the additional prorated vacation after their anniversary date, such proration to be based on the number of hours worked in the preceding calendar year. Thereafter, the employee shall be eligible for such increased prorated vacation as of January 1 of each succeeding calendar year. The additional week or day(s) will not be used in calculation of the full week selection requirement in the first year. (See Article 19.1C.)
  - d. If an employee changes from part-time to regular full-time status, the employee's next annual vacation entitlement(s) shall be prorated based on the combined total of part-time and full-time hours worked during the applicable preceding twelve (12) month period.

C. One half of an employee's vacation must be taken in periods of full weeks, except that for employees with an odd number of weeks, the calculation of one half shall be rounded down to the next lower number of full weeks. Such selection must be made during the full week bidding period.

Examples:	<u>Vacation Entitlement</u>	<u>Required Selection</u>
	1 week	0
	2 weeks	1
	3 weeks	1
	4 weeks	2
	5 weeks	2
	6 weeks	3

10 **19.2 Vacation Pay**

- 11
- 12 A. All regular full-time employees shall receive forty (40) hours pay at their regular straight time rate for each
- 13 week of vacation taken. Vacation periods of less than a full week shall be charged on the basis of scheduled
- 14 hours off.
- 15
- 16 B. Stand-by drivers on daily vacation may select to be paid their scheduled hours or five (5) hours. They must
- 17 make the selection when they submit the request and have up to two (2) calendar days (Friday for Monday)
- 18 prior to the day to reverse their selection. Requests submitted without a preference will be processed
- 19 assuming that the employee wants to be paid their scheduled hours.
- 20
- 21 C. Vacation must be taken in the calendar year it is earned or it will be forfeited, except that employees who
- 22 become eligible for an additional week or days of vacation in November or December pursuant to Article 19.1-
- 23 A shall be allowed to carry over all or part of that week or days to the following calendar year. Such vacation
- 24 must be used by March 31 of that year or it will be forfeited.
- 25

26 In addition, employees at the one (1) or two (2) week vacation level shall be allowed to carry over up to one

27 (1) week of vacation to the following year under the following circumstances:

- 28
- 29 1. Such carry over must be for a pre-determined time frame approved at the time of the carry over.
- 30 2. Such carryover will be allowed only if it is agreed to and approved in advance by the Department Head.
- 31

- 32 D. Employees shall not be compensated for forfeited vacation, except that they will be paid in cash for unused
- 33 vacation and/or floating holiday balances of up to twenty-four (24) hours remaining at the end of the calendar
- 34 year. Such payment is not to be considered as hours worked for overtime purposes.
- 35

36 **19.3 Vacation Bidding**

- 37
- 38 A. Bidding Periods.
- 39
- 40 1. Maintenance and Office Employees.
- 41 Vacations for each calendar year will be bid by seniority beginning December 1 preceding the year
- 42 vacations are to run. Each employee will have forty-eight (48) hours to select his vacation.
- 43
- 44 2. Drivers.
- 45 a. The bidding of full weeks of vacation for the months of January through April will be open to all drivers
- 46 during the first full week of the preceding November. All such bids received will be processed in
- 47 seniority order and posted to the master vacation schedule as soon as possible, but no later than one
- 48 week after the conclusion of the bidding. Once the full week bidding for January through April has
- 49 been completed and posted, the selection of individual days for those months will be opened up on a
- 50 first come, first served basis.
- 51 b. The bidding of full weeks of vacation for the balance of the calendar year will be done by seniority
- 52 beginning the first full week of January. Drivers will be grouped by seniority in blocks of four (4) and
- 53 each group will have seventy-two (72) hours to select their vacation. A calendar will be posted
- 54 showing each group and the date their bid is due. If any request has to be denied, the driver involved
- will have an additional twenty-four (24) hours to select an alternate week.

- 1 c. The use of a group bidding procedure shall apply only to vacation bidding and shall not impact on the  
2 bidding of runs.  
3

4 B. Vacation Bidding Procedures – Weeks  
5

- 6 1. To bid vacation time the employee must correctly and completely fill out the proper request form, punch it  
7 in the time clock, and turn it in to the office himself. Exceptions to this procedure will be granted for  
8 employees who are on vacation or long term disability and are physically unable to report to the garage.  
9 Under these conditions, the employees may leave their completed form with the Steward or office or may  
10 call in their request on the recorded line (832-5555).  
11
- 12 2. Any employee who does not bid his vacation by 12:00 noon on the designated day will lose his turn and  
13 be passed up. The employee may re-enter the bidding later, but only from the point to which the bidding  
14 has then progressed as determined by the last employee to have actually turned in a time-punched  
15 request. For the purpose of defining within seventy-two (72) hours, vacation bidding may be done  
16 Monday through Friday, excepting legal holidays, from 5:00 a.m. to 11:00 p.m.  
17

18 Once a driver has submitted a request his turn is over and he cannot submit additional requests later in  
19 the bidding.  
20

21 If the previous group's bids were due at noon on Friday, the next group will have until noon on  
22 Wednesday to bid.  
23

- 24 3. Also included on the calendar will be a designated one (1) week period between the end of the full week  
25 bidding and prior to the start of individual day bidding during which all employees may submit requests to  
26 do any of the following:  
27
- 28 a. Cancel previously bid weeks of vacation (in accordance with Article 19.3-F).
  - 29 b. Bid additional full weeks of vacation.
  - 30 c. Select additional full weeks of time off by combining available floating holiday hours.  
31

32 All such requests received during the designated week will be processed by seniority within the order  
33 of priority assigned to each type of request above.  
34

- 35 4. Selection of vacation by seniority shall apply only to full weeks of vacation and such bid vacation shall  
36 have preference over floating holiday requests. If an employee does not select all of his vacation during  
37 this original bidding period, he will not be permitted at a later date to bump a less senior employee who  
38 has already selected vacation.  
39

40 C. Vacation Bidding – Days  
41

- 42 1. Maintenance & Office Employees  
43

- 44 a. Employees, in seniority order within their division, will have twenty-four (24) hours to select up to two  
45 (2) individual days of vacation or personal holiday. A calendar will be posted identifying the day their  
46 requests are due. All requests must be submitted by 12:00 noon on the designated day. To assist in  
47 accelerating the process, each employee may list up to five (5) selections in priority order on their  
48 request form. If two (2) of the selections cannot be accommodated, the employee will have an  
49 additional twenty-four (24) hours to make alternate selections. Any employee who does not make a  
50 selection within the allotted twenty-four (24) hours will lose his turn and be passed up. The employee  
51 may re-enter the bidding later, but only from the point to which the selection has then progressed as  
52 determined by the last employee to have actually turned in a time-punched request. For the purpose  
53 of defining within twenty-four (24) hours, selection may be done Monday through Friday (except legal  
54 holidays) from 5:00 a.m. to 11:00 p.m.

1  
2 If the previous employee makes his selection on Friday, the employee will have until the same time  
3 on Monday to make their selection. To select vacation time, the employee must correctly and  
4 completely fill out the proper request form, punch it in the time clock, and turn it in to the office  
5 himself. Exceptions to this procedure will be granted for employees who are on vacation or long-term  
6 disability and are physically unable to report to the garage. Under these conditions, the employees  
7 may leave their completed form with the Steward or Dispatch or may call in their request on the  
8 recorded line (832-5555).  
9

10 This process will continue for two full rotations of the entire seniority list. There will be one additional  
11 posting for the remaining available days. Employees may submit any remaining requests that they  
12 have by the date on the posting. Requests will be approved on a rotating seniority basis. One  
13 approved request at a time. The remaining vacancies will be opened on a first come, first served  
14 basis.  
15

16 In the event that previously bid vacation days are cancelled in accordance with Article 19.3-F, ample  
17 notification will be given to all affected employees of the renewed availability of these days. There will  
18 be an informational posting. Employees requesting those dates will complete and submit a Time Off  
19 Request by date on the posting. Requests will be approved on a rotating seniority basis, one  
20 requested day at a time.  
21

- 22 b. Once the specified period for bidding individual days is over, properly completed vacation requests  
23 may be submitted either by the employee himself or by someone else.  
24

