

2024-2026 AGREEMENT
 Between
 THE CITY OF APPLETON
 and
 TEAMSTERS LOCAL UNION #662
 covering
 VALLEY TRANSIT EMPLOYEES

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 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, 2024 to and including December 31, 2026 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. The Union, as exclusive Representative of all employees in the bargaining
48 unit, will represent all employees fairly and equally.
49
- 50 C. The Union acknowledges that staffing levels are not a mandatory subject of bargaining.
51
52
53
54

ARTICLE 4
UNION SECURITY

4.1 Fair Share Deduction

The Employer agrees to deduct from the pay of all employees covered by this Agreement, who have an application on file with the Union, 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. The Union shall indemnify and hold harmless the Employer from any claims against the Employer for Union 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. 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.
- D. 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 and/or designee of their presence.
- E. 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.

1
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 6.2 Bonds
13

14 The Employer shall not require any employee to give bond.
15

16 6.3 Hire Rate
17

18 The General Manager, with approval of the Human Resources Director will have the ability to hire new employees at
19 any step of the pay scale as deemed appropriate to recognize the experience level of the applicant.
20

21 6.4 Probationary Period
22

23 A. There shall be a probationary period of six (6) months after in-service for all new employees hired for regular
24 positions. This period may be extended by mutual agreement between the Employer and the Union.
25

26 B. Temporary employees who are hired on a regular basis prior to working 1000 hours in a twelve (12) month
27 period shall be required to serve the full probationary period provided for in Paragraph "A" above, regardless
28 of the number of hours they worked as a temporary employee.
29

30 6.5 Seniority
31

32 A. Unless otherwise modified elsewhere in this Agreement, seniority rights shall prevail. Seniority for all
33 employees shall prevail on the following basis.
34

- 35 1. Full-time Drivers.
 - 36 2. Part-time Drivers.
 - 37 3. Maintenance employees.
 - 38 4. Office clerical employees.
- 39

40 Seniority lists of employees shall be posted in a conspicuous place. Any disagreement concerning an
41 employee's seniority shall be subject to the grievance procedure.
42

43 B. Seniority for regular employees shall be determined by the length of service of the employee and shall
44 commence upon completion of training (driver place in-service). If an employee attains regular full-time status
45 and is later involuntarily reduced to part-time, that employee shall be considered to have more seniority for all
46 purposes than any other part-time employee. An employee who voluntarily reduces to part-time shall be
47 placed on the part-time seniority list based on original date of hire, but not higher on that list than any
48 employee who was involuntarily reduced to part-time. An employee's seniority is nullified in the following
49 circumstances.
50

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

1
2 C. Seniority lists of all employees covered by this Agreement shall be furnished by the Employer to the Union
3 upon request.
4

5 **6.6 Job Posting**

6
7 A. Qualification Standards.
8

- 9 1. Job postings shall include the qualification standards for the position, where such standards have been
10 developed.
11 2. The Employer will provide qualification standards to the Union before utilizing them in the posting
12 procedure. The standards shall not be arbitrary and capricious. The Union reserves the right to grieve
13 the reasonableness of the standards.
14

15 B. For purposes of this Article, the "Divisions" shall be as follows.
16

- 17 1. Full-time and part-time drivers.
18 2. Maintenance employees.
19 3. Office clerical employees.
20

21 C. Posting Procedure.
22

23 A new job or vacancy shall be filled as follows.
24

- 25 1. Posted on the bulletin board for five (5) working days.
26 2. The Steward will be furnished copies of the original and the completed postings.
27 3. Employees desiring posted job shall sign such notice.
28 4. The employee oldest in seniority within the Division who meets the qualification standards of the position
29 shall be eligible for the trial period. If no standards are included in the posting, the employee oldest in
30 seniority in the Division shall be eligible for the trial period.
31

32 D. Trial Periods.
33

- 34 1. Employees may request to return to their prior position during the first ten (10) working days of the trial
35 period. A request to return shall be honored within two (2) weeks.
36 2. A trial period in which to qualify for the job shall be given as follows.
37 a. For vacancies in the Master Mechanic and Communication Technician classifications the trial period
38 shall be up to sixty (60) days. This initial sixty (60) day trial period may be extended to one hundred
39 twenty (120) days upon written request by the Employer to the Union prior to the expiration of the
40 initial period.
41 b. For vacancies in all other classifications the trial period shall be up to thirty (30) days. This initial
42 thirty (30) day trial period may be extended to sixty (60) days upon written request by the Employer to
43 the Union prior to the expiration of the initial period.
44 3. Employees serving a trial period shall not be eligible to sign a job posting for a different position during
45 that trial period.
46

47 E. Any new job or vacancy shall initially be posted only in the Division where the vacancy occurs. Any vacancy
48 not filled from within a Division shall be posted department wide before a new employee is hired. Such
49 posting may be made simultaneously with the posting provided for in Paragraph "C" above if the Employer
50 determines it would be proper to do so to expedite the process. These postings shall be as provided in
51 Paragraph "C" above.
52

53 F. Temporary vacancies will be filled as follows.
54

- 1 1. The Employer retains the right to determine which temporary vacancies will be filled on a case-by-case
2 basis. The Employer will not, however, utilize the temporary vacancy provision to fill vacancies caused
3 solely by employee vacations or to circumvent the procedures set forth in Paragraph "C" above.
4
- 5 2. Temporary vacancies shall be posted on the bulletin board for five (5) working days. If a full-time driver
6 vacancy is to be filled during a bid period, the Employer will simultaneously post the full-time vacancy and
7 anticipated vacancies for part-time drivers.
8
- 9 3. The procedure for filling full-time vacancies will be handled on a case-by-case basis. One (1) of the two
10 (2) options listed below will be followed however, any permanent schedule changes involving the open
11 bid will remain in effect for the balance of the bid period:
 - 12 a. If the duration of the temporary vacancy is known, and sufficient time is available to justify doing so,
13 employees will be asked in seniority order, from the vacancy down, if they wish to take the open bid.
14 The employee who is promoted to fill the temporary vacancy will be assigned to fill the bid that
15 remains.
 - 16 b. If the particular case makes it impractical to perform the administrative reshuffle, the partner of the
17 absent driver will be offered partner's rights, as defined below, for the entire duration of the vacancy.
18 When a driver takes partner's rights in such a case it will be considered a permanent schedule
19 change, thus allowing the driver to make other schedule changes as desired. The employee who is
20 promoted to fill the temporary vacancy will be assigned the bid that remains.

21
22 Partner's Rights: Partners are drivers who operate the same run. If a partner is going to be
23 scheduled off (vacation, PTO, Floating holiday, sick leave, etc.) and it is known by 10:00 a.m. of the
24 previous day (10:00 a.m. Friday for Saturday, Sunday, and Monday) the daily partner has first choice
25 to the work schedule of the open run, however, weekly partners rights take precedence over daily
26 partner's rights. When more than two people work a run, the most senior partner shall have first
27 choice to the open work. The partner requesting daily partners rights must already be scheduled to
28 work that day.
29

- 30 4. When part-time vacancies are filled, employees will be asked in order of seniority, from the vacancy
31 down, if they wish to take the open bid. The newest person hired will be assigned to the bid that remains.
32 This procedure will also be handled administratively, in lieu of formal re-bidding.
33
- 34 5. All affected employees will revert to their previous status and work assignment under the following
35 circumstances:
 - 36 a. When the employee whose absence created the temporary vacancy returns to work.
 - 37 b. With the effective date of the next run bid period.
- 38
- 39 6. If the Employer decides to leave any vacancies unfilled, the above administrative bidding procedure will
40 not be followed and the remaining work will become available for stand-by drivers or for other employees.
41
- 42 G. Vacancies may be filled for a maximum of six (6) working days without posting and without regard to seniority.

43 44 **6.7 Seniority Upon Promotion/Transfer**

45 46 **A. Non-Represented Position.**

47
48 An employee assigned or promoted, with their consent, to a position with the Employer for which there is no
49 bargaining agent and who subsequently is reassigned or voluntarily returns to work within this bargaining unit,
50 provided the employee returns within one (1) year, shall not lose seniority as the result of such transfer or
51 promotion, but shall accumulate seniority during the period thereof. Such employee, upon returning to work
52 within this unit, shall be permitted to exercise their seniority to apply for any posted vacancy within the unit at
53 the time of their return. If no vacancy exists at that time, the employee shall return to work available until such
54 time as their seniority permits them to receive another job through posting. Any resulting layoffs shall be in

1 accordance with Article 6.8. The Union shall be notified in writing of such transfers or promotions. If the
2 employee so transferred or promoted does not return to work in the bargaining unit within one (1) year from
3 date of such transfer or promotion, the employee 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 qualifications. This shall not apply to temporary positions.
9

10 **6.8 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 their ability to do the job within (30)
20 days, the employee will have the option to bump another less senior employee in a different classification and
21 must demonstrate their ability to do the job within thirty (30) days. If unable to demonstrate their ability to do
22 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, based on the employee's qualifications.
30

31 **6.9 Recall Procedure**
32

- 33 A. In re-employing those who have been laid off because of a reduction in forces, the employees on the seniority
34 list having the greatest length of service in the bargaining unit shall be called back first, provided they are
35 qualified to perform the available work.
36
- 37 B. A laid off employee shall be given notice of recall by a call to the employee's phone from the recorded line.
38 The employee must respond to such notice within three (3) days after receipt thereof and must actually report
39 to work in seven (7) days after receipt of such notice unless otherwise mutually agreed to. This notice
40 requirement may be waived by the employee in writing, at the time of layoff, provided that copy of such waiver
41 is sent to the Union.
42
43
44

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, 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) working days of the incident or the Employer's knowledge of the incident, or in a matter relating to an accident, within ten (10) working 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. Working days are any week day excluding Saturdays, Sundays, and holidays.

ARTICLE 8
GRIEVANCE PROCEDURES

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4 **8.1 Time Limits**

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6 Any grievance must be presented in writing within ten (10) working days of its occurrence or discovery or it shall not
7 be subject to the grievance procedure. Working days are any week days excluding Saturdays, Sundays, and
8 holidays.
9

10 **8.2 Grievance Hearing Steps**

11 A grievance shall be processed as follows.

- 12
13
14 A. A grievance shall be reduced to writing and submitted in person to the employee's supervisor. The supervisor
15 will have up to seven (7) working days, from the date that the grievance was first officially submitted, to
16 schedule a Step 1 hearing and discuss with the employee and the Steward, if requested, the basis for the
17 grievance. The supervisor shall then respond in writing within seven (7) working days to the status of the
18 grievance. If the grievance is not resolved, the grievance shall be taken to Step 2 provided it is done within
19 five (5) working days from the date that the employee officially receives the supervisor's written decision.
20
21 B. The Steward shall then present the grievance to the General Manager and/or designee. The General
22 Manager will have up to five (5) working days, from the date of the Steward's presentation, to schedule a Step
23 2 hearing. The General Manager will meet with the Steward and the employee, if requested, and then
24 respond in writing within seven (7) working days of such meeting. A copy of this response shall be provided
25 to the Steward and the Local Union Office. If this solution is not satisfactory, the process shall move to Step
26 3, provided it is done within five (5) working days from the date the written statement is received by the Union.
27
28 C. The Local Union shall then present the grievance to the Director of Human Resources and/or designee. The
29 Director of Human Resources will have up to seven (7) working days, from the date of the Local Union's
30 presentation, to schedule a Step 3 hearing. The Director of Human Resources or designee will meet with the
31 Union and then respond in writing within seven (7) working days of such meeting. If the grievance is not
32 satisfactorily resolved, either party may notify the other within five (5) working days from receipt of the written
33 statement of their desire to arbitrate.
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ARTICLE 9
ARBITRATION