## 25 2. Drivers

26  
27 Once the full week bidding has been completed including the week designated for cancellation and combining  
28 of vacation and holiday time, no additional cancellations will be accepted until the individual day bidding is  
29 complete. Operators will be grouped in blocks of five (5) and will have twenty-four (24) hours to select up to  
30 two (2) individual days of vacation or personal holiday. A calendar will be posted identifying the groups and  
31 the day their requests are due. All requests must be submitted by 12:00 noon on the designated day. To  
32 assist in accelerating the process, each operator will list up to five (5) selections in priority order on their  
33 request form. If two (2) of the selections cannot be accommodated, the operator will have an additional  
34 twenty-four (24) hours to make alternate selections.  
35

36 Any operator who does not make a selection within the allotted twenty-four (24) hours will lose his turn and be  
37 passed up. The operator may re-enter the bidding later, but only from the point to which the selection has  
38 then progressed as determined by the last employee to have actually turned in a time-punched request. For  
39 the purpose of defining within twenty-four (24) hours, selection may be done Monday through Friday  
40 (excepting legal holidays) from 5:00 a.m. to 11:00 p.m.  
41

42 If the previous operator makes his selection on Friday, the next group of operators will have until the same  
43 time on Monday to make their selection. To select vacation time, the operator must correctly and completely  
44 fill out the proper request form, punch it in the time clock, and turn it in to the office himself. Exceptions to this  
45 procedure will be granted for operators who are on vacation or long-term disability and are physically unable  
46 to report to the garage. Under these conditions, the employees may leave their completed form with the  
47 Steward or Dispatch or may call in their request on the recorded line (832-5555).  
48

49 This process will be followed for four (4) full rotations of the entire seniority list. The remaining available  
50 vacancies will be posted and selected by seniority one at a time on a rotational basis.  
51

- 52 D. In the event that previously bid vacation days are cancelled in accordance with Article 19.3-F, ample  
53 notification will be given to all affected employees of the renewed availability of these days. There will be an

1 informational posting. Employees requesting those days will complete and submit a Time Off Request by  
2 date on the posting. Requests will be approved on a rotating seniority basis, one requested day at a time.  
3

4 E. Vacation not scheduled at the time of the original bid, including vacation periods of less than one week, will be  
5 scheduled by mutual agreement between the Employer and the employee. Unless this requirement is  
6 specifically waived by the Employer, however, the office must be notified in writing by the employee no later  
7 than five (5) calendar days in advance of the requested starting date of the vacation for maintenance and  
8 office employees and two (2) calendar days in advance for drivers.  
9

10 F. Once his request has been approved, an employee may not cancel a day or week of vacation if that day or  
11 week has been bid full by the maximum number of employees allowed off in his Division. Any employee  
12 requesting to cancel all or part of a required full week of vacation must submit a request to schedule an  
13 alternate full week at that time. (See Article 19.1-C) If the alternate full week cannot be granted, the entire  
14 request will be denied. Exceptions will be granted, however, when individual days must be cancelled  
15 because of overbooking of time or when, as a result of run/shift bids or permanent schedule changes,  
16 previously bid days now fall on the employee's scheduled day off.  
17

18 G. The calendar week during which December 31 falls shall be available for bidding of full weeks of vacation in  
19 that year, unless December 31 is a Sunday. Vacation days used during that week shall be charged to the  
20 year in which they fall.  
21

## 22 23 **19.4 Vacation Scheduling**

24  
25 A. No more than one (1) maintenance employee and one (1) clerical employee will be granted vacation or  
26 personal holiday on the same day unless more are approved by management. The maximum number of  
27 drivers allowed off will be determined by the following guidelines unless more are approved by management.  
28  
29 1. Five (5) drivers will be allowed off on all Saturdays.  
30 2. Seven (7) drivers will be allowed off all weeks during the summer bid period.  
31 3. Five (5) drivers only will be allowed off at all other times.  
32

33 B. The Employer reserves the right to adjust the vacation schedule in order to maintain service.  
34

35 C. Employees may elect to utilize vacation time to compensate for regularly scheduled work day hours that are  
36 lost due to legal holidays or to school not being in session. Part-time stand-by drivers who so choose will  
37 receive five (5) hours vacation pay for that day, with these hours counting toward their 25-29 <sup>3</sup>/<sub>4</sub> hours for the  
38 week.  
39

40 D. When scheduling a full week of vacation, part-time stand-by drivers shall have the option of taking pay for  
41 either their weekly guaranteed or weekly maximum hours, if sufficient hours remain in their entitlement. In the  
42 event that the remaining entitlement falls somewhere between the guarantee and the maximum, a part-time  
43 stand-by driver will be allowed to take pay for that number of hours if he so chooses.  
44

45 E. When an employee is on a full week of vacation or holiday (s)he counts as a vacancy each day regardless of  
46 actual work schedule.  
47

## 48 **ARTICLE 20**

### 49 **SICK LEAVE**

#### 50 51 **20.1 Sick Leave Accrual**

52  
53 A. All regular employees shall accumulate sick leave with pay of eight (8) hours for each month of service. Sick  
54 leave shall accumulate but not to exceed nine hundred sixty (960) hours.

1  
2 B. Benefits under this article are effective on the 61<sup>st</sup> calendar day of employment.  
3

4 **20.2 Eligible Uses**  
5

6 A. Employees may use sick leave in case of their personal illness or off-duty injury or illness or injury of  
7 members of the employee's immediate family living in the employee's residence when the employee's  
8 presence is required, within the following guidelines.  
9

- 10 1. When reporting off sick, the employee will call personally and either tell the office or leave a message on  
11 the recording machine (832-5555) explaining the nature of the illness.
- 12 2. The employee will keep his supervisor informed of his condition as stated on the physicians report or as  
13 requested by the Employer.
- 14 3. The employee will permit the Employer to have made such medical examination or nursing visit as it  
15 deems desirable.
- 16 4. An employee sick more than three (3) consecutive days must present a doctor's note upon return to work.  
17

18 **20.3 Ineligible Uses**  
19

20 Sick leave may not be used for absences resulting from injuries received while employed for money by another  
21 employer.  
22

23 **20.4 Employee Responsibilities**  
24

- 25 A. If a driver is sick or otherwise unable to come to work, he must call in at least sixty (60) minutes prior to the  
26 scheduled start of the shift or be subject to the "late" policy defined in Article 13.  
27
- 28 B. It is expected that employees will maintain reasonable health standards and will not permit minor  
29 indispositions or illnesses to keep them away from work.  
30
- 31 C. Unexplained absences, excessive absenteeism, or making false report of injury or illness may be causes for  
32 disciplinary action.  
33

34 **20.5 Waiting Period**  
35

36 A. Employees may be subject to a waiting period before they become eligible for paid sick leave. The waiting  
37 period will be based upon the number of occurrences of paid sick leave usage in accordance with the  
38 following schedule except that multiple absences resulting from the same Family Medical Leave occurrence  
39 will be treated as only one sick occurrence per calendar year. An occurrence is defined as one continuous,  
40 uninterrupted absence due to the reasons outlined in Article 20.2. Subsequent absences for the same illness  
41 or injury which occur when seven (7) calendar days or less have elapsed between the absences shall be  
42 considered to be the same occurrence, but only if the employee provides medical documentation that the  
43 absences were due to the same illness or injury, immediately upon his return to work.  
44

- 45 1. First four (4) occurrences in a calendar year – no waiting period.
- 46 2. Next two (2) occurrences in a calendar year – one (1) day waiting period for each occurrence.
- 47 3. Next two (2) occurrences in a calendar year – two (2) day waiting period for each occurrence.
- 48 4. All subsequent occurrences in a calendar year – three (3) day waiting period for each occurrence.  
49

50 **20.6 Sick Pay**  
51

52 Sick leave used shall be charged on the basis of scheduled hours off.  
53  
54

1  
2 **20.7 Payout Upon Retirement or Death**  
3

- 4 A. At the time of their retirement and if they qualify for an annuity under the Wisconsin Retirement Fund,  
5 employees shall receive payment for their unused sick leave up to a maximum of seven hundred twenty (720)  
6 hours. Such employees shall receive this payment in cash. Such payment shall be subject to the terms of  
7 Article 27.  
8  
9 B. In the event of the death of an employee, said employee's beneficiary as designated under the Wisconsin  
10 Retirement Fund shall be paid in cash for said employee's unused accumulated sick leave up to a maximum  
11 of seven hundred twenty (720) hours.  
12

13  
14 **ARTICLE 21**  
15 **WORKER'S COMPENSATION BENEFITS**  
16

17 **21.1 Payments**  
18

19 Any regular full-time employee receiving Worker's Compensation Benefits as a result of an on-the-job injury or  
20 accident shall be paid forty (40) times ninety-five percent (95%) of the employee's prevailing straight time hourly rate  
21 at the date of injury for each week of such disability but not to exceed thirty (30) weeks. The Employer's liability under  
22 this provision shall be limited to the difference between forty (40) hours at ninety-five percent (95%) of straight time  
23 pay and any weekly benefit the employee receives from Worker's Compensation.  
24

25 **21.2 Employee Responsibilities**  
26

27 In order to remain eligible for such payment, the employee shall be required to inform his supervisor of his status once  
28 each week, by phone or in person, except that this requirement is waived for the period of an attending physician's  
29 prognosis.  
30

31 **ARTICLE 22**  
32 **FUNERAL LEAVE**  
33

- 34 A. In the case of death in the immediate family of a regular employee (non-dependent children, grandchildren,  
35 parents or legal guardian, sister or brother, mother-in-law, father-in-law, or any other relative living in the  
36 employee's residence at the time of death), the employee will be paid for the scheduled time lost from the  
37 date of death but not to exceed three (3) scheduled work days within a seven (7) day period from the date of  
38 death at the employee's regular straight time hourly rate, but not to exceed twenty-four (24) hours.  
39  
40 B. In the case of the death of the employee's spouse or dependent child, the employee will be paid for  
41 scheduled time lost from the date of death but not to exceed five (5) consecutive scheduled work days at the  
42 employee's regular straight time rate, but not to exceed forty (40) hours.  
43  
44 C. In the case of the death of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law,  
45 grandparents, aunt, uncle or spouse's grandparents (other than those living in the employee's residence at  
46 the time of death), or in the event the employee is a pallbearer for a relative not listed herein, the employee  
47 will be paid for scheduled time lost for the day of the funeral, provided the employee attends the funeral, at  
48 the employee's regular straight time rate.  
49  
50 D. No funeral leave will be paid to any employee while on vacation, sick leave, layoff or any other leave of  
51 absence. Employees are not eligible to use the benefits under this article until their sixty-first (61<sup>st</sup>) calendar  
52 day of employment.  
53  
54

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ARTICLE 23  
MILITARY LEAVE

The Employer shall be governed by the Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended, as it applies to the employees covered hereunder. The Employer agrees to make up the difference between an employee's regular weekly earnings of forty (40) hours at the employee's straight time rate and the employee's military compensation for summer training for a period not in excess of two (2) weeks per calendar year. To receive such leave, the employee must file a copy of his/her order with the Human Resources Director/or designee prior to the leave beginning. In order to receive full pay the employee is required to, upon receipt of military pay submit the full military pay to the City payroll office. Employees, at their option, may request an unpaid leave of absence or may use paid time off for military leave and thereby retain the military leave.

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ARTICLE 24  
JURY/WITNESS DUTY

- A. Non-probationary regular full-time employees will receive full pay for any time lost while serving on jury duty or if subpoenaed on witness duty. The employee shall immediately notify the Employer upon receipt of a jury summons or subpoena. In order to receive full pay the employee is required to, upon receipt of jury or witness pay, submit their jury or witness pay to the City payroll office. The City payroll office will cash their check, retain the portion of the check representing per diem payments, and give the employee the mileage and meal reimbursement portions of the check. Employees, at their option, may request an unpaid leave of absence or may use paid time off for a day of jury or witness duty and thereby retain the jury pay as well as full pay for the full day(s).
- B. Witness Duty pay shall not apply to those circumstances where an employee is subpoenaed as a witness by his own attorney or where the employee is the plaintiff or a named defendant in the case. In order for an employee to be eligible for witness duty pay, the reason for being the witness must be related to their employment with the City of Appleton.

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ARTICLE 25  
LEAVE OF ABSENCE

- A. Any employees who wish to absent themselves from their employment shall make application for such leave of absence as follows.
1. Submit a written request at least forty-eight (48) hours prior to the leave.
  2. For a leave not to exceed three (3) consecutive days, the request shall be made to the General Manager.
  3. For a leave in excess of three (3) consecutive days, the request shall be made to the Director of Human Resources through the General Manager.
- B. A leave of absence shall be granted to any employee who has been delegated to perform a service for the Union, provided, however, it does not impair the operating efficiency of the respective employee's Division.
- C. After any three (3) consecutive days of an unapproved absence, the Employer may declare a position vacant.
- D. Leave of absence shall be without pay.
- E. No leave of absence shall be granted an employee until such employee has made suitable arrangements with the General Manager for the continued payment of such employee's group insurance premium for the period of the leave of absence.
- F. Failure to comply with the provisions of this Article shall result in the complete loss of seniority rights of the employee involved subject to the provisions of Paragraph "C" above. An employee's inability to work because of proven sickness or injury shall not result in the loss of seniority rights.



ARTICLE 26  
HEALTH INSURANCE BENEFITS

**26.1 Medical Plan**

Employees shall pay the same contribution as non-represented employees on plans offered by the City to non-represented employees.

**26.2 Dental Plan**

Employees shall contribute \$20 toward a family premium and \$10 toward a single premium for the same dental plan offered by the City to non-represented employees.

**26.3 Part-time Employee Coverage**

Part-time employees who work 30 or more hours and hold a benefited position shall be permitted to participate in the group insurance program at their own expense.

**26.4 Retiree Coverage**

Any retiring employee who qualifies for an annuity under the Wisconsin Retirement Fund, shall be offered a group Health Insurance plan but not necessarily the same plan as active employees coverage exclusive of Dental , at their own expense, until they are eligible for Medicare, provided that they exercise this option before or on their last day of work.

ARTICLE 27  
POST EMPLOYMENT HEALTH PLAN

The City of Appleton agrees to participate in the Post Employment Health Plan for Collectively Bargained Public Employees. The Employer agrees to contribute to the Plan on behalf of employees represented by Teamster Union Local #662.

For the term of this agreement, the Employer shall contribute for each eligible employee the amount of \$10 per month. In addition, upon retirement, the percent, as established by November 1 of the eligible employees accumulated paid leave balance that would have otherwise been paid to the eligible employee, had the Employer not participated in the Plan, shall be contributed to the Plan.

Employees hired prior to 1/1/11 shall receive any accumulated sick leave above the 90 days to a maximum of 30 additional days paid to the PEHP.

In addition, the bargaining group each year may select what percent of eligible accumulated paid leave balance will be contributed to the plan.

The percent contribution for retirees will be established annually by the group and will be used for the subsequent year. This elected percent contribution must be submitted to the Human Resource Director/or designee in writing prior to November 1 of each year.

ARTICLE 28  
LIFE INSURANCE BENEFITS

The Employer shall provide \$20,000 life insurance (A.D.D.) for all regular employees.

ARTICLE 29  
PENSION BENEFITS

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- A. Employees agree to pay half of all actuarially required contributions for funding benefits under the retirement system.

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**PART C**  
**SPECIAL PROVISIONS – DRIVERS**

ARTICLE 30  
DRIVER SCHEDULES

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- A. No regular full-time weekly schedule will include more than two (2) school runs or trippers and no regular part-time weekly schedule shall include more than two (2) City runs. No stand-by bid shall include any regularly scheduled runs. The Employer shall attempt to maximize the number of full-time positions, consistent with the above.
  - B. It is agreed that, the Employer will use hours from any year-round (non-school) trippers to keep from reducing the number of full-time employees if a service cut would otherwise cause a reduction in full-time staffing. The intent of this agreement is to protect individual employees who have regular full-time status at the point in time the reduction in service occurs.
  - C. If any tripper that is included in a full-time bid does not run because the place of business or school is not operating, it will be the responsibility of the driver who bid that run to sign for overtime to make up the difference in hours for that week. If the driver signs for all remaining days from the date of notification via the boards of the cancellation and there is no overtime available to him that week, the hours lost because the tripper did not run will be credited to the full-time driver. Drivers will also have the option of supplementing their hours with vacation or personal holiday hours to make up those hours lost because a tripper does not operate.
  - D. If any tripper that is included in a part-time driver bid does not run due to the closure of the school or place of business it is the responsibility of the part-time driver to sign the overtime board to make up the difference in hours for that week. If the driver signs for all available overtime and none is available to them then alternative work will be assigned to them up to their guarantee. The Driver will also have the option to use any of their available vacation or floating holiday leave to make up the lost hours.
  - E. A driver may alter the scheduled report times of the respective shifts when exercising partner's rights so long as the change results in his working the same number of hours as his regular shift for that day. If a driver chooses not to alter the report time and it results in his working fewer hours than his regularly scheduled hours for that day, the driver may supplement those hours with vacation or holiday time up to his regularly scheduled hours or may take no pay for the lost hours.