38 **9.1 Time Limits**

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40 Any grievance relative to the interpretation or application of this Agreement, which cannot be adjusted by conciliation
41 between the parties, may be referred by either party hereto, within five (5) working days to the Wisconsin Employment
42 Relations Commission for the appointment of a panel of five (5) arbitrators from its staff.
43

44 **9.2 Authority of the Arbitrator**

- 45
46 A. The arbitrator shall conduct hearings and receive testimony relating to the grievance and shall submit findings
47 and decision. The decision of the arbitrator shall be final and binding on the employee, the Employer and the
48 Union.
49
50 B. It is understood that the arbitrator shall not have the authority to change, alter or modify any of the terms or
51 provisions of this Agreement.
52
53
54

1
2 **9.3 Distribution of Costs**

- 3
4 A. The expense of the arbitrator, and the WERC filing fee, shall be divided equally between the parties to this
5 Agreement.
6
7 B. The grievant and up to one authorized representative as defined in Article 4.2 shall suffer no loss of pay for
8 working hours spent at the arbitration hearing.
9

10 **ARTICLE 10**
11 **ALCOHOL AND DRUG USE**

12
13 **10.1 Policy**

14
15 The parties agree to comply with all State and Federal laws and regulations relating to the use of alcohol and other
16 drugs. The City of Appleton Drug and Alcohol Free Workplace Policy shall be binding on both parties. The City
17 agrees to notify the Union of any proposed changes to said policy and to negotiate any mandatory subjects of
18 bargaining which may be contained in the changes, except that any changes required in order to meet the
19 requirements of any State or Federal law or regulation may be made by the Employer, with or without prior notice. In
20 cases where notice of the proposed change is not required, the City shall provide notice of the completed change to
21 the Union within thirty (30) days of the change.
22

23 **10.2 Discipline**

- 24
25 A. Refusal of an employee to participate in any legal testing procedure for alcohol or drug intoxication shall
26 constitute a presumption of intoxication and shall constitute the basis of discharge without the receipt of a
27 prior warning letter.
28
29 B. If test results demonstrate the presence of any breath alcohol concentration, the employee shall be subject to
30 discipline without receipt of a prior warning letter based on the following schedule.
31
32 1. Concentration equal to or above .04 of alcohol in 210 liters of breath -- discharge,
33 2. Any concentration equal to or above .02 grams but less than .04 grams of alcohol in 210 liters of breath -
34 - suspension without pay for the balance of the work day plus one day.
35
36 C. In addition to the above, any employee who has a breath alcohol concentration of less than .04 in 210 liters of
37 breath shall be required, as a condition of continued employment, to submit to an assessment under the
38 Employee Assistance Program and to comply fully with any recommendations made under that program.
39
40 D. Any employee who has been suspended pursuant to the above and who subsequently has a positive breath
41 alcohol test shall be subject to immediate discharge. A breath alcohol level of less than .02 grams in 210
42 liters of breath shall be considered a negative test.
43
44 E. If test results are positive for controlled substances, the employee shall be subject to discharge without
45 receipt of a prior warning letter.
46
47 F. All FTA drug and alcohol testing will be conducted in accordance with 49CFR part 40 as amended. The
48 parties agree that the results of an FTA approved testing process administered by a certified technician shall
49 be presumed accurate, cannot be challenged and are not subject to the grievance procedure.
50

51 **10.3 Leave of Absence – Prior to Testing**
52

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

19 ARTICLE 11
20 ACCIDENTS
21

22 **11.1 Accident Reports**

23
24 Accident reports must be made out the day of occurrence, if possible to do so.
25

26 **11.2 Accident Review Committee**

- 27
- 28 A. An Accident Review Committee shall be maintained that consists of two (2) drivers elected for staggered
29 twenty-four (24) month terms (effective January 1, of even and odd years), two (2) management personnel,
30 and a neutral individual with experience in motor vehicle safety. Committee members or their substitute will
31 be paid for meetings in accordance with Article 16.7A.
32

33 If a driver member of the Accident Review Committee has an accident to be reviewed, a substitute member
34 will be appointed for that meeting. The substitute will generally be a former Committee member.
35

36 If an employee who has an accident being reviewed is working during the time that the review meeting is
37 held, that employee, upon request, will be relieved from their shift while their accident is being reviewed and
38 will not suffer any loss of pay to attend said meeting.
39

- 40 B. The Accident Review Committee shall determine if accidents were preventable or non-preventable.
41
- 42 1. A preventable accident shall be defined as any occurrence involving a Valley Transit vehicle in which the
43 employee failed to do everything they could have done to prevent the occurrence through reasonable
44 defensive driving practices.
- 45 2. The National Safety Council publication "A Guide to Determine Accident Preventability" shall be used in
46 determining whether accidents were preventable or non-preventable.
47

- 48 C. The following types of occurrences will be considered incidents and will not be subject to review by the
49 Accident Review Committee.
50
- 51 1. Collision Incident – Any collision occurrence caused by an act of nature (wind, water, hail, ice, snow) or
52 by an object coming into contact with the bus that is beyond the reasonable control of the employee to
53 avoid.
54 Examples: Tree limb falls on bus; caught in a hail storm; snowball thrown at bus; rock thrown up;

1 ball rolls into street; bird flies into side of bus.

2 2. Passenger Fall Incidents –

- 3 a. Any fall that occurs when the bus is parked and stationary.
4 b. Any fall that occurs completely outside the bus.
5 c. If a passenger falls while the bus is making a routine stop.
6

7 A supervisor will document all passenger falls on the Supervisor's Incident Form. If the stop was not
8 routine, the fall will continue to be handled through the Accident Review Committee.
9

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

15 All other types of occurrences will be treated as accidents.

- 16
17 D. Minor accidents with fixed objects, (*i.e.*, mirror dings, bumper touches or scuffs, etc.), where serious public
18 safety issues are not compromised, will not be reviewed by the Accident Review Committee. Instead they will
19 be listed as a minor preventable accident resulting in discipline by means of a written oral warning. After
20 three (3) accidents of this type within a three hundred sixty-five (365) day period, retraining will be conducted
21 at the employee's regular hourly rate of pay with no loss of pay or suspension incurred. These accidents will
22 not be subject to discipline under Section 11.3 Discipline of this Article in the Labor Agreement. (Note:
23 Normally, written oral warnings do not remain in effect for three hundred sixty-five (365) days; see Article 7.1-
24 B. However, in this particular situation, on a non-precedent setting basis, all written oral warnings
25 documenting minor accidents as presented above will remain in effect for three hundred sixty-five (365) days
26 from the date of the occurrence of a minor accident. These written oral warnings will be used exclusively as a
27 tool or means to track the number of minor accidents a particular employee has in a three hundred sixty-five
28 (365) day period. In addition, this specific written oral warning will not be used in any way for the purpose of
29 further progressive discipline in the future, they merely cease to exist after the expiration of the
30 aforementioned time limitation.)
31

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

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

- 42 E. The Accident Review Committee, if agreed upon unanimously, can determine if any accident/incident or minor
43 accidents shall be reviewed at all.
44
45 F. The determination of preventable or non-preventable by the Accident Review Committee shall not be subject
46 to the grievance procedure.
47

48 **11.3 Discipline**

- 49
50 A. Employees who are involved in a preventable accident may be subject to discipline.
51
52 B. The Employer shall have the option of retraining an employee in lieu of all or part of a suspension without pay
53 for involvement in a preventable accident under the following conditions.
54

- 1 1. A normal schedule of progressive discipline that would have reasonably led to a suspension must be
2 followed before the retraining option may be invoked. The disciplinary exception noted in Article 7.1-A, 4
3 will still apply if appropriate.
- 4 2. The retraining shall have the same weight and effect as the equivalent suspension would have had in any
5 future progressive discipline.
- 6 3. The hours spent in retraining will be considered equal to the same number of suspension hours.
- 7 4. Unless different hours are mutually agreed upon, the retraining must be scheduled to coincide with the
8 employee's normal shift for that day.

- 9
10 C. A stand-by driver who is suspended as a result of a preventable accident shall have their guarantee reduced
11 by eight (8) hours for each day of the suspension administered.

12
13 ARTICLE 12
14 SAFETY EQUIPMENT

15
16 12.1 Furnishing of Equipment

- 17
18 A. The Employer shall furnish all required safety equipment or protective clothing, except as hereinafter
19 modified. The safety equipment or protective clothing furnished by the Employer shall be used only in the
20 course of an employee's work.
- 21
22 B. Any employee who refuses or repeatedly fails to use the safety equipment furnished or required by the
23 Employer shall be subject to disciplinary action.

24
25 12.2 Maximum Employer Contribution

- 26
27 A. Any employee who is required by the Employer to wear safety glasses, shall, if the employee does not require
28 corrective lenses, be provided with non-prescription safety glasses by the Employer. If such employee
29 requires corrective lenses, the Employer shall contribute \$25.00 toward the glasses and if the employee
30 requires bifocal lenses, the Employer shall contribute \$35.00 toward the glasses.
- 31
32 B. Any employee who is required by the Employer to wear safety shoes shall receive an annual allowance of
33 fifty-five dollars (\$55) towards safety shoes. The annual allowance will be paid on the first paycheck in April
34 each year.

35
36 ARTICLE 13
37 LATES AND MISS-OUTS

38
39 13.1 Lates

40
41 A "late" is defined as anytime an employee fails to punch in by the scheduled start of their shift but reports for work
42 within two (2) hours after the scheduled starting time. The manner in which the employee is required to report for
43 work and the discipline levied for a late will vary depending on the length of shift or piece of work involved.

44
45 A. Reporting for Work

- 46
47 1. For a shift or piece of work that is three (3) hours or more in duration, the employee must punch in within
48 two (2) hours of the scheduled start or the employee will be considered a miss-out.
- 49 2. For a shift or piece of work that is less than three (3) hours in duration, the employee must either punch in
50 or telephone the office at 832-5555 within two (2) hours of the scheduled start or the employee will be
51 considered a miss-out.

52
53 B. Discipline.

- 1
- 2 1. A shift or piece of work three (3) hours or more duration:
- 3 a. An employee who punches in no more than five (5) minutes after the scheduled start time will be
- 4 charged with a "late" but will be permitted to work the entire shift or piece of work.
- 5 b. An employee who punches in at least six (6) minutes but less than two (2) hours after the scheduled
- 6 start of the shift or piece of work will be charged with a "late", docked two (2) hours pay and will
- 7 complete the remainder of the shift or piece of work.
- 8 2. A shift or piece of work less than three (3) hours in duration.
- 9 a. An employee who punches in no more than five (5) minutes after the scheduled start time will be
- 10 charged with a "late" but will be permitted to work the entire shift or piece of work.
- 11 b. An employee who punches in or telephones at least six (6) minutes but less than two (2) hours after
- 12 the scheduled start of shift or piece of work will be charged with a "late", will not work and will lose
- 13 pay for the entire shift or piece of work.
- 14

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

16

17 **13.2 Miss-outs**

18

19 A. Definition.

20 A "miss-out" is defined as follows.

- 21
- 22
- 23 1. Any time that an employee fails to punch in within two (2) hours of the scheduled start of the shift or piece
- 24 of work of three (3) hours or more in duration.
- 25 2. Any time that an employee fails to either punch in or to telephone the office at 832-5555 within two (2)
- 26 hours of the scheduled start of a shift or piece of work that is less than three (3) hours in duration.
- 27

28 B. Discipline.

- 29
- 30 1. If an employee misses-out, the employee shall not work the shift or piece of work that they missed-out on
- 31 and will not receive any pay for it. The employee may fill in on their own or other runs in an emergency.
- 32 If an employee misses-out on the first part of a work day that has two separate report times, the
- 33 employee will be eligible to work starting with the second report time but will be subject to a second miss-
- 34 out for that day. If there are not separate report times, the employee will not be eligible to work that day,
- 35 except in an emergency, but will only be subject to one miss-out for that day.
- 36 2. In addition to not working their scheduled shift, an employee that misses-out may also be subject to
- 37 suspension without pay depending on the number of miss-outs that employee has experienced during the
- 38 previous twelve (12) months. Those suspensions will be imposed in accordance with the following
- 39 schedule and served at the direction of the General Manager:
- 40