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ARTICLE 31  
RUN BIDDING PROCEDURES

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**31.1 Posting and Effective Dates**

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- A. Run bids will be posted no later than December 1, May 1, and August 1, and will take effect on the first Monday of January, the Monday after the school year ends and the Monday before the school year begins.
  - B. If major changes are to be included in the run bid to be posted, the Employer will meet with the Shop Committee prior to the posting. If there are only minor changes or no changes in the run bid to be posted, the Employer will provide the Shop Committee with copies of the bid in advance of the posting and will meet with the Committee upon request.

1 **31.2 Order of Bidding/Time Limits**

- 2  
3 A. Runs will be bid by seniority. Any driver who does not bid within twenty-four (24) hours of his turn will lose his  
4 turn and be passed up. He may re-enter the bidding later, but only from the point to which the bidding has  
5 then progressed as determined by the last driver to have actually signed the bid sheet.  
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7 For the purpose of defining within twenty-four (24) hours, bidding may be done Monday through Friday from  
8 5:00 AM to 11:00 PM. If the previous driver bids on Friday, the next bidder will have until the same time on  
9 Monday to complete his bid.  
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- 11 B. The placement on the bid list of employees who return from a medical leave in the middle of a bid period and  
12 the determination of whether there will be a resulting rebid will be decided on a case-by-case basis.  
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14 **31.3 Method of Bidding**

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16 A. Bids will be accepted by telephone from drivers provided the call is made on the recorded line (832-5555).  
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18 B. Drivers must leave with the Administrative Services Manager or other office personnel and the Union  
19 Steward, a list of bids, first, second and third choice bids, before going on scheduled leave.  
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21 **31.4 Rebidding**

- 22  
23 A. If a regular vacancy occurs more than forty-five (45) days before the effective date of the next bid, that run  
24 and all other runs from the vacancy down on the seniority list will be rebid. Permanent bid changes affecting  
25 any open run will be removed. Rebidding begins with the next most senior employee following the vacancy.  
26 Bid choices include any open run.  
27  
28 B. If a regular vacancy occurs forty-five (45) days or less before the effective date of the next bid, one (1) of the  
29 two (2) options listed below will be followed. Any permanent schedule changes affecting a particular run will  
30 be removed only as that run becomes available.  
31  
32 a. If sufficient time is available to justify doing so, employees will be asked in seniority order, from the  
33 vacancy down, if they wish to take the open bid. The employee who is promoted to fill the vacancy will be  
34 assigned to fill the bid that remains.  
35  
36 b. If the conditions of a particular case make it impractical to perform the administrative reshuffle, the partner  
37 of the driver who created the regular vacancy will be offered partner's rights, as defined below, for the  
38 remainder of the bid. When a driver takes partner's rights in this case it will be considered a permanent  
39 schedule change, thus allowing him to make other schedule changes as desired. The employee who is  
40 promoted to fill the vacancy will be assigned the bid that remains.

41 Partner's Rights: Partners are drivers who operate the same run. If a partner is going to be scheduled off  
42 (vacation, holiday, sick leave, etc.) and it is known by 10:00 a.m. of the previous day (10:00 a.m. Friday for  
43 Saturday, Sunday, and Monday) the daily partner has first choice to the work schedule of the open run,  
44 however, weekly partner's rights take precedence over daily partner's rights. When two or more people work  
45 a run, the most senior partner shall have the first choice to the open work. The partner requesting daily  
46 partner's rights must already be scheduled to work that day.  
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48 **31.5 Right to Assign Unbid Runs**

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50 The Employer reserves the right to assign all runs not bid to available drivers.  
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ARTICLE 32  
STAND-BY DRIVERS

**32.1 Duties**

- A. Stand-by drivers will operate regularly established runs on days when regular drivers are off duty and all assignments other than regular runs.
- B. As part of his regular duties, a stand-by driver may be required to start and move buses and to perform pre-trip inspections while waiting for other drivers to report.

**32.2 Hours and Days of Work**

- A. All stand-by drivers must be available for work six (6) days each week until they accumulate their weekly maximum, except as provided for in Articles 32.4-C and 32.4-D. Stand-by drivers will not be scheduled more than fourteen (14) hours on any given day and will have a minimum of 7.5 hours off between the end of an evening shift and the start of a morning shift. Stand-bys may, however, choose to waive this provision by signing the overtime board and entering the code "D" for available all day. Any hours worked by waiving the fourteen (14) hour provision will not count toward the employee's weekly maximum.
- B. All Stand-by bids shall have a weekly guarantee as set out in Article 32.5.
- C. Effect of Absences on Hours of Work.
  - 1. If a stand-by misses out or is otherwise unavailable for work due to reasons other than disciplinary suspension, illness, or injury, he will lose his guarantee for that week, will have the hours he was scheduled to work that shift deducted from his weekly maximum, and will receive pay only for actual hours worked that week.
  - 2. If a stand-by is unavailable for work due to a disciplinary suspension, he will lose his guarantee for that week, will have five (5) hours for each day of suspension deducted from his weekly maximum, and will receive pay only for actual hours worked that week.
- D. If a stand-by is "late" for a work assignment he will have whatever hours are docked subtracted from his weekly guarantee and maximum weekly hours but will not lose his guarantee for the week.
- E. Hours spent in training by stand-by drivers that do not overlap the shift that they normally would have been assigned for that day will not count toward either their weekly guarantee or their maximum weekly hours.

**32.3 Availability**

- A. Stand-by drivers must be available at their primary phone during the AM availability period. At times other than the AM availability period, the employer will call the stand-bys primary phone number once and then will call their cell phone. Stand-bys have up to 20 minutes to call Valley Transit after being called on their cell phone or be subject to Article 13 Lates and Miss-outs. The Employer will make cell phones available upon request.
- B. During all other regular hours of operation, a stand-by driver is required to report for duty if he is personally notified to do so or he will be considered a miss-out.

**32.4 Order of Assignment**

The highest stand-by driver, as determined by bid position, will be first out each week. If this driver gets five (5) hours or more of work on Monday, but no other stand-by driver does, the next highest driver will be first out on Tuesday, and

- 1 so on. (First out does not refer to chronological order, but rather to the maximum number of work hours available that  
2 day.)  
3
- 4 A. A shift is a piece of work whose length is determined each bid on the bid sheet. Drivers working two or more  
5 full shifts will be paid for each shift per the bid. Order of bid position will be full-time stand-bys then part-time  
6 stand-bys.  
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- 8 B. Each Thursday when boards are made for Friday, the employee responsible for scheduling will review the  
9 status of all stand-bys and determine which, if any, stand-bys have not reached their minimum guarantee.  
10 The normal rotation of stand-bys will be suspended at that point and those drivers who have not reached their  
11 guarantee will be first out on Friday and Saturday, if necessary, in order by bid position. The normal rotation  
12 will resume once all stand-bys have been scheduled to meet their guarantee.  
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- 14 C. When a stand-by has, less than two (2) hours remaining to reach their maximum, he will be considered  
15 finished for the week.  
16
- 17 D. Any stand-by will work the number of hours necessary to bring themselves to their maximum hours. If a  
18 stand-by is "late" for a work assignment it will not affect his order of rotation for any other assignment that  
19 might become available.  
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**32.5 Differences between Full-time and Part-time Stand-by**

	<b>Full-Time Stand-bys</b>	<b>Part-time Stand-bys</b>
<b>Weekly maximum hours</b>	Greater than 38 less than or equal to 40	Greater than 28 less than 30
<b>Weekly guaranteed hours</b>	38 for employees hired prior to 9/7/05  32 for employees hired after 9/7/05	25
<b>Hours of Work</b>	5 a.m. – 11 p.m. Monday through Saturday	Part-time stand-by bids will include a shift designation. The “A” shift will be 5 a.m.-7 p.m. Monday through Friday and all day Saturday The “B” shift will be 9 a.m.-11 p.m. Monday through Friday and all day Saturday
<b>Day Off</b>	None	When practical, the Employer will allow drivers who bid a part-time stand-by position to select a day off. A sign-up sheet will be posted along with the bid. Drivers who bid a part-time stand-by position will be able to select from the designated days.  <b>Part-time</b> stand-bys may waive their day off any given week by initialing the part-time overtime board and marking code “W”. They will be assigned in their regular daily rotation and any hours worked will count toward their weekly maximum.  <b>Part-time</b> stand-bys may also just sign for overtime, extra work, on their day off. In that case they would simply indicate with codes any time or type of work preferences. If they just sign for overtime they will be treated as any other overtime person and assigned work in seniority order after full-time overtime and any hours worked will not count toward their weekly maximum.
<b>Effect of Sick Absence on Hours of Work</b>	A full-time stand-by who is unavailable for work due to illness or injury, may use sick leave under Article 20 of this agreement. Sick leave hours used will count toward his/her guarantee and maximum hours for the week. If sick leave hours are not used, his/her guarantee shall be reduced by the number of hours the employee is off, however, such absence shall have no impact on the maximum number of hours the employee may work that week.	If a part-time stand-by driver is unavailable for work due to illness or injury, his or her guarantee for that week shall be reduced by the number of hours the employee is off. Such absence shall have no impact on the maximum number of hours the employee may work that week.
<b>Time off for Medical Appointments</b>	Full-time stand-bys may request time off for medical appointments for themselves or members of their immediate family living in their residence under the following guidelines;	None, if they have a bid day off otherwise full-time policy applies.