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

- 41
- 42
- 43
- 44
- 45
- 46
- 47
- 48 3. If an employee accumulates five (5) miss-outs or any combination of seven (7) lates and/or miss-outs in a
- 49 twelve (12) month period, the employee will automatically be discharged.
- 50 4. A stand-by driver who is suspended for miss-outs in accordance with Paragraph 2 above shall have their
- 51 guarantee reduced by eight (8) hours for each day of suspension administered.
- 52

53 C. Exceptions for Lates and Miss-outs

54

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

37 ARTICLE 14
38 MISCELLANEOUS GENERAL PROVISIONS
39

40 14.1 Physical Examinations
41

42 The Employer shall pay the cost of any physical examination including Federal Medical Physical Exams, which it
43 requires of any employee. The Employer shall not be responsible for the cost of any medical follow-up exams with
44 personal physicians as a result of any employer required exam.
45
46
47
48

49 14.2 Letters of Reference
50

51 The Employer agrees to furnish upon request a letter of reference to the respective employee at the time of
52 termination.
53

54 14.3 Reimbursement of Job-related Schooling

1
2 The Employer shall pay for any job-related schooling, which it requires of employees. Employees who successfully
3 complete other job-related continuing education courses shall be reimbursed for one-half (1/2) the cost of tuition and
4 books subject to available funds. The City's reimbursement for each class will be based on the UW System rates.
5 Participation in such courses must be approved, in advance, by the Department Head and the Director of Human
6 Resources. Successful completion shall mean a passing grade if the course or program is graded on a pass/fail basis
7 or a grade of "C" or better if letter grades are issued. An employee must remain employed in good standing for a
8 period of two years after the completion of such course, if an employee exits employment prior to this time frame they
9 will be required to reimburse the Employer.

10
11 **14.4 Inclement Weather**

12
13 During periods of inclement weather, the Mayor and/or designee may deem it appropriate for safety reasons to direct
14 non-essential personnel not to report for work or to send such employees home.

15
16 Employees who are sent home will be paid in accordance with the Labor Agreement. Employees who are directed
17 not to report shall not be paid, unless they choose to use pre-earned compensatory, vacation, PTO or floating holiday
18 time.

19
20 **14.5 Commercial Drivers License (CDL)**

21
22 Valley Transit agrees to pay the difference between the renewal cost of a regular driver's license and the renewal cost
23 of the CDL for all employees required to hold a CDL.
24

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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

5 **16.4 Minimum Guarantee**
6

- 7 A. An employee who reports for work as scheduled and remains available for work shall receive two (2) hours
8 pay or pay for actual hours worked, whichever is greater. The use of employees to perform work in their
9 classification for the entire two (2) hour guarantee period will not be subject to challenge under the grievance
10 procedure.
11
12 B. Employees called back for emergency work after leaving the premises shall receive two (2) hours pay at their
13 regular rate or pay for actual hours worked, whichever is greater.
14
15 C. Employees who are requested to continue work after punching out but before leaving the premises shall
16 receive two (2) hours pay at their regular rate or pay for actual hours worked, whichever is greater, provided
17 that thirty (30) or more minutes have elapsed since punching out. If less than thirty (30) minutes have
18 elapsed, such employees shall be considered to have worked through this period and shall be paid
19 accordingly but shall not be eligible for the above two (2) hour minimum.
20

21 **16.5 Overtime**
22

- 23 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
24 week for drivers, maintenance and office clerical employees.
25
26 B. Time off on paid leave, except sick leave, shall be considered as hours worked for overtime purposes.
27
28 C. Two (2) times the base pay shall be paid for all hours worked on Sunday.
29
30 D. Clerical employees shall have the option of taking payment for overtime worked in cash or in time off, subject
31 to the following conditions.
32
33 1. The maximum allowable accumulation of compensatory time will be twenty-four (24) hours.
34 2. Compensatory time must be used within sixty (60) days of accrual or it will be paid out at the rate in
35 effect at the time of accrual.
36 3. Compensatory time can be taken in periods of full days or less but the scheduling will be subject to
37 the following restrictions.
38 a. It must be scheduled by mutual agreement between the employee and the Employer.
39 b. It can be used only during those periods of time when another clerical employee is regularly
40 scheduled to work or when it is agreed to by all clerical employees that the overtime created
41 by the shift vacancy can be worked by a part-time clerical employee.
42 4. If compensatory time is used in place of sick leave when that employee is sick, such usage shall be
43 weighted as if it were sick leave when computing, following Valley Transit's Attendance Policy, an
44 employee's overall attendance for the Attendance Incentive Pay program and the Annual Attendance
45 Evaluation.
46

47 **16.6 Attendance Incentive Pay**
48

- 49 A. Full-time employees who have one (1) day and one (1) or fewer occurrences of chargeable absence in a
50 calendar year according to Valley Transit's Attendance Policy shall receive a lump sum payment of one
51 hundred twenty dollars (\$120). Full-time employees who have more than one (1) day but not more than
52 twenty-four (24) hours and three (3) or fewer occurrences in a calendar year shall receive a lump sum
53 payment of sixty dollars (\$60).
54

- 1 B. Part-time employees who have one day (1) and one (1) or fewer occurrences of chargeable absence in a
2 calendar year according to Valley Transit's Attendance Policy shall receive a lump sum payment of seventy
3 dollars (\$70). Part-time employees who have more than one (1) day but not more than fifteen (15) hours and
4 three (3) or fewer occurrences in a calendar year shall receive a lump sum payment of thirty-five dollars (\$35).
5
6 C. Such payment shall be made on the second payday of the subsequent year.
7
8 D. Valley Transit agrees that it will make no unilateral changes in its Attendance Policy that would affect the
9 qualifying criteria for receiving attendance incentive pay described above.

10
11 **16.7 Payment for Attendance at Meetings**
12

- 13 A. All employees who are required to attend mandatory meetings, shall be paid. Employer does not deem
14 attendance at Accident Review Committee or grievance hearings as mandatory.
15
16 B. Shop Committee members who attend meetings relating to Valley Transit's Employee Manual or contract
17 negotiations shall be paid for every other meeting. Shop Committee members will suffer no loss of wages for
18 attendance at meetings held during working hours.
19
20 C. The Steward or his designee shall be paid for all meetings relating to disciplinary matters, grievances, or
21 investigating public complaints of all represented employees when requested by the Employer.
22
23 D. The Employer shall attempt, where possible, to reasonably accommodate the employee's personal schedule
24 when paid or unpaid meetings are held outside normal working hours.

25
26 **ARTICLE 17**
27 **ELIGIBILITY FOR BENEFITS**
28

29 **17.1 Part-time Employees**
30

31 Except as modified elsewhere in this Agreement, part-time employees as defined below shall not receive any fringe
32 benefits of this Agreement. Part-time employees are defined as those employees who are regularly scheduled to
33 work less than thirty (30) hours per week.
34

35 **17.2 Temporary Full-time Employees**
36

- 37 A. Part-time employees who fill temporary full-time vacancies shall receive the appropriate full-time wage rate
38 upon filling the vacancy, but no other benefits afforded to full-time employees unless they fill that vacancy for
39 more than sixty (60) consecutive calendar days.
40
41 B. In the event an employee fills a temporary vacancy for more than sixty (60) consecutive days, that employee
42 shall receive benefits as follows.
43
44 1. Six hours of sick leave per month of service in the full-time position. The employee shall accumulate
45 sick leave during the sixty (60) day period but shall not be eligible to use sick leave until after that
46 period. If the employee has sick leave accumulated at the time they return to the part-time position,
47 they shall be eligible to use sick leave in that position. This provision shall not apply to employees
48 hired after January 1, 2021.
49 2. Holiday pay for holidays that fall after the sixty (60) day period while the employee is still in the full-
50 time position and, in addition, a pro-rata portion of the six floating holidays, based on time worked in
51 the full-time position.
52 3. Employer payment of group insurance premiums, if the employee elects to take such coverage.
53 4. Hours worked in the full-time position will be utilized in determining the employee's vacation
54 entitlement for the following year.

1 5. Sick leave cannot be used until all Paid Time Off (PTO) days have been exhausted unless otherwise
2 qualified under the Family Medical Leave Act.

3
4 C. An employee who successfully completes the sixty (60) day period will be considered as having satisfied the
5 probationary period for full-time employment in that classification in the future.

6
7 D. Employees who have once met the sixty (60) day temporary vacancy minimum in a given classification will be
8 eligible for the above described benefits from the first day on any subsequent occasions that they fill a
9 temporary full-time vacancy in that same classification.

10
11 **ARTICLE 18**
12 **HOLIDAYS**

13
14 **18.1 Legal Holidays**

15
16 All regular full-time employees shall accrue eight (8) hours pay at their regular straight time hourly rate for the
17 following holidays irrespective of the day of the week on which they fall: New Year's Day; Memorial Day;
18 Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. These holidays will be celebrated on the
19 following dates:

20
21

| | <u>2024</u> | <u>2025</u> | <u>2026</u> |
|---------------------|-------------|-------------|-------------|
| 22 New Year's Day | January 1 | January 1 | January 1 |
| 23 Memorial Day | May 27 | May 26 | May 25 |
| 24 Independence Day | July 4 | July 4 | July 4 |
| 25 Labor Day | September 2 | September 1 | September 7 |
| 26 Thanksgiving Day | November 28 | November 27 | November 26 |
| 27 Christmas Day | December 25 | December 25 | December 25 |

28 Benefits under this article are effective on the 61st calendar day of employment.
29
30

31 **18.2 Holiday Pay**

- 32
33 A. Any employees required to work on any of the aforementioned paid holidays shall receive two (2) times their
34 base pay for all hours worked in addition to the holiday pay.
35
36 B. If a holiday as defined in Article 18.1 falls during an employee's vacation, the employee shall be given the
37 option of receiving an additional eight (8) hours pay in that pay period or of receiving an additional day off to
38 be scheduled subject to management approval. The additional pay is not to be considered as hours worked
39 for overtime purposes.
40
41 C. If a holiday as defined in Article 18.1 falls on an employee's regularly scheduled day off, the employee shall
42 receive an additional eight (8) hours pay in that pay period. The additional pay is not to be considered as
43 hours worked for overtime purposes.
44
45 D. In order that employees be eligible for holiday pay, they must work their entire regularly scheduled work day
46 immediately preceding and following the holiday. Exceptions will be granted for employees who are on paid
47 leave, who are off as a result of an approved schedule change, or who are serving a waiting period under
48 Article 21.5.

49
50 **18.3 Floating Holidays**

- 51
52 A. In addition to the above legal holidays, all regular full-time employees shall receive forty-eight (48) hours at
53 their designated regular straight time hourly rate each calendar year to be designated as paid holidays. For
54 all holidays, legal or floating, the employee shall be paid for actual hours off duty.