	<ol style="list-style-type: none"> <li>1. Turn in "request for Scheduled Time Off" with an explanation as soon as possible after the appointment is made.</li> <li>2. Time off will be allowed between the hours of 9:00 a.m. and 2:00 p.m. Minimum request is two (2) hours. Replacement driver will be scheduled a minimum of two (2) hours unless coming off or going onto another run.</li> <li>3. Any available sick leave will be used for hours that stand-by would have been scheduled to drive during the time off. If a stand-by driver has no sick leave available, he can substitute available vacation or holiday pay.</li> <li>4. If a stand-by driver would have been scheduled to work during the time requested for medical leave, his guarantee will be reduced by the same number of hours.</li> <li>5. Drivers returning to work from approved medical leave are subject to Article 13 of the labor agreement.</li> <li>6. Time off for medical appointments under this policy will be considered a "non-chargeable" absence.</li> </ol> <p>All requests are subject to approval on a case-by-case basis. Management reserves the right to limit the number of times this provision may be used.</p>	
<b>Effect of daily vacation or personal holiday on Hours of Work</b>	Full-time stand-by drivers will be charged hours for vacation or floating holiday based on the number of hours they would have been scheduled.	Part-time stand-by drivers on daily vacation will be charged based on the number of hours they would have been scheduled. They may choose five (5) hours of vacation pay, but the difference between the hours they would have been scheduled and the five (5) hours vacation, will be deducted from their guarantee.
<b>Legal Holidays</b>	<p>Will be charged for and paid for the six (6) legal holidays listed in Article 18.1</p> <p>Holiday hours will count toward guarantee hours and weekly maximum.</p>	None
<b>Availability</b>	Full-time stand-by drivers must be available during the following availability periods:	"A" Shift – 4:30 a.m. to 7:30 a.m. Monday through Friday and 6:30 a.m. to 9:30 a.m. and 12:30 p.m. to 3:30 p.m. on Saturday.



	4:30 a.m. to 7:30 a.m. and 12:30 p.m. to 3:30 p.m. Monday through Friday and 6:30 a.m. to 9:30 a.m. and 12:30 p.m. to 3:30 p.m. on Saturday	"B" shift – 12:30 p.m. to 3:30 p.m. Monday through Friday and 6:30 a.m. to 9:30 a.m. and 12:30 p.m. to 3:30 p.m. on Saturday.
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ARTICLE 33  
DISTRIBUTION OF OVERTIME

**33.1 Seniority**

Except as modified elsewhere in this Agreement, work outside the regular hours of work shall be offered to the senior available employees in that classification of the unit.

**33.2 Order of Distribution**

The order of the distribution of such work shall be determined as follows.

**A. Voluntary Distribution.**

1. Overtime will be handled on a voluntary basis whenever possible however, the provisions of this article shall not apply to pieces of work of less than one (1) hour in duration.
2. The Employer will provide the opportunity to volunteer for overtime work by posting overtime availability sheets. It is the responsibility of each driver to notify the Employer of the driver's availability by signing the overtime availability sheet no later than 10:00 a.m. the day before such work becomes available. (10:00 a.m. Friday for Monday work.) In the following circumstances, a driver will also be allowed to telephone the Office (832-5555) to have his name added or deleted from the overtime availability sheet.
  - a. If the driver is not scheduled to work that day.
  - b. If an on-duty A.M. driver is not scheduled or is unable to return to the garage by the 10:00 a.m. signing deadline.
3. All extra work not covered by stand-by drivers will be assigned on the basis of seniority to those who have signed for work that day, provided that the driver must be available for at least two (2) hours or the duration of the work, if less than two (2) hours. Drivers will be assigned a shift and pieces of shifts which result in the most available hours going to the most senior driver. Drivers will not be assigned more than one full shift until all available drivers have been assigned a shift. Coverage and trippers are considered pieces of work, not shifts for this purpose. Drivers working two or more full shifts will be paid for each shift per the bid.
4. Any driver who signs the availability sheet and is assigned extra work or overtime at the time the daily boards are completed will be obligated to work that run or be subject to the miss-out provisions. If a driver is called about overtime work after the daily boards are completed he will have the option of accepting or declining the offered work.

**B. Involuntary Distribution.**

1. Overtime may be assigned by the Employer on an inverse seniority basis.
2. Drivers who do not sign the availability sheet will, however, be assigned extra work or overtime only when the list of available drivers becomes exhausted. In that event, extra work will be assigned first to anyone who missed-out that day and then to the least senior driver who is not already scheduled to work. Part-time drivers hired after January 1, 1998 are subject to being inversed.

**C. Eligibility for Overtime Work.**

1. A driver who has bid a full week of vacation or a full week of floating holiday hours is ineligible for overtime work for that entire calendar week.

2. A driver who is on vacation or floating holiday for an entire day's work shift(s) is ineligible for any overtime work during the calendar day(s) he is off.
3. A driver who is on vacation or floating holiday for a shift of a multi-shift day is ineligible to work overtime during that shift. (NOTE: Drivers should indicate on the "Request for Time Off" form whether they are requesting off for the entire day or a single shift. If specific shifts are not indicated, it will be assumed the individual wants the entire day off. Drivers on all day vacation or holiday are ineligible for overtime and inversal. Drivers on vacation or holiday for a single shift of a multiple shift day are eligible for overtime and can be inversed outside of their vacation period.)

### 33.3 Errors in Distribution

Management will take all reasonable steps to insure that overtime is distributed properly. The Employer, however, assumes no financial liability for errors in overtime assignments which result from employee instigated schedule changes after the final bid is posted.

## ARTICLE 34 DISPATCHING PROCEDURES

### 34.1 Filling of Daily Vacancies

- A. Daily vacancies will be assigned in the following order provided the driver is available for at least two (2) hours or the duration of the work.
  1. Stand-by Drivers by rotation.
  2. Overtime by seniority.
  3. Volunteers by seniority.
  4. Miss-outs by inverse seniority.
  5. Inverse seniority.
    - a. First with drivers that are working that day.
    - b. If none, then with any driver on a scheduled day off.

Drivers who sign or volunteer for extra work on a scheduled day off shall be considered on a scheduled day off outside the hours they signed to work.

Stand-by drivers shall be considered to be on a scheduled day off when their hours are completed for the week. A stand-by driver who is scheduled to work on a day in which they reach their maximum hours shall not be considered to be on a scheduled day off that day.

- c. Drivers who are on paid leave will not be subject to being inversed.

### 34.2 Overtime Restrictions

- A. The following restrictions shall apply to the filling of all overtime work regardless of the status of the driver involved (i.e. stand-by, overtime, volunteer, miss-out or inverse seniority). For the purpose of this procedure, the term "most senior available driver" is defined to mean that driver who would be first out at that particular time according to the above described order of assignment.
  1. If the overtime available connects directly to (in front of or behind) a shift or other piece of work and does not result in a fragment of work less than two (2) hours in length, the overtime will be filled as stated above.
  2. If the overtime available connects directly to (in front of or behind) a shift or other piece of work and if given to the most senior available driver would result in a fragment of work less than two (2) hours in length, the overtime will be filled as follows.
    - a. The overtime will be given to most senior available driver and the fragmented balance left (if it connects directly to a shift or other piece of work) will be filled by the next most senior available driver.



ARTICLE 36  
PREMIUM PAY

- A. Employees will be paid for all extensions of their regular schedule due to breakdowns, storms, or other circumstances beyond their control (excluding workers compensation).
- B. Drivers shall receive an additional one-half (1/2) hours pay for being scheduled to drive twelve (12) or more hours without any intervening time. Employee initiated schedule changes and/or drivers working two or more shifts are exempt from this provision, however, driver's working two or more shifts will be paid for each shift per the bid.
- C. Employees will be paid for making out accident reports, provided that such pay shall be limited to not more than one-half (1/2) hour after the employee has finished his job assignments for the day.

ARTICLE 37  
UNIFORMS

- A. The Employer shall provide the initial uniform and replace non-serviceable uniform items for all full-time drivers and for those drivers who will be serving as stand-bys for a full bid period or more. The cost of maintenance of the uniform shall be borne by the employee. The Employer reserves the right to set standards for and regulate items of uniform clothing to include but not to be limited to: color; style; fabric; material; brand; and specifications. The Employer further reserves the right to determine the serviceability of any uniform item.
- B. Drivers shall wear full uniform, as defined by the Employer, at all times when on duty.
- C. Uniforms may be worn only during the course of work and for travel directly to and from the place of employment.
- D. The uniforms for a full-time or part-time stand-by driver which are referred to in "A." above consist of the following allocation:

1 jacket	1 belt
4 pants	1 pr. shoes (maximum \$55)
8 shirts	2 ties (optional)
2 sweaters	1 polo shirt

Other optional items including additional sweaters, hats, etc. must be purchased at the employee's expense.

The Employer administratively provides uniform articles to certain other groups of employees. The decision to provide uniforms to such employees and the number of items to be provided are solely at the discretion of the Employer.

The current uniform allocations for part-time drivers include the following:

1 jacket	1 belt
3 pants	1 pair of shoes (maximum \$55)
4 shirts	2 ties (optional)
2 sweaters	1 polo shirt

ARTICLE 38  
CONDITION OF EQUIPMENT

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- A. The Employer shall not require employees to take out on the street any vehicle that is not in safe operating condition. The final authority on whether a vehicle is safe to operate shall rest with the Transit Maintenance Supervisor or with a senior mechanic on duty if no other supervisors are on duty.
- B. Any mechanical problem on a bus, known to the driver, must be reported immediately if a safety hazard is involved. Otherwise, all problems should be reported in writing at the end of the driver's shift in accordance with established procedures.

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**PART D**  
**SPECIAL PROVISIONS –**  
**MAINTENANCE and OFFICE EMPLOYEES**

ARTICLE 39  
WORK SCHEDULES

**39.1 Establishment of Work Schedules**

The Employer shall have the right to establish the schedules and to determine the classifications required to work each schedule.

**39.2 Breaks**

- A. All maintenance and office clerical employees working eight (8) hours or more in a day shall receive two (2) fifteen (15) minute paid breaks during the day. Such employees who work less than eight (8) hours per day shall receive one (1) fifteen (15) minute paid break.
- B. The work schedules will be set to provide lunch breaks for those employees who request them. The lunch breaks will be a minimum of thirty (30) minutes or a maximum of sixty (60) minutes to be taken as scheduled by management.

**39.3 Shift Adjustments**

Requests for shift adjustments must be submitted in writing with at least twenty-four (24) hours advance notification unless this requirement is specifically waived by the Employer. Such adjustments may include changes in the starting and ending time or the scheduled lunch break for a shift. The Employer reserves the right to approve or deny all requested shift adjustments.

**39.4 Work at Home**

If employees are permitted to perform work at home, actual hours worked shall be treated the same as if the work was performed at the City facility, but no call time or shift differential will apply. No such work shall be performed without specific approval, in advance, by the Employer. The Employer reserves the right to inspect home work sites by appointment for safety purposes and to establish reasonable methods of monitoring actual hours worked.

ARTICLE 40  
SHIFT BIDDING PROCEDURES

**40.1 Posting and Effective Dates**

- A. Work schedules shall be selected by seniority within the classification and will be posted no later than December 1, May 1, and August 1, and take effect on the first Monday of January, the Monday after the school year ends, and the Monday before the school year begins.
- B. If major changes are to be made in the work schedule, the Employer will meet with the Shop Committee prior to the posting. If there are only minor changes or no changes, the Employer will provide the Shop Committee with copies of the schedule in advance of the posting and will meet with the Committee upon request.

**40.2 Order of Bidding/Time Limits**

- A. Work shifts will be bid by seniority within classification. Any employee who does not bid within twenty-four (24) hours of his turn will lose his turn and be passed up. He may re-enter the bidding later, but only from the

1 point to which the bidding has then progressed as determined by the last employee to have actually signed  
2 the bid sheet.  
3

4 For the purpose of defining within twenty-four (24) hours, bidding may be done Monday through Friday from  
5 5:00 AM to 11:00 PM. If the previous employee bids on Friday, the next bidder will have until the same time  
6 on Monday to complete his bid.  
7

- 8 B. The placement on the bid list of employees who return from a medical leave in the middle of a bid period and  
9 the determination of whether there will be a resulting rebid will be decided on a case-by-case basis.  
10

#### 11 **40.3 Method of Bidding**

- 13 A. Bids will be accepted by telephone from employees provided the call is made on the recorded line (832-  
14 5555).  
15

- 16 B. Employees must leave with their supervisor or the office and the Union Steward, a list of first, second, and  
17 third choice bids before going on scheduled leave.  
18

#### 19 **40.4 Rebidding**

- 21 A. If a regular vacancy occurs more than forty-five (45) days before the effective date of the next bid, any open  
22 work shifts will be rebid from the vacancy downward on the seniority list for that job classification. Rebidding  
23 will be done as follows.  
24

- 25 1. Rebidding begins with the next employee in the same job classification following the vacancy.
- 26 2. Rebidding choices are the following.
  - 27 a. The same work shift the employee previously bid.
  - 28 b. The open work shift created by the vacancy.
  - 29 c. Any other unbid work shift.  
30

- 31 B. If a regular vacancy occurs forty-five (45) days or less before the effective date of the next bid, and there is  
32 sufficient time available to justify doing so, employees will be asked in seniority order, from the vacancy down,  
33 if they wish to take the open bid or stay where they are. The employee who is promoted to fill the regular  
34 vacancy will be assigned to the bid that remains. This procedure will be handled administratively, in lieu of  
35 formal rebidding. If this process is not followed because of the circumstances of a particular case, the  
36 employee who is promoted shall be assigned to the open bid which was created by the regular vacancy.  
37

#### 38 **40.5 Right to Assign Unbid Work Shifts**

39  
40 The Employer reserves the right to assign all work shifts not bid to available employees.  
41

### 42 **ARTICLE 41** 43 **DISTRIBUTION OF OVERTIME** 44

#### 45 **41.1 Seniority**

- 47 A. Except as modified elsewhere in this Agreement, work outside the regular hours of work shall be offered to  
48 the senior available employees in that classification of the unit.  
49

- 50 B. The Employer reserves the right to determine the level of classification necessary to perform the available  
51 overtime work. For overtime classification purposes, the Maintenance Division will be divided into two groups:  
52 1) all levels of mechanic classifications; and 2) utility, service and all other classifications. Overtime will be  
53 distributed by seniority within each group or will be assigned by inverse seniority within each group. If there

1 are no employees within a group who are eligible to work overtime, it will then be offered to the other group  
2 provided they meet the minimum qualifications necessary to perform the work.  
3

#### 4 **41.2 Order of Distribution**

5  
6 The order of the distribution of such work shall be determined as follows.  
7

##### 8 A. Voluntary Distribution.

- 9
- 10 1. Overtime will be handled on a voluntary basis whenever possible.
- 11 2. The Employer will provide the opportunity to volunteer for overtime work by posting overtime availability  
12 sheets. Separate sheets will be provided for specific overtime that is known in advance and for  
13 unanticipated overtime. It is the responsibility of each employee to notify his supervisor of his availability  
14 for either type of overtime work by signing the appropriate sheet no later than 10:00 a.m. the day before  
15 such work becomes available (10:00 a.m. Friday for Monday work).
- 16 3. All extra work will be assigned on the basis of seniority to those who have signed for work that day  
17 provided, however, that the employee must be available for at least two (2) hours or the duration of the  
18 work, if less than two (2) hours. Employees will be assigned a shift which results in the most available  
19 hours going to the most senior employee. Employees will not be assigned more than one (1) full shift  
20 until all available employees have been assigned a shift.
- 21 4. Any employee who signs the availability sheet and is assigned extra work or overtime at the time the  
22 following day's work assignments are completed will be obligated to work that shift. If an employee is  
23 called about overtime work after the work assignments are completed he will have the option of accepting  
24 or declining the offered work.