1
2 B. Floating holiday hours must be taken in the calendar year they are earned or they will be forfeited except that
3 employees may be paid in cash for unused floating holiday balances of up to twenty-four (24) hours remaining
4 at the end of the calendar year payable on the paycheck that includes December 31. Such payment is not to
5 be considered as hours worked for overtime purposes.
6

7 **18.4 Proration of Floating Holidays for New, Terminating, and Laid Off Employees**
8

9 Floating holiday hours shall be prorated in the first year that an employee becomes eligible for holidays and in the
10 year an employee terminates for any reason, or is laid off, on the following basis:
11

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

19
20 The Employer is authorized to make the appropriate adjustments to the final paycheck of any employee who
21 terminates employment or is laid off and has utilized more floating holiday hours than they are entitled to under the
22 above schedule.
23

24 **18.5 Selection of Floating Holidays**
25

- 26 A. For employees who elect to combine their available floating holiday hours to take a full week off, seniority
27 shall determine the order of selection as specified in Article 20.3-B,3.
28
- 29 B. All other floating holidays shall be selected on a first come, first served basis with proper notice. Unless this
30 requirement is specifically waived by the Employer, however, the office must be notified in writing by the
31 employee no later than five (5) calendar days in advance of the requested holiday for maintenance and office
32 employees and two (2) calendar days in advance for drivers. Employees who are on vacation or long-term
33 disability and are physically unable to report to the garage will be allowed to select floating holidays by calling
34 on the recorded line (832-5555).
35

ARTICLE 19
PAID TIME OFF (PTO)

19.1 Paid Time Off (PTO):

Full-time employees hired prior to January 1, 2021 shall receive three (3) PTO days January 1 of each year to be used as paid time off. Full-time employees hired after January 1, 2021 shall receive six (6) days January 1 of each year to be used as paid time off. Any PTO days not used as of December 31st will be forfeited except that employees may have unused PTO balances of up to twenty-four (24) hours remaining at the end of the calendar year payable to their Post Employment Health Plan (PEHP) or Health Savings Account (HSA). Such payment is not to be considered as hours worked for overtime purposes. An employee choosing to have unused PTO paid to the PEHP or HSA shall complete and submit the appropriate departmental form prior to year end.

19.2 PTO Requests

Any request made for PTO days shall follow the normal procedure for the type of leave being requested. (e.g. vacation, floating holidays and sick leave must follow the normal guidelines used for requesting that type of benefit)

19.3 PTO Pro-Ration

For employees hired prior to January 1, 2021, PTO days shall be pro-rated in the year of hire/termination/resignation/retirement as follows:

| | Hired | Leaving |
|--------------------|-------|---------|
| January-April | 2 | 0 |
| May-August | 1 | 1 |
| September-December | 0 | 2 |

For employee hired after January 1, 2021, PTO days shall be pro-rated in the year of hire/termination/resignation/retirement as follows:

| | Hired | Leaving |
|-------------------|-------|---------|
| January-February | 5 | 0 |
| March-April | 4 | 1 |
| May-June | 3 | 2 |
| July-August | 2 | 3 |
| September-October | 1 | 4 |
| November-December | 0 | 5 |

Employees who use more PTO than they are entitled to in the year they leave employment shall owe the City the time back, unless the employee leaves employment as a result of a physician certified disability.

19.4 Mechanics & Communication Technicians

For Mechanics and Communication Technicians, PTO days shall be charged in a minimum of two (2) hour increments and for Driver's a full shift pursuant to Article 36.3 Paid Leave.

ARTICLE 20
VACATIONS

20.1 Vacation Entitlement

A. Full-time Employees.

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1. Employees shall receive vacation each year according to the following entitlement schedule:

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

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 an additional week or day(s) of vacation later in that calendar year, such employee shall receive the additional vacation as of January 1 of that calendar year. In the event that employee uses this additional vacation prior to their anniversary date and then exits employment they will be required to reimburse the employer for the additional day(s)/week. 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 |

1 20.2 Vacation Pay

- 2
- 3 A. All regular full-time employees shall receive forty (40) hours pay at their regular straight time rate for each
- 4 week of vacation taken. Vacation periods of less than a full week shall be charged on the basis of scheduled
- 5 hours off.
- 6
- 7 B. Vacation must be taken in the calendar year it is earned or it will be forfeited, except that up to forty (40) hours
- 8 of unused vacation may be paid to the Post Employment Health Plan (PEHP) or Health Savings Account
- 9 (HSA). Such payment is not to be considered as hours worked for overtime purposes. An employee choosing
- 10 to have unused vacation paid to the PEHP or HSA shall complete and submit the appropriate departmental
- 11 form prior to year-end.
- 12
- 13 C. Employees who resign their employment with proper notice shall be eligible for a lump sum payout of their
- 14 vacation balance. For purposes of this provision, proper notice shall be defined as two (2) weeks.
- 15

16

17 20.3 Paid Leave Bidding

- 18
- 19 A. Bidding Periods.
- 20
- 21 1. Maintenance and Office Employees.
- 22 Vacations for each calendar year will be bid by seniority beginning November 1 preceding the year
- 23 vacations are to run. Each employee will have forty-eight (48) hours to select their vacation.
- 24
- 25 2. Drivers.
- 26 a. The bidding of full weeks of vacation for the months of January through April will be open to all drivers
- 27 during the first full week of the preceding November. All such bids received will be processed in
- 28 seniority order and posted to the master vacation schedule as soon as possible, but no later than one
- 29 week after the conclusion of the bidding. Once the full week bidding for January through April has
- 30 been completed and posted, the selection of individual days for those months will be opened up on a
- 31 first come, first served basis.
- 32 b. The bidding of full weeks of vacation for the balance of the calendar year will be done by seniority
- 33 beginning the first full week of January. Drivers will be grouped by seniority in blocks of four (4) and
- 34 each group will have seventy-two (72) hours to select their vacation. A calendar will be posted
- 35 showing each group and the date their bid is due. If any request has to be denied, the driver involved
- 36 will have an additional twenty-four (24) hours to select an alternate week.
- 37 c. The use of a group bidding procedure shall apply only to vacation bidding and shall not impact on the
- 38 bidding of runs.
- 39
- 40 B. Vacation Bidding Procedures – Weeks
- 41
- 42 1. To bid vacation time the employee must correctly and completely fill out the proper request form, punch it
- 43 in the time clock, and must personally turn it in to the office. Exceptions to this procedure will be granted
- 44 for employees who are on authorized leave. Under these conditions, the employees may leave their
- 45 completed form with the Steward or office or may call in their request on the recorded line (832-5555).
- 46
- 47 2. Any employee who does not bid their vacation by 10:00 a.m. on the designated day will lose their turn and
- 48 be passed up. The employee may re-enter the bidding later, but only from the point to which the bidding
- 49 has then progressed as determined by the last employee to have actually turned in a time-punched
- 50 request. For the purpose of defining within seventy-two (72) hours, vacation bidding may be done
- 51 Monday through Friday, excepting legal holidays, from 5:00 a.m. to 11:00 p.m.
- 52
- 53 Once a driver has submitted a request their turn is over and they cannot submit additional requests later
- 54 in the bidding.

1
2 If the previous group's bids were due at noon on Friday, the next group will have until noon on
3 Wednesday to bid.
4

- 5 3. Also included on the calendar will be a designated one (1) week period between the end of the full week
6 bidding and prior to the start of individual day bidding during which all employees may submit requests to
7 do any of the following:
8

- 9 a. Cancel previously bid weeks of vacation (in accordance with Article 20.3-F).
10 b. Bid additional full weeks of vacation.
11 c. Select additional full weeks of time off by combining available floating holiday hours.
12

13 All such requests received during the designated week will be processed by seniority within the order
14 of priority assigned to each type of request above.
15

- 16 4. Selection of vacation by seniority shall apply only to full weeks of vacation and such bid vacation shall
17 have preference over floating holiday and PTO requests. If an employee does not select all of their
18 vacation during this original bidding period, the employee will not be permitted at a later date to bump a
19 less senior employee who has already selected vacation.
20

21 C. Paid Leave Bidding – Days
22

23 1. Maintenance & Office Employees
24

- 25 a. Employees, in seniority order within their division, will have twenty-four (24) hours to select up to two
26 (2) individual days of vacation, PTO or floating holiday. A calendar will be posted identifying the day
27 their requests are due. All requests must be submitted by 10:00 a.m. on the designated day. To
28 assist in accelerating the process, each employee may list up to five (5) selections in priority order on
29 their request form. If two (2) of the selections cannot be accommodated, the employee will have an
30 additional twenty-four (24) hours to make alternate selections. Any employee who does not make a
31 selection within the allotted twenty-four (24) hours will lose their turn and be passed up. The
32 employee may re-enter the bidding later, but only from the point to which the selection has then
33 progressed as determined by the last employee to have actually turned in a time-punched request.
34 For the purpose of defining within twenty-four (24) hours, selection may be done Monday through
35 Friday (except legal holidays) from 5:00 a.m. to 11:00 p.m.
36

37 If the previous employee makes his selection on Friday, the employee will have until the same time
38 on Monday to make their selection. To select vacation time, the employee must correctly and
39 completely fill out the proper request form, punch it in the time clock, and must personally turn it in to
40 the office. Exceptions to this procedure will be granted for employees who are on authorized leave.
41 Under these conditions, the employees may leave their completed form with the Steward or Dispatch
42 or may call in their request on the recorded line (832-5555).
43

44 This process will continue for two full rotations of the entire seniority list. There will be one additional
45 posting for the remaining available days. Employees may submit any remaining requests that they
46 have by the date on the posting. Requests will be approved on a rotating seniority basis. One
47 approved request at a time. The remaining vacancies will be opened on a first come, first served
48 basis.
49

50 In the event that previously bid vacation days are cancelled in accordance with Article 20.3-F, ample
51 notification will be given to all affected employees of the renewed availability of these days. There will
52 be an informational posting. Employees requesting those dates will complete and submit a Time Off
53 Request by date on the posting. Requests will be approved on a rotating seniority basis, one
54 requested day at a time.

- 1
2 b. Once the specified period for bidding individual days is over, properly completed vacation requests
3 may be submitted either personally by the employee or by someone else.
4

5 2. Drivers
6

7 Once the full week bidding has been completed including the week designated for cancellation and combining
8 of vacation PTO and floating holiday time, no additional cancellations will be accepted until the individual day
9 bidding is complete. Drivers will be grouped in blocks of five (5) and will have twenty-four (24) hours to select
10 up to two (2) individual days of vacation, PTO or floating holiday. A calendar will be posted identifying the
11 groups and the day their requests are due. All requests must be submitted by 10:00 a.m. on the designated
12 day. To assist in accelerating the process, each driver will list up to five (5) selections in priority order on their
13 request form. If two (2) of the selections cannot be accommodated, the driver will have an additional twenty-
14 four (24) hours to make alternate selections.
15

16 Any driver who does not make a selection within the allotted twenty-four (24) hours will lose their turn and be
17 passed up. The driver may re-enter the bidding later, but only from the point to which the selection has then
18 progressed as determined by the last employee to have actually turned in a time-punched request. For the
19 purpose of defining within twenty-four (24) hours, selection may be done Monday through Friday (excepting
20 legal holidays) from 5:00 a.m. to 11:00 p.m.
21

22 If the previous driver makes their selection on Friday, the next group of drivers will have until the same time
23 on Monday to make their selection. To select vacation time, the driver must correctly and completely fill out
24 the proper request form, punch it in the time clock, and must personally turn it in to the office. Exceptions to
25 this procedure will be granted for drivers who are on authorized leave. Under these conditions, the
26 employees may leave their completed form with the Steward or Dispatch or may call in their request on the
27 recorded line (832-5555).
28

29 This process will be followed for four (4) full rotations of the entire seniority list. The remaining available
30 vacancies will be posted and selected by seniority one at a time on a rotational basis.
31