##### 25 26 B. Involuntary Distribution.

- 27
- 28 1. Overtime may be assigned by the Employer on an inverse seniority basis.
- 29 2. Part-time office and maintenance employees may be inverted.
- 30 3. Employees who do not sign the availability sheet will, however, be assigned extra work or overtime only  
31 when the list of available employees becomes exhausted. In that event, extra work will be assigned to  
32 the least senior full-time or part-time employee who is not already scheduled to work.

##### 33 34 C. Splitting of Overtime.

- 35
- 36 1. Single overtime shifts may also be split in the following situations.
  - 37 a. The most senior people who have signed the overtime availability sheet agree to split the time  
38 and the hourly split will not invoke any minimum pay provisions.
  - 39 b. If no agreement on splitting can be reached the most senior person shall have the choice of  
40 taking all or none of the available overtime.
  - 41 c. If, as a result of not being able to reach agreement on splitting the overtime, and the most senior  
42 person waives the overtime, the overtime will be passed to the next senior person(s) who have  
43 signed the availability sheet.
- 44 2. The privilege of splitting overtime shall not supersede the Employer's right to determine the level of  
45 classification necessary to perform the available overtime work.

##### 46 47 48 D. Eligibility for Overtime Work.

- 49
- 50 1. A maintenance or office employee who has bid a full week of vacation or a full week of floating holiday  
51 hours is ineligible for overtime work for that entire calendar week.
- 52 2. A maintenance or office employee who is on vacation or floating holiday for an entire day's work shift(s) is  
53 ineligible for any overtime work during the calendar day(s) he is off.



1 3. A maintenance or office employee who is on vacation or floating holiday for part of a shift is ineligible for  
2 any work during the time he is on vacation or holiday.  
3

4 E. If an employee is excluded from bidding a particular shift in the shop or office based on their classification  
5 qualifications, they will also be excluded from working overtime on that shift.  
6

7 **41.3 Duration of Overtime Work**

8  
9 If the overtime work is the result of an emergency call-in, the employee will work only as long as necessary to handle  
10 the emergency unless directed otherwise by the Employer.  
11

12 **41.4 Errors in Distribution**

13  
14 Management will take all reasonable steps to insure that overtime is distributed properly. The Employer, however,  
15 assumes no financial liability for errors in overtime assignments which result from employee instigated schedule  
16 changes after the final bid is posted.  
17

18 ARTICLE 42  
19 REPORTING FOR WORK  
20

21 **42.1 Maintenance and Office Employee Responsibilities**

22  
23 A. It is understood that personal affairs and obligations will be conducted during non-working hours. Employees  
24 may, with permission from their supervisor, use personal equipment for transit related purposes.  
25

26 B. If the maintenance and/or office employee responsible for opening the facility or reporting first for work is sick  
27 or otherwise unable to report to work, he must call his supervisor or designee at least sixty (60) minutes prior  
28 to the scheduled start of their shift. All other maintenance or office employees should use the recorded line to  
29 report off work and call at least sixty (60) minutes prior to the scheduled start of their shift.  
30

31 **42.2 Paid Leave**

32  
33 Paid leave may be taken on the basis of either a full or partial shift off. Except in the case of an illness or injury that  
34 occurs during an employee's shift, the Employer reserves the right to approve or deny all requests for a partial shift  
35 off.  
36

37 **42.3 Late Reports**

38  
39 All employees covered under this bargaining agreement shall be subject to Article 13-Lates and Miss-outs.  
40

41 ARTICLE 43  
42 UNIFORMS  
43

44 A. Coveralls or other appropriate clothing will be furnished for maintenance employees.  
45  
46

47 B. Shop clothing may be worn only during the course of work and for travel directly to and from the place of  
48 employment.  
49

50 C. The Employer administratively provides uniform articles to certain other groups of employees. The decision  
51 to provide uniforms to such employees and the number of items to be provided are solely at the discretion of  
52 the Employer. The current uniform allocations for these other employee groups include the following:  
53

**Communication Technicians**

**Maintenance Employees**

1 sweater

1 winter jacket  
coveralls/work pants and shirts

Office personnel are not required to wear their uniforms to work on a daily basis. They may wear any appropriate office attire. They may, however, be required to wear their uniform when representing Valley Transit in public or official business or when requested to do so by management.

ARTICLE 44

MISCELLANEOUS OFFICE AND MAINTENANCE PROVISIONS

**44.1 Tool Allowance**

All regular full-time mechanics shall be eligible for an annual tool allowance. Employees may purchase new or replacement tools or repair of tools used during the course of employee’s work. Reimbursement will be made by submitting to the office the purchase receipts signed by the Maintenance Supervisor. Approval of Maintenance Supervisor prior to purchase is recommended. The tool allowance will be five hundred dollars (\$500).

**44.2 Premium Pay – Mechanics**

- A. Mechanics shall receive an additional \$.05 per hour for each ASE Certification received and maintained by the employee. Only those certifications which are authorized in advance by the employer shall be eligible for the \$.05 per hour payments, except that certifications currently held will be reviewed by the employer for eligibility payment.
- B. The Employer will pay the testing fee for any approved ASE testing or re-testing. The employees shall take the ASE tests on their own time and at their own expense.
- C. In order for a Mechanic II to remain in the Mechanic II classification (s)he must receive and maintain all ASE certifications required by the employer. Any Mechanic II who does not receive and maintain all ASE certifications required by the employer may be, based on the needs of the employer, reclassified to a Mechanic I (position title and pay).
- D. The Employer may hire at the Mechanic I or II level.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of  
2 \_\_\_\_\_,2016.  
3  
4  
5  
6

7 **CITY OF APPLETON:**

**TEAMSTERS LOCAL UNION NO. 662**

8  
9  
10  
11 \_\_\_\_\_  
12 Timothy M. Hanna  
13 Mayor  
14

\_\_\_\_\_   
Beth Kirchman  
Business Representative

15  
16 *Attest:*  
17

18  
19 \_\_\_\_\_  
20 Kami Lynch  
21 City Clerk  
22

23  
24 *Provision has been made to pay any*  
25 *liability which may accrue under*  
26 *this Agreement:*  
27

28  
29 \_\_\_\_\_  
30 Anthony Saucerman  
31 Director of Finance  
32

33  
34 *Approved as to form:*  
35

36  
37 \_\_\_\_\_  
38 James P. Walsh  
39 City Attorney  
40

41  
42 \_\_\_\_\_  
43 Sandra Behnke  
44 Director of Human Resources

<b>VALLEY TRANSIT SALARY SCHEDULE</b>	<b>2017</b>
	2%
<b>BUS DRIVER</b>	
Base Wage	\$ 17.56
WAGE AFTER 12 MONTHS	\$ 18.39
WAGE AFTER 24 MONTHS	\$ 18.73
WAGE AFTER 36 MONTHS	\$ 19.89
WAGE AFTER 48 MONTHS	\$ 21.05
WAGE AFTER 60 MONTHS	\$ 22.24
WAGE AFTER 72 MONTHS	\$ 23.41
<b>STANDBY DRIVER OFFICE CLERK</b>	\$ 18.27
WAGE AFTER 12 MONTHS	\$ 18.91
WAGE AFTER 24 MONTHS	\$ 19.19
WAGE AFTER 36 MONTHS	\$ 20.10
WAGE AFTER 48 MONTHS	\$ 21.01
WAGE AFTER 60 MONTHS	\$ 21.93
WAGE AFTER 72 MONTHS	\$ 22.83
<b>BUS PAINTER</b>	\$ 23.47
<b>CLEANING PERSON</b>	\$ 18.48
<b>MECHANIC I</b>	
START 75% OF BASE WAGE	\$ 17.61
80% OF BASE WAGE AFTER 6 MONTHS	\$ 18.78
85% OF BASE WAGE AFTER 12 MONTHS	\$ 19.95
90% OF BASE WAGE AFTER 18 MONTHS	\$ 21.12
95% OF BASE WAGE AFTER 24 MONTHS	\$ 22.30
100% OF BASE WAGE AFTER 30 MONTHS	\$ 23.47
<b>MECHANIC II</b>	
START 75% OF BASE WAGE	\$ 18.83
80% OF BASE WAGE AFTER 6 MONTHS	\$ 20.08
85% OF BASE WAGE AFTER 12 MONTHS	\$ 21.34
90% OF BASE WAGE AFTER 18 MONTHS	\$ 22.59
95% OF BASE WAGE AFTER 24 MONTHS	\$ 23.85
100% OF BASE WAGE AFTER 30 MONTHS	\$ 25.10
<b>LEAD MECHANIC</b>	
START 75% OF BASE WAGE	\$ 19.52
80% OF BASE WAGE AFTER 6 MONTHS	\$ 20.83
85% OF BASE WAGE AFTER 12 MONTHS	\$ 22.12
90% OF BASE WAGE AFTER 18 MONTHS	\$ 23.43
95% OF BASE WAGE AFTER 24 MONTHS	\$ 24.72
100% OF BASE WAGE AFTER 30 MONTHS	\$ 26.03