- 32 D. In the event that previously bid vacation days are cancelled in accordance with Article 20.3-F, ample
33 notification will be given to all affected employees of the renewed availability of these days. There will be an
34 informational posting. Employees requesting those days will complete and submit a Time Off Request by
35 date on the posting. Requests will be approved on a rotating seniority basis, one requested day at a time.
36
- 37 E. Vacation not scheduled at the time of the original bid, including vacation periods of less than one week, will be
38 scheduled by mutual agreement between the Employer and the employee. Unless this requirement is
39 specifically waived by the Employer, however, the office must be notified in writing by the employee no later
40 than five (5) calendar days in advance of the requested starting date of the vacation for maintenance and
41 office employees and two (2) calendar days in advance for drivers.
42
- 43 F. Once a request has been approved, an employee may not cancel a day or week of vacation if that day or
44 week has been bid full by the maximum number of employees allowed off in their Division. Any employee
45 requesting to cancel all or part of a required full week of vacation must submit a request to schedule an
46 alternate full week at that time. (See Article 20.1-C) If the alternate full week cannot be granted, the entire
47 request will be denied. Exceptions will be granted, however, when individual days must be cancelled
48 because of overbooking of time or when, as a result of run/shift bids or permanent schedule changes,
49 previously bid days now fall on the employee's scheduled day off.
50
- 51 G. The calendar week during which December 31 falls shall be available for bidding of full weeks of vacation in
52 that year, unless December 31 is a Sunday. Vacation days used during that week shall be charged to the
53 year in which they fall.
54

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2 **20.4 Paid Leave Scheduling**
3

- 4 A. No more than one (1) maintenance employee and one (1) clerical employee will be granted paid leave on the
5 same day unless more are approved by management. The maximum number of drivers allowed off will be
6 determined by the following guidelines unless more are approved by management.
7
8 1. Seven (7) drivers will be allowed off on Saturdays during the summer bid period with the exception of Mile
9 of Music and the Flag Day Parade.
10 2. Five (5) drivers will be allowed off at all other times including Mile of Music and the Flag Day Parade.
11
12 B. The Employer reserves the right to adjust the vacation schedule in order to maintain service.
13
14 C. Employees may elect to utilize vacation time to compensate for regularly scheduled work day hours that are
15 lost due to legal holidays or to school not being in session.
16
17 D. When an employee is on a full week of vacation or holiday they count as a vacancy each day regardless of
18 actual work schedule.
19

20 **ARTICLE 21**
21 **SICK LEAVE**
22

23 **21.1 Sick Leave Accrual**
24

- 25 A. All regular full-time employees hired prior to January 1, 2021 shall accumulate sick leave with pay of six (6)
26 hours for each month of service. Sick leave shall accumulate but not to exceed nine hundred sixty (960)
27 hours. Employees hired after January 1, 2021 shall not be eligible for sick leave.
28
29 B. Benefits under this article are effective on the 61st calendar day of employment.
30

31 **21.2 Eligible Uses**
32

- 33 A. Employees may use sick leave in case of their personal illness or off-duty injury or illness or injury of
34 members of the employee's immediate family living in the employee's residence when the employee's
35 presence is required, within the following guidelines.
36
37 1. When reporting off sick, the employee will call personally and either tell the office or leave a message on
38 the recording machine (832-5555) explaining the nature of the illness.
39 2. The employee will keep their supervisor informed of their condition as stated on the physician's report or
40 as requested by the Employer.
41 3. The employee will permit the Employer to have made such medical examination or nursing visit as it
42 deems desirable.
43 4. An employee sick more than three (3) consecutive days must present a doctor's note upon return to work.
44

45 **21.3 Ineligible Uses**
46

47 Sick leave may not be used for absences resulting from injuries received while employed for money by another
48 employer. This provision shall not apply to Family Medical Leave Act (FMLA) qualifying absences.
49

50 Sick leave cannot be used until all Paid Time Off (PTO) days have been exhausted unless otherwise qualified under
51 the Family Medical Leave Act.
52
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2 **21.4 Employee Responsibilities**
3

- 4 A. If an employee is sick or otherwise unable to come to work, they must call in at least sixty (60) minutes prior
5 to the scheduled start of the shift or be subject to the "late" policy defined in Article 13.
6
7 B. It is expected that employees will maintain reasonable health standards and will not permit minor
8 indispositions or illnesses to keep them away from work.
9
10 C. Unexplained absences, excessive absenteeism, or making false report of injury or illness may be causes for
11 disciplinary action.
12

13 **21.5 Waiting Period**
14

- 15 A. Employees may be subject to a waiting period before they become eligible for paid sick leave. The waiting
16 period will be based upon the number of occurrences of paid sick leave usage in accordance with the
17 following schedule except that multiple absences resulting from the same Family Medical Leave occurrence
18 will be treated as only one sick occurrence per calendar year. An occurrence is defined as one continuous,
19 uninterrupted absence due to the reasons outlined in Article 21.2. Subsequent absences for the same illness
20 or injury which occur when seven (7) calendar days or less have elapsed between the absences shall be
21 considered to be the same occurrence, but only if the employee provides medical documentation that the
22 absences were due to the same illness or injury, immediately upon their return to work.
23
24 1. First two (2) occurrences in six (6) months-- no waiting period.
25 2. Next two (2) occurrences in a calendar year -- one (1) day waiting period for each occurrence.
26 3. Next two (2) occurrences in a calendar year -- two (2) day waiting period for each occurrence.
27 4. All subsequent occurrences in a calendar year -- three (3) day waiting period for each occurrence.
28

29 **21.6 Sick Pay**
30

31 Sick leave used shall be charged on the basis of scheduled hours off.
32

33 **21.7 Payout Upon Retirement or Death**
34

- 35 A. At the time of their retirement and if they qualify for an annuity under the Wisconsin Retirement Fund,
36 employees shall receive payment for their unused sick leave up to a maximum of seven hundred twenty (720)
37 hours. Such employees shall receive this payment in cash. Such payment shall be subject to the terms of
38 Article 28.
39
40 B. In the event of the death of an employee, said employee's beneficiary as designated under the Wisconsin
41 Retirement Fund shall be paid in cash for said employee's unused accumulated sick leave up to a maximum
42 of seven hundred twenty (720) hours.
43

44 **ARTICLE 22**
45 **WORKER'S COMPENSATION BENEFITS**
46

47 Employees receiving Worker's Compensation Benefits as a result of an on-the-job injury or accident shall receive
48 benefits based on state worker's compensation laws, except that there shall be no cap on the weekly temporary total
49 disability (TTD) payments.
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ARTICLE 23
FUNERAL LEAVE

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4 A. In the case of death in the immediate family of a regular full-time employee (non-dependent children,
5 grandchildren, parents or legal guardian, sister or brother, mother-in-law, father-in-law, or any other relative
6 living in the employee's residence at the time of death), the employee will be paid for the scheduled time lost
7 from the date of death but not to exceed three (3) scheduled work days at the employee's regular straight
8 time hourly rate, but not to exceed twenty-four (24) hours.
9
10 B. In the case of the death of the employee's spouse or dependent child, the employee will be paid for
11 scheduled time lost from the date of death but not to exceed five (5) consecutive scheduled work days at the
12 employee's regular straight time rate, but not to exceed forty (40) hours.
13
14 C. In the case of the death of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law,
15 grandparents, aunt, uncle or spouse's grandparents (other than those living in the employee's residence at
16 the time of death), or in the event the employee is a pallbearer for a relative not listed herein, the employee
17 will be paid for scheduled time lost for the day of the funeral, provided the employee attends the funeral, at
18 the employee's regular straight time rate.
19
20 D. No funeral leave will be paid to any employee while on authorized leave. Employees are not eligible to use
21 the benefits under this article until their sixty-first (61st) calendar day of employment.
22

ARTICLE 24
MILITARY LEAVE

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25
26 The Employer shall be governed by the Uniformed Services Employment and Reemployment Rights Act (USERRA),
27 as amended, as it applies to the employees covered hereunder. The Employer agrees to make up the difference
28 between an employee's regular weekly earnings of forty (40) hours at the employee's straight time rate and the
29 employee's military compensation for summer training for a period not in excess of two (2) weeks per calendar year.
30 To receive such leave, the employee must file a copy of their order with the Human Resources Director/or designee
31 prior to the leave beginning. In order to receive full pay the employee is required to, upon receipt of military pay
32 submit the full military pay to the City payroll office. Employees, at their option, may request an unpaid leave of
33 absence or may use paid time off for military leave and thereby retain the military pay.
34

ARTICLE 25
JURY/WITNESS DUTY

- 35
36
37
38 A. Non-probationary regular full-time employees will receive full pay for any time lost while serving on jury duty
39 or if subpoenaed on witness duty. The employee shall immediately notify the Employer upon receipt of a jury
40 summons or subpoena. In order to receive full pay the employee is required to, upon receipt of jury or
41 witness pay, submit their jury or witness pay to the City payroll office. The City payroll office will cash their
42 check, retain the portion of the check representing per diem payments, and give the employee the mileage
43 and meal reimbursement portions of the check. Employees, at their option, may request an unpaid leave of
44 absence or may use vacation, PTO, or floating holiday for a day of jury or witness duty and thereby retain the
45 jury pay as well as full pay for the full day(s).
46
47 B. Witness Duty pay shall not apply to those circumstances where an employee is subpoenaed as a witness by
48 their own attorney or where the employee is the plaintiff or a named defendant in the case. In order for an
49 employee to be eligible for witness duty pay, the reason for being the witness must be related to their
50 employment with the City of Appleton.
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ARTICLE 26
LEAVE OF ABSENCE

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4 A. Any employees who wish to absent themselves from their employment shall make application for such leave
5 of absence as follows.
6
7 1. Submit a written request at least forty-eight (48) hours prior to the leave.
8 2. For a leave not to exceed three (3) consecutive days, the request shall be made to the General Manager.
9 3. For a leave in excess of three (3) consecutive days, the request shall be made to the Director of Human
10 Resources through the General Manager.
11
12 B. A leave of absence shall be granted to any employee who has been delegated to perform a service for the
13 Union, provided, however, it does not impair the operating efficiency of the respective employee's Division.
14
15 C. After any three (3) consecutive days of an unapproved absence, the Employer may declare a position vacant.
16
17 D. Leave of absence shall be without pay.
18
19 E. No leave of absence shall be granted an employee until such employee has made suitable arrangements with
20 the General Manager for the continued payment of such employee's group insurance premium for the period
21 of the leave of absence.
22
23 F. Failure to comply with the provisions of this Article shall result in the complete loss of seniority rights of the
24 employee involved subject to the provisions of Paragraph "C" above. An employee's inability to work because
25 of proven sickness or injury shall not result in the loss of seniority rights.
26

ARTICLE 27
HEALTH INSURANCE BENEFITS

27
28
29
30 **27.1 Medical Plan**

31
32 Employees shall pay the same contribution as non-represented employees on plans offered by the City to
33 non-represented employees.
34

35 **27.2 Dental Plan**

36
37 Provided the employer offers a Dental Plan, employees shall pay the same contribution as non-represented
38 employees on plans offered by the City to non-represented employees.
39

40 **27.3 Part-time Employee Coverage**

41
42 Part-time employees who work 30 or more hours and hold a benefited position shall be permitted to
43 participate in the group insurance program at their own expense.
44

45 **27.4 Retiree Coverage**

46
47 Any retiring employee who qualifies for an annuity under the Wisconsin Retirement Fund, shall be offered a
48 group Health Insurance plan but not necessarily the same plan as active employees coverage exclusive of
49 Dental, at their own expense, until they are eligible for Medicare, provided that they exercise this option
50 before or on their last day of work.
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ARTICLE 28
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 full-time 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 29
LIFE INSURANCE BENEFITS

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

ARTICLE 30
PENSION BENEFITS

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 31
SCHEDULE CHANGES

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 their 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 drivers that lasts a maximum of one week.
4. Giveaways - driver 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 drivers 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. A driver who is scheduled off on vacation, PTO, holiday or any other pre-known absence cannot be a party to a daily or weekly schedule change.
5. 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. A driver may use vacation, PTO or floating holiday time to supplement any lost hours.
6. An approved schedule change cannot normally be undone or modified once it has been approved.
7. 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.
8. Drivers who are party to a schedule change or a giveaway assignment are responsible for checking their work assignment.
9. Only full shifts may be given away – previous schedule changes may be given away.
10. 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.
11. Any hours that a stand-by driver would have normally been assigned during the period of their giveaway will be subtracted from their guarantee.

- 1
2 12. Giveaways will be assigned to stand-by drivers in bid rotation order, with preference given Monday through
3 Thursday to any part-time drivers (stand-by or bid) who have signed the overtime board by 10:00 A.M. the
4 previous day (Fri. for Mon) and designated "G". (NOTE: These hours will count toward the guarantee and will
5 allow management to assign more than the 32 maximum up to 40 hours).
6

7
8 ARTICLE 32
9 RUN BIDDING PROCEDURES

10 32.1 Posting and Effective Dates

- 11
12 A. Run bids will be posted no later than December 1, May 1, and August 1, and will take effect on the first
13 Monday of January, the Monday after the school year ends and the Monday before the school year begins.
14
15 B. If major changes are to be included in the run bid to be posted, the Employer will meet with the Shop
16 Committee prior to the posting. If there are only minor changes or no changes in the run bid to be posted, the
17 Employer will provide the Shop Committee with copies of the bid in advance of the posting and will meet with
18 the Committee upon request.
19

20 32.2 Order of Bidding/Time Limits

- 21
22 A. Runs will be bid by seniority. Any driver who does not bid within twenty-four (24) hours of their turn will lose
23 their turn and be passed up. The employee may re-enter the bidding later, but only from the point to which
24 the bidding has then progressed as determined by the last driver to have actually signed the bid sheet.
25

26 For the purpose of defining within twenty-four (24) hours, bidding may be done Monday through Friday from
27 5:00 AM to 11:00 PM. If the previous driver bids on Friday, the next bidder will have until the same time on
28 Monday to complete his bid.
29

- 30 B. The placement on the bid list of employees who return from a medical leave in the middle of a bid period and
31 the determination of whether there will be a resulting rebid will be decided on a case-by-case basis.
32

33 32.3 Method of Bidding

- 34
35 A. Bids will be accepted by telephone from drivers provided the call is made on the recorded line (832-5555).
36
37 B. Drivers must leave with office personnel and the Union Steward, a list of bids, first, second and third choice
38 bids, before going on scheduled leave.
39

40 32.4 Rebidding

41
42 When a vacancy occurs that creates a schedule opening, the parties agree to discuss whether a reshuffle might be
43 utilized instead of the rebid process. If agreement cannot be reached about a reshuffle, then the parties agree to
44 follow the procedure outlined below.
45

- 46 A. If a regular vacancy occurs more than forty-five (45) days before the effective date of the next bid, that run
47 and all other runs from the vacancy down on the seniority list will be rebid. Permanent bid changes affecting
48 any open run will be removed. Rebidding begins with the next most senior employee following the vacancy.
49 Bid choices include any open run.
50

- 1 B. If a regular vacancy occurs forty-five (45) days or less before the effective date of the next bid, one (1) of the
2 two (2) options listed below will be followed. Any permanent schedule changes affecting a particular run will
3 be removed only as that run becomes available.
4
- 5 a. If sufficient time is available to justify doing so, employees will be asked in seniority order, from the
6 vacancy down, if they wish to take the open bid. The employee who is promoted to fill the vacancy will be
7 assigned to fill the bid that remains.
8 b. If the conditions of a particular case make it impractical to perform the administrative reshuffle, the partner
9 of the driver who created the regular vacancy will be offered partner's rights, as defined below, for the
10 remainder of the bid. When a driver takes partner's rights in this case it will be considered a permanent
11 schedule change, thus allowing them to make other schedule changes as desired. The employee who is
12 promoted to fill the vacancy will be assigned the bid that remains.
13

14 Partner's Rights: Partners are drivers who operate the same run. If a partner is going to be scheduled off
15 (vacation, PTO, floating holiday, sick leave, etc.) and it is known by 10:00 a.m. of the previous day (10:00
16 a.m. Friday for Saturday, Sunday, and Monday) the daily partner has first choice to the work schedule of the
17 open run, however, weekly partner's rights take precedence over daily partner's rights. When two or more
18 people work a run, the most senior partner shall have the first choice to the open work. The partner
19 requesting daily partner's rights must already be scheduled to work that day.
20

21 32.5 Right to Assign Unbid Runs

22
23 The Employer reserves the right to assign all runs not bid to available drivers.
24
25

26 ARTICLE 33 27 STAND-BY DRIVERS 28

29 33.1 Duties

- 30
31 A. Stand-by drivers will operate regularly established runs on days when regular drivers are off duty and all
32 assignments other than regular runs.
33
34 B. As part of their regular duties, a stand-by driver may be required to start and move buses and to perform pre-
35 trip inspections while waiting for other drivers to report.
36

37 33.2 Hours and Days of Work

- 38
39 A. All stand-by drivers must be available for work six (6) days each week until they accumulate their weekly
40 maximum, except as provided for in Articles 33.4-C and 33.4-D. Stand-by drivers will not be scheduled more
41 than fourteen (14) hours on any given day and will have a minimum of 7.5 hours off between the end of an
42 evening shift and the start of a morning shift. Stand-bys may, however, choose to waive this provision by
43 signing the overtime board and entering the code "E" for available all day Monday-Friday and code "C" for
44 available all day on Saturday. Any hours worked by waiving the fourteen (14) hour provision will not count
45 toward the employee's weekly maximum.
46
47 B. All Stand-by bids shall have a weekly guarantee as set out in Article 33.5.
48
49 C. Effect of Absences on Hours of Work.
50
51 1. If a stand-by misses out or is otherwise unavailable for work due to reasons other than disciplinary
52 suspension, illness, or injury, the stand-by will lose their guarantee for that week, will have the hours they
53 were scheduled to work that shift deducted from their weekly maximum, and will receive pay only for
54 actual hours worked that week.

1 2. If a stand-by is unavailable for work due to a disciplinary suspension, the stand-by will lose their
2 guarantee for that week, will have eight (8) hours for each day of suspension deducted from their weekly
3 maximum, and will receive pay only for actual hours worked that week.
4

5 D. If a stand-by is "late" for a work assignment the stand-by will have whatever hours are docked subtracted from
6 their weekly guarantee and maximum weekly hours but will not lose their guarantee for the week.
7

8 E. Hours spent in training by stand-by drivers that do not overlap the shift that they normally would have been
9 assigned for that day will not count toward either their weekly guarantee or their maximum weekly hours.
10

11 33.3 Availability

12
13 A. Stand-by drivers must be available at their primary phone during the AM availability period. At times other
14 than the AM availability period, the employer will call the stand-bys primary phone number once and then
15 will call their cell phone. Stand-bys have up to 20 minutes to call Valley Transit after being called on their
16 cell phone or be subject to Article 13 Lates and Miss-outs.
17

18 B. During all other regular hours of operation, a stand-by driver is required to report for duty if they are personally
19 notified to do so or they will be considered a miss-out.
20

21 33.4 Order of Assignment

22
23 The highest stand-by driver, as determined by bid position, will be first out each week. If this driver gets five (5) hours
24 or more of work on Monday, but no other stand-by driver does, the next highest driver will be first out on Tuesday, and
25 so on. (First out does not refer to chronological order, but rather to the maximum number of work hours available that
26 day.)
27

28 A. A shift is a piece of work whose length is determined each bid on the bid sheet. Drivers working two or more
29 full shifts will be paid for each shift per the bid. Order of bid position will be full-time stand-bys then part-time
30 stand-bys.
31

32 B. Each Thursday when boards are made for Friday, the employee responsible for scheduling will review the
33 status of all stand-bys and determine which, if any, stand-bys have not reached their minimum guarantee.
34 The normal rotation of stand-bys will be suspended at that point and those drivers who have not reached their
35 guarantee will be first out on Friday and Saturday, if necessary, in order by bid position. The normal rotation
36 will resume once all stand-bys have been scheduled to meet their guarantee.
37

38 C. When a stand-by has, less than two (2) hours remaining to reach their maximum, they will be considered
39 finished for the week.
40

41 D. Any stand-by will work the number of hours necessary to bring themselves to their maximum hours. If a
42 stand-by is "late" for a work assignment it will not affect their order of rotation for any other assignment that
43 might become available.
44

45 33.5 Miscellaneous Stand-by Provisions

| | Full-Time Stand-bys |
|---|---|
| Weekly maximum hours | Greater than 32 less than or equal to 40 |
| Weekly guaranteed hours | 32 |
| Hours of Work | 5:25 a.m. – 10:55 p.m. Monday through Saturday |
| Day Off | None |
| Effect of Sick Absence on Hours of Work | A full-time stand-by who is unavailable for work due to illness or injury, may use PTO or sick leave per the agreement PTO and Sick leave hours used will count |

| | |
|--|--|
| | toward their guarantee and maximum hours for the week. If PTO or sick leave hours are not used, their 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. |
| Time off for Medical Appointments | <p>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;</p> <ol style="list-style-type: none"> 1. Turn in "request for Scheduled Time Off" with an explanation as soon as possible after the appointment is made. 2. Time off will be allowed between the hours of 8:55 a.m. and 1:55p.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. 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, they can substitute available vacation or holiday pay. 4. If a stand-by driver would have been scheduled to work during the time requested for medical leave, their guarantee will be reduced by the same number of hours. 5. Drivers returning to work from approved medical leave are subject to Article 13 of the labor agreement. 6. Time off for medical appointments under this policy will be considered a "non-chargeable" absence. <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> |
| Effect of daily vacation or personal holiday on Hours of Work | 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. |
| Legal Holidays | <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> |
| Availability | <p>Full-time stand-by drivers must be available during the following availability periods:</p> <p>5:00 a.m. to 7:30 a.m. and 12:30 p.m. to 3:30 p.m. Monday through Friday and 7:00a.m. to 9:30 a.m. and 12:30 p.m. to 3:30 p.m. on Saturday</p> |

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33.6 Part-time Drivers

A. Part-time drivers will be assigned to work schedules based on the needs of the organization and the availability of the part-time driver. The number of part-time drivers hired and the hours availability will be determined solely by management.

- 1 B. Part-time drivers will be allowed to voluntarily sign for additional hours and will be given available hours
2 based on seniority.
3
4 C. Part-time drivers will not be inversed outside of the hours/days of their availability.
5
6 D. Part-time drivers will be paid for actual hours worked and shall be eligible for overtime as outlined in Article
7 16.5 A. No guarantee of hours will be provided to part-time drivers.
8
9 E. Part-time drivers will be paid in accordance with Exhibit A.

10
11 ARTICLE 34
12 DISTRIBUTION OF OVERTIME

13
14 **34.1 Seniority**

15
16 Except as modified elsewhere in this Agreement, work outside the regular hours of work shall be offered to the senior
17 available employees in that classification of the unit.

18
19 **34.2 Order of Distribution**

20
21 The order of the distribution of such work shall be determined as follows.

22
23 A. Voluntary Distribution.

- 24
25 1. Overtime will be handled on a voluntary basis whenever possible however, the provisions of this article
26 shall not apply to pieces of work of less than one (1) hour in duration.
27 2. The Employer will provide the opportunity to volunteer for overtime work by posting overtime availability
28 sheets. It is the responsibility of each driver to notify the Employer of the driver's availability by signing
29 the overtime availability sheet no later than 10:00 a.m. the day before such work becomes available.
30 (10:00 a.m. Friday for Monday work.) In the following circumstances, a driver will also be allowed to
31 telephone the Office (832-5555) to have their name added or deleted from the overtime availability sheet.
32 a. If the driver is not scheduled to work that day.
33 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.
34 signing deadline.
35 3. All extra work not covered by stand-by drivers will be assigned on the basis of seniority to those who have
36 signed for work that day, provided that the driver must be available for at least two (2) hours or the
37 duration of the work, if less than two (2) hours. Drivers will be assigned a shift and pieces of shifts which
38 result in the most available hours going to the most senior driver. Drivers will not be assigned more than
39 one full shift until all available drivers have been assigned a shift. Coverage and trippers are considered
40 pieces of work, not shifts for this purpose. Drivers working two or more full shifts will be paid for each shift
41 per the bid.
42 4. Any driver who signs the availability sheet and is assigned extra work or overtime at the time the daily
43 boards are completed will be obligated to work that run or be subject to the miss-out provisions. If a
44 driver is called about overtime work after the daily boards are completed they will have the option of
45 accepting or declining the offered work.