<b>VALLEY TRANSIT SALARY SCHEDULE</b>	<b>2017</b>
	2%
<b>SERVICE PERSON</b>	
Base Wage	\$ 16.83
WAGE AFTER 12 MONTHS	\$ 17.64
WAGE AFTER 24 MONTHS	\$ 17.96
WAGE AFTER 36 MONTHS	\$ 19.08
WAGE AFTER 48 MONTHS	\$ 20.22
WAGE AFTER 60 MONTHS	\$ 21.34
WAGE AFTER 72 MONTHS	\$ 22.46
<b>SERVICE PERSON-PT</b>	
Base Wage	\$ 16.83
WAGE AFTER 12 MONTHS	\$ 17.31
WAGE AFTER 24 MONTHS	\$ 17.51
WAGE AFTER 36 MONTHS	\$ 18.19
WAGE AFTER 48 MONTHS	\$ 18.86
WAGE AFTER 60 MONTHS	\$ 19.54
WAGE AFTER 72 MONTHS	\$ 20.22
<b>UTILITY PERSON</b>	
Base Wage	\$ 15.10
WAGE AFTER 12 MONTHS	\$ 15.81
WAGE AFTER 24 MONTHS	\$ 16.11
WAGE AFTER 36 MONTHS	\$ 17.13
WAGE AFTER 48 MONTHS	\$ 18.15
WAGE AFTER 60 MONTHS	\$ 19.13
WAGE AFTER 72 MONTHS	\$ 20.13
<b>COMMUNICATION TECHNICIAN</b>	
Base Wage	\$ 17.49
WAGE AFTER 12 MONTHS	\$ 17.97
WAGE AFTER 24 MONTHS	\$ 18.45
WAGE AFTER 36 MONTHS	\$ 18.93
WAGE AFTER 48 MONTHS	\$ 19.41
WAGE AFTER 60 MONTHS	\$ 19.89
WAGE AFTER 72 MONTHS	\$ 20.38

Exhibit A

**LETTER OF UNDERSTANDING**

**SICK LEAVE BANK**

This Letter of Understanding outlines an agreement reached between the City of Appleton and the Teamster Local #662 Valley Transit during negotiations for a 2017 Collective Bargaining Agreement. The Letter of Understanding applies to the elimination of the second sick leave bank. The following employees shall be grandfathered with the total amount of hours in their second sick leave bank as of March 11, 2011:

Carol Hartlaub

Jeffrey Pellegrini

Randy Stammer

Gerald Fischer

Michael Guyette

Employees will have access to use the second sick leave bank while employed with the City and such leave is not eligible for any type of payout upon leaving the City.

\_\_\_\_\_  
For the City of Appleton

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING  
SCHEDULE CHANGE AGREEMENT**

A. Four types of schedule changes are allowed as listed below:

1. Bid changes – are in effect for an entire bid period – are voided in a rebid (not in a reshuffle) – must be submitted within the specified period prior to the start of the bid.
2. Partner's rights – a driver is allowed to take his/her partner's open shift on a daily or weekly basis. The most senior primary partner has first choice; however, weekly partner's rights take precedence over daily partner's rights. The partner requesting daily partner's rights must already be scheduled to work that day.
3. Switches - a switch is a schedule change between two or more operators that lasts a maximum of one week.
4. Giveaways - an operator may request to give a work day or shift away without receiving off-setting hours in return. Up to six (6) requests per calendar year will be granted. Available part time or stand-by operators will fill the giveaway work.

B. General restrictions

1. Schedule change requests are subject to management approval.
2. Schedule changes will not be granted if they directly or indirectly result in overtime, "inversing" or additional report times.
3. Schedule change requests must be submitted by 10:00 A.M. the day before the request (Friday for Monday). Standbys may request a later schedule change by speaking to a supervisor and filling out a request form.
4. Daily partner's rights must result in the driver working the same number of hours they were originally scheduled. If this is not possible, an operator may waive up to one (1) hour per day to a maximum of two (2) hours per week. An operator may use vacation or holiday time to supplement any lost hours.
5. An approved schedule change cannot normally be undone or modified once it has been approved.
6. Management shall not be held responsible for any errors that occur in the dispatching of schedule changes, nor shall the administration of the giveaway policy be subject to the grievance procedure.
7. Operators who are party to a schedule change or a giveaway assignment are responsible for checking their work assignment.
8. Only full shifts may be given away – previous schedule changes may be given away.
9. Giveaway requests must be time punched and submitted no earlier than two weeks and no later than 10:00 A.M. the day before (Fri. for Mon.) the desired giveaway. Requests will be considered in the order they are time punched.
10. Any hours that a stand-by operator would have normally been assigned during the period of his giveaway will be subtracted from his guarantee.

11. Giveaways will be assigned to stand-by operators in bid rotation order, with preference given Monday through Thursday to any part-time operators (stand-by or bid) who have signed the overtime board by 10:00 A.M. the previous day (Fri. for Mon) and designated "G". (NOTE: These hours will count toward the guarantee and will allow management to assign more than the 29.75 maximum up to 40 hours).

This side letter will expire on December 30, 2017.

\_\_\_\_\_  
For the City

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date



## MEMORANDUM OF UNDERSTANDING

The City and Union agree to modify 18.1, 18.2 and 32.5 as follows:

### 18.1 Legal Holidays

All regular full-time employees shall receive forty-eight (48) hours of holiday pay annually at their regular straight time rate. This forty-eight (48) hours will be placed into a bank and must be used to cover bid hours for the holidays listed below until the holiday bank is exhausted.

	<u>2017</u>
New Year's Day	January 1
Memorial Day	May 29
Independence Day	July 4
Labor Day	September 4
Thanksgiving Day	November 23
Christmas Day	December 25

Benefits under this article are effective on the 61st calendar day of employment.

### 18.2 Holiday Pay

- A. Legal Holidays Full-time Drivers: Legal holiday hours will be kept in a separate bank of hours and used based on the number of hours a driver would have worked on the designated holiday. Any unused legal holiday bank at the end of a calendar year will be paid to the employee in one of the following ways; rolled to the following year, as floating holiday, (subject to 19.2D), to the employees (PEHP) Post Employment Health Plan or to the employees (HSA) Health Savings Account. The payout option will be the choice of the employee but must be only one of the three options listed. If no payout election is made the remaining balance will be paid into the PEHP. In the event that an employee has exhausted the forty-eight (48) hour bank, the employee shall be given the option to take unpaid leave or to substitute vacation pay for the remaining holidays.
- B. Any employees required to work on any of the aforementioned paid holidays shall receive two (2) times their base pay for all hours worked in addition to the holiday pay.
- C. In order that employees be eligible for holiday pay, they must work their entire regularly scheduled work day immediately preceding and following the holiday. Exceptions will be granted for employees who are on paid leave or who are off as a result of an approved schedule change. **Holiday hours will count toward guarantee hours and weekly maximum.**

Article 32.5 Legal Holidays Full-time Stand by Drivers: Stand-by drivers shall receive their six (6) legal holidays listed in Article 18.1 in a floating holiday bank based on the number of holidays that fall within their bid. (bid to bid)

Both parties have the option to continue this Memorandum of Understanding into 2018 if there is no contract settlement prior to December 31, 2017 or to sunset the Memorandum if either party incurs hardships with the new process.

\_\_\_\_\_  
For the City

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date