46
47 B. Involuntary Distribution.

- 48
49 1. Overtime may be assigned by the Employer on an inverse seniority basis.
50 2. Drivers who do not sign the availability sheet will, however, be assigned extra work or overtime only when
51 the list of available drivers becomes exhausted. In that event, extra work will be assigned first to anyone
52 who missed-out that day and then to the least senior driver who is not already scheduled to work.
53
54

1 C. Eligibility for Overtime Work.

- 2
3 1. A driver who has bid a full week of vacation, PTO or floating holiday hours is ineligible for overtime work
4 for that entire calendar week.
5 2. A driver who is on vacation, PTO or floating holiday for an entire day's work shift(s) is ineligible for any
6 overtime work during the calendar day(s) they are off.
7 3. A driver who is on vacation, PTO or floating holiday for a shift of a multi-shift day is ineligible to work
8 overtime during that shift. (NOTE: Drivers should indicate on the "Request for Time Off" form whether
9 they are requesting off for the entire day or a single shift. If specific shifts are not indicated, it will be
10 assumed the individual wants the entire day off. Drivers on all day vacation, PTO or floating holiday are
11 ineligible for overtime and Inverse. Drivers on vacation, PTO or floating holiday for a single shift of a
12 multiple shift day are eligible for overtime and can be inversed outside of their vacation period.)
13

14 **34.3 Errors In Distribution**

15
16 Management will take all reasonable steps to insure that overtime is distributed properly. The Employer, however,
17 assumes no financial liability for errors in overtime assignments which result from employee instigated schedule
18 changes after the final bid is posted.
19

20 ARTICLE 35
21 DISPATCHING PROCEDURES
22

23 **35.1 Filling of Daily Vacancies**

24
25 A. Daily vacancies will be assigned in the following order provided the driver is available for at least two (2)
26 hours or the duration of the work.
27

- 28 1. Stand-by Drivers by rotation.
29 2. Overtime by seniority.
30 3. Volunteers by seniority.
31 4. Miss-outs by Inverse seniority.
32 5. Inverse seniority.
33 a. First with drivers that are working that day.
34 b. If none, then with any driver on a scheduled day off.
35

36 Drivers who sign or volunteer for extra work on a scheduled day off shall be considered on a
37 scheduled day off outside the hours they signed to work.
38

39 Stand-by drivers shall be considered to be on a scheduled day off when their hours are
40 completed for the week. A stand-by driver who is scheduled to work on a day in which they reach
41 their maximum hours shall not be considered to be on a scheduled day off that day.
42

- 43 c. Drivers who are on paid leave will not be subject to being inversed.
44

45 **35.2 Overtime Restrictions**

46 A. The following restrictions shall apply to the filling of all overtime work regardless of the status of the driver
47 involved (i.e. stand-by, overtime, volunteer, miss-out or inverse seniority). For the purpose of this procedure,
48 the term "most senior available driver" is defined to mean that driver who would be first out at that particular
49 time according to the above described order of assignment.

- 50 1. If the overtime available connects directly to (in front of or behind) a shift or other piece of work and does
51 not result in a fragment of work less than two (2) hours in length, the overtime will be filled as stated
52 above.

- 1 2. If the overtime available connects directly to (in front of or behind) a shift or other piece of work and if
2 given to the most senior available driver would result in a fragment of work less than two (2) hours in
3 length, the overtime will be filled as follows.
4 a. The overtime will be given to most senior available driver and the fragmented balance left (if it
5 connects directly to a shift or other piece of work) will be filled by the next most senior available
6 driver.
7 b. If a fragment of work left does not connect directly to a shift or other piece of work, the overtime
8 available will be given to the next most senior available driver.
9 3. If the overtime work available has a report time before the most senior driver (in the order stated above) is
10 available, then the next most senior available driver will fill the run until the more senior driver is available,
11 but for not less than one and one-half (1 1/2) hours driving time unless coming off a run.
12 4. Except for overtime assignments, which overlap the regular work schedule, a driver will not normally be
13 pulled involuntarily from their bid run to replace another driver. The switching of driver assignments for
14 overtime purposes may not, however, violate any provisions of Article 34 regarding the order of
15 distribution of overtime.
16

17 ARTICLE 36
18 REPORTING FOR WORK

19
20 **36.1 Driver Responsibilities**

- 21
22 A. It is understood that personal affairs and obligations will be conducted during non-working hours.
23
24 B. If a driver is sick or otherwise unable to come to work, they must call in at least sixty (60) minutes prior to the
25 scheduled start of the shift or be subject to the "late" policy defined in Article 13.
26
27 C. Drivers being called in will be given a report time. Drivers must report by the report time given or they will be
28 subject to the late/miss-out policy. Drivers not able to report with sixty (60) minutes or less notice will not be
29 subject to a late/miss-out.
30
31 D. Drivers shall not be considered to be "punched in" unless they are in proper uniform.
32
33 E. Drivers must report for work at the garage. An exception to this rule will be made any time there is a break of
34 one (1) hour or less actual driving time between reliefs, in which case the driver is not required to report to the
35 garage for the break. Other exceptions will be allowed only in unusual circumstances with the approval of the
36 Employer.
37

38 **36.2 Transportation**

- 39
40 A. The Employer will provide transportation between the garage and the Appleton downtown area for those
41 drivers who are relieving or being relieved downtown, including those who are a party to a schedule change.
42 This will be accomplished either through the use of a bus, at no charge to the employee, or by other means.
43 If drivers are required to use the bus for transportation, the Employer will provide transportation to and from
44 an appropriate bus stop near the garage.
45
46 B. The procedure to be utilized in reporting for and being relieved from out of town relief points shall be
47 determined by the Employer, in advance, for the entire bid period. This procedure could include providing
48 transportation, drivers voluntarily utilizing their own vehicles, or advancing the report time by fifteen (15)
49 minutes to enable the relieving employees to ride the bus. Whatever procedure is established shall be on a
50 non-precedential basis.
51

52 **36.3 Paid Leave**

- 53
54 A. All paid leave is to be taken on the basis of a full shift off, except for the following:

- 1
2 1. Unused odd balances of vacation, PTO and/or floating holiday hours totaling twenty-four (24) hours or
3 less that remain at the end of a calendar year;
4 2. An illness or emergency that occurs during a driver's shift.
5

6 ARTICLE 37
7 PREMIUM PAY
8

- 9 A. Employees will be paid for all extensions of their regular schedule due to breakdowns, storms, or other
10 circumstances beyond their control (excluding workers compensation).
11
12 B. Drivers shall receive an additional one-half (1/2) hours pay for being scheduled to drive twelve (12) or more
13 hours without any intervening time. Employee initiated schedule changes and/or drivers working two or more
14 shifts are exempt from this provision, however, driver's working two or more shifts will be paid for each shift
15 per the bid.
16
17 C. Employees will be paid for making out accident reports, provided that such pay shall be limited to not more
18 than one-half (1/2) hour after the employee has finished their job assignments for the day.
19

20 ARTICLE 38
21 UNIFORMS
22

- 23 A. The Employer shall provide the initial uniform and replace non-serviceable uniform items for all drivers based
24 on "D" below. The cost of maintenance of the uniform shall be borne by the employee. The Employer
25 reserves the right to set standards for and regulate items of uniform clothing to include but not to be limited to:
26 color; style; fabric; material; brand; and specifications. The Employer further reserves the right to determine
27 the serviceability of any uniform item.
28
29 B. Drivers shall wear full uniform, as defined by the Employer, at all times when on duty.
30
31 C. Uniforms may be worn only during the course of work and for travel directly to and from the place of
32 employment.
33
34 D. The uniforms for drivers which are referred to in "A." above consist of the following allocation:
35

36 Full-time and Stand-by:

- 37
38 1 jacket
39 4 pants
40 10 shirts (any style combination)
41 2 fleece
42 1 pr. shoes Black, leather, from an approved vendor (maximum \$55)
43

44 Part-time:

- 45
46 1 jacket
47 3 pants
48 5 shirts (any style combination)
49 2 fleece
50 1 pair of shoes Black, leather, from an approved vendor (maximum \$55)
51
52
53

ARTICLE 39
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 40
WORK SCHEDULES

40.1 Establishment of Work Schedules

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

40.2 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.

40.3 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.

40.4 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.

40.5 (non-benefited) PART-TIME UTILITY WORKER SCHEDULES

- A. The City of Appleton and the Teamster Union agree to use a labor pool to fill the Part Time Utility Worker schedules. The scheduling options will be based on management needs and employees availability.
- B. Part Time Utility Workers will be assigned a varied schedule between 3:00 p.m. — 12:00 a.m. The schedule will consider coverage needs and availability provided by the employee and may be any amount of hours to a maximum average of 29.5 hours per week.

Coverage needs generally fall into the time frame listed below:

Monday — Saturday 3:00 p.m. — 12:00 a.m.

Additional hours are needed for shelter cleaning and can be flexible during any hours of operation.

Additional hours will be available for snow removal and will be unpredictable, these hours will be offered on a voluntary basis as they occur.

- 1 c. Part Time Utility Workers will be allowed to voluntarily sign for additional Utility Worker hours beyond those agreed
2 upon and will be given available hours based on seniority.
3
4 d. Part Time Utility Workers will not be inversed outside of the hours/days they are initially assigned.
5
6 e. The number of Part Time Utility Workers will be a management decision.
7
8 f. No guarantee of hours will be provided.
9
10 g. The pay scale listed in the contract for Utility Worker will be used.
11 h. Part Time Workers will be paid for actual hours worked and overtime after 40 hours.
12 i. Adjustments to the hour definitions above may be created based on Management decision and candldate
13 avallability.

14
15 ARTICLE 41
16 SHIFT BIDDING PROCEDURES
17

18 41.1 Posting and Effective Dates
19

20 Maintenance Employees

- 21 A. Work schedules shall be selected by seniority within the classification and will be posted no later than
22 December 1, May 1, and August 1, and take effect on the first Monday of January, the Monday after the
23 school year ends, and the Monday before the school year begins.
24
25 B. If major changes are to be made in the work schedule, the Employer will meet with the Shop Committee prior
26 to the posting. If there are only minor changes or no changes, the Employer will provide the Shop Committee
27 with copies of the schedule in advance of the posting and will meet with the Committee upon request.
28

29 Office Employees

- 30 C. Communication Technicians will select a shift by seniority.
31

32 41.2 Order of Bidding/Time Limits
33

34 Maintenance Employees

- 35 A. Work shifts will be bid by seniority within classification. Any employee who does not bid within twenty-four
36 (24) hours of their turn will lose their turn and be passed up. The employee may re-enter the bidding later, but
37 only from the point to which the bidding has then progressed as determined by the last employee to have
38 actually signed the bid sheet.
39

40 For the purpose of defining within twenty-four (24) hours, bidding may be done Monday through Friday from
41 5:00 AM to 11:00 PM. If the previous employee bids on Friday, the next bidder will have until the same time
42 on Monday to complete his bid.
43

- 44 B. The placement on the bid list of employees who return from a medical leave in the middle of a bid period and
45 the determination of whether there will be a resulting rebid will be decided on a case-by-case basis.
46

47 41.3 Method of Bidding
48

49 Maintenance Employees

- 1 A. Bids will be accepted by telephone from employees provided the call is made on the recorded line (832-
2 5555).
3
4 B. Employees must leave with their supervisor or the office and the Union Steward, a list of first, second, and
5 third choice bids before going on scheduled leave.
6

7 **41.4 Rebidding**
8

9 Maintenance Employees

- 10 A. If a regular vacancy occurs more than forty-five (45) days before the effective date of the next bid, any open
11 work shifts will be rebid from the vacancy downward on the seniority list for that job classification. Rebidding
12 will be done as follows.
13
14 1. Rebidding begins with the next employee in the same job classification following the vacancy.
15 2. Rebidding choices are the following.
16 a. The same work shift the employee previously bid.
17 b. The open work shift created by the vacancy.
18 c. Any other unbid work shift.
19
20 B. If a regular vacancy occurs forty-five (45) days or less before the effective date of the next bid, and there is
21 sufficient time available to justify doing so, employees will be asked in seniority order, from the vacancy down,
22 if they wish to take the open bid or stay where they are. The employee who is promoted to fill the regular
23 vacancy will be assigned to the bid that remains. This procedure will be handled administratively, in lieu of
24 formal rebidding. If this process is not followed because of the circumstances of a particular case, the
25 employee who is promoted shall be assigned to the open bid which was created by the regular vacancy.
26

27 Communication Technicians

- 28 C. If a regular vacancy occurs, Communication Technicians will be asked in seniority order if they wish to take
29 the open shift.
30

31 **41.5 Right to Assign Unbid Work Shifts**
32

33 The Employer reserves the right to assign all work shifts not bid to available employees.
34
35
36

37 **ARTICLE 42**
38 **DISTRIBUTION OF OVERTIME**
39

40 **42.1 Seniority**
41

- 42 A. Except as modified elsewhere in this Agreement, work outside the regular hours of work shall be offered to
43 the senior available employees in that classification of the unit.
44
45 B. The Employer reserves the right to determine the level of classification necessary to perform the available
46 overtime work. For overtime classification purposes, the Maintenance Division will be divided into two groups:
47 1) all levels of mechanic classifications; and 2) utility, service and all other classifications. Overtime will be
48 distributed by seniority within each group or will be assigned by inverse seniority within each group. If there
49 are no employees within a group who are eligible to work overtime, it will then be offered to the other group
50 provided they meet the minimum qualifications necessary to perform the work.
51

52 **42.2 Order of Distribution**
53

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

- 1
2 A. Voluntary Distribution.
3
4 1. Overtime will be handled on a voluntary basis whenever possible.
5 2. The Employer will provide the opportunity to volunteer for overtime work by posting overtime availability
6 sheets. Separate sheets will be provided for specific overtime that is known in advance and for
7 unanticipated overtime. It is the responsibility of each employee to notify their supervisor of their
8 availability for either type of overtime work by signing the appropriate sheet no later than 10:00 a.m. the
9 day before such work becomes available (10:00 a.m. Friday for Monday work).
10 3. All extra work will be assigned on the basis of seniority to those who have signed for work that day
11 provided, however, that the employee must be available for at least two (2) hours or the duration of the
12 work, if less than two (2) hours. Employees will be assigned a shift which results in the most available
13 hours going to the most senior employee. Employees will not be assigned more than one (1) full shift
14 until all available employees have been assigned a shift.
15 4. Any employee who signs the availability sheet and is assigned extra work or overtime at the time the
16 following day's work assignments are completed will be obligated to work that shift. If an employee is
17 called about overtime work after the work assignments are completed they will have the option of
18 accepting or declining the offered work.
19
20 B. Involuntary Distribution.
21
22 1. Overtime may be assigned by the Employer on an inverse seniority basis.
23 2. Part-time office and maintenance employees may be inversed.
24 3. Employees who do not sign the availability sheet will, however, be assigned extra work or overtime only
25 when the list of available employees becomes exhausted. In that event, extra work will be assigned to
26 the least senior full-time or part-time employee who is not already scheduled to work.
27
28 C. Splitting of Overtime.
29
30 1. Single overtime shifts may also be split in the following situations.
31 a. The most senior people who have signed the overtime availability sheet agree to split the time
32 and the hourly split will not invoke any minimum pay provisions.
33 b. If no agreement on splitting can be reached the most senior person shall have the choice of
34 taking all or none of the available overtime.
35 c. If, as a result of not being able to reach agreement on splitting the overtime, and the most senior
36 person waives the overtime, the overtime will be passed to the next senior person(s) who have
37 signed the availability sheet.
38 2. The privilege of splitting overtime shall not supersede the Employer's right to determine the level of
39 classification necessary to perform the available overtime work.
40
41 D. Eligibility for Overtime Work.
42
43 1. A maintenance or office employee who has bid a full week of vacation, PTO or floating holiday hours is
44 ineligible for overtime work for that entire calendar week.
45 2. A maintenance or office employee who is on vacation, PTO or floating holiday for an entire day's work
46 shift(s) is ineligible for any overtime work during the calendar day(s) they are off.
47 3. A maintenance or office employee who is on vacation, PTO or floating holiday for part of a shift is
48 ineligible for any work during the time they are on vacation or holiday.
49
50 E. If an employee is excluded from bidding a particular shift in the shop or office based on their classification
51 qualifications, they will also be excluded from working overtime on that shift.
52
53 42.3 Duration of Overtime Work
54

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

3
4 **42.4 Errors In Distribution**

5
6 Management will take all reasonable steps to insure that overtime is distributed properly. The Employer, however,
7 assumes no financial liability for errors in overtime assignments which result from employee instigated schedule
8 changes after the final bid is posted.

9
10 **ARTICLE 43**
11 **REPORTING FOR WORK**

12
13 **43.1 Maintenance and Office Employee Responsibilities**

- 14
15 A. It is understood that personal affairs and obligations will be conducted during non-working hours. Employees
16 may, with permission from their supervisor, use personal equipment for transit related purposes.
17
18 B. If the maintenance and/or office employee responsible for opening the facility or reporting first for work is sick
19 or otherwise unable to report to work, they must call their supervisor or designee at least sixty (60) minutes
20 prior to the scheduled start of their shift. All other maintenance or office employees should use the recorded
21 line to report off work and call at least sixty (60) minutes prior to the scheduled start of their shift.

22
23 **43.2 Paid Leave**

24
25 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
26 occurs during an employee's shift, the Employer reserves the right to approve or deny all requests for a partial shift
27 off.

28
29 **43.3 Late Reports**

30
31 All employees covered under this bargaining agreement shall be subject to Article 13-Lates and Miss-outs.

32
33
34
35 **ARTICLE 44**
36 **UNIFORMS**

- 37
38 A. Coveralls or other appropriate clothing will be furnished for maintenance employees.
39
40 B. Shop clothing may be worn only during the course of work and for travel directly to and from the place of
41 employment.
42
43 C. The Employer shall, at its sole discretion, provide uniforms to the office and maintenance employees. The
44 decision to provide uniforms to such employees and the number of items to be provided are solely at the
45 discretion of the Employer. The current uniform allocations for these other employee groups include the
46 following:

47
48 **Communication Technicians**

49
50 1 fleece
51
52 1 polo shirt

48 **Maintenance Employees**

49
50 1 winter jacket
51 coveralls/work pants and shirts

1 Office personnel are not required to wear their uniforms to work on a daily basis. They may wear any
2 appropriate office attire. They may, however, be required to wear their uniform when representing Valley
3 Transit in public or official business or when requested to do so by management.
4

5 ARTICLE 45
6 MECHANIC PROVISIONS
7

8 **45.1 Mechanic Classifications**
9

10 The Employer may hire at the Mechanic or Master Mechanic classification based on qualifications and needs of the
11 department.
12

13 **45.2 ASE Testing**
14

15 The Employer will pay the testing fee for any approved ASE testing or re-testing. The employees shall take the ASE
16 tests on their own time and at their own expense.
17

18 **45.3 Lead Mechanic**
19

20 The Lead Mechanic pay will be \$1.00/hour more than the Master Mechanic rate (based on qualifications of the Lead
21 Mechanic)
22
23

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 11th day of
2 December 2023.

7 CITY OF APPLETON:

TEAMSTERS LOCAL UNION NO. 662

10 

12 Jacob A. Woodford
13 Mayor

10 

12 Dan Kutcher
13 Business Agent

16 *Attest:*

17 

20 Kami Lynch
21 City Clerk

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

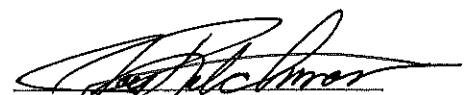
28 

30 Jeri Ohman
31 Director of Finance

34 *Approved as to form:*

35 

38 Christopher R. Behrens
39 City Attorney

41 

43 Jay Ratchman
44 Director of Human Resources

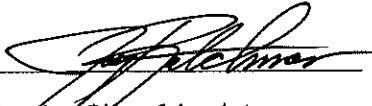
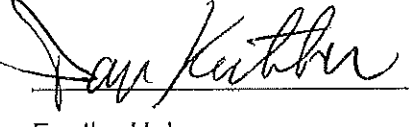
| VALLEY TRANSIT TEAMSTER SCHEDULE 2024-2026 | | | |
|--|---------------|---------------|---------------|
| | 1/1/2024 Rate | 1/1/2025 Rate | 1/1/2026 Rate |
| BUS DRIVER | 3.00% | 3.00% | 2.50% |
| Training Rate 85% | \$23,2008 | \$23,8968 | \$24,4942 |
| Completion of probation 90% | \$24,5655 | \$25,3025 | \$25,9350 |
| 1 year after completion of probation 95% | \$25,9303 | \$26,7082 | \$27,3759 |
| 2 years after completion of probation 100% | \$27,2950 | \$28,1139 | \$28,8167 |
| STANDBY DRIVER/OFFICE CLK | | | |
| Base Wage | \$21,3107 | \$21,9500 | \$22,4988 |
| Wage After 12 Months | \$22,0420 | \$22,7033 | \$23,2708 |
| Wage After 24 Months | \$22,3819 | \$23,0534 | \$23,6297 |
| Wage After 36 Months | \$23,4428 | \$24,1461 | \$24,7497 |
| Wage After 48 Months | \$24,5140 | \$25,2494 | \$25,8807 |
| Wage After 60 Months | \$25,5749 | \$26,3421 | \$27,0007 |
| Wage After 72 Months | \$26,6255 | \$27,4243 | \$28,1099 |
| COMMUNICATION TECHNICIAN | | | |
| Base Wage | \$20,3940 | \$21,0058 | \$21,5310 |
| Wage After 12 Months | \$20,9502 | \$21,5787 | \$22,1182 |
| Wage After 24 Months | \$21,5167 | \$22,1622 | \$22,7163 |
| Wage After 36 Months | \$22,0626 | \$22,7245 | \$23,2926 |
| Wage After 48 Months | \$22,6394 | \$23,3186 | \$23,9015 |
| Wage After 60 Months | \$23,1853 | \$23,8809 | \$24,4779 |
| Wage After 72 Months | \$23,7724 | \$24,4856 | \$25,0977 |
| **note Communication Tech/Scheduler is paid \$1.00/hour above Comm Tech | | | |
| UTILITY WORKER - PT | | | |
| Base Wage | \$19,6215 | \$20,2101 | \$20,7154 |
| Wage After 12 Months | \$20,1880 | \$20,7936 | \$21,3135 |
| Wage After 24 Months | \$20,4146 | \$21,0270 | \$21,5527 |
| Wage After 36 Months | \$21,2077 | \$21,8439 | \$22,3900 |
| Wage After 48 Months | \$21,9905 | \$22,6502 | \$23,2165 |
| Wage After 60 Months | \$22,7836 | \$23,4671 | \$24,0538 |
| Wage After 72 Months | \$23,5870 | \$24,2946 | \$24,9020 |
| MECHANIC | | | |
| Start 75% of Base Wage | \$20,6026 | \$21,2207 | \$21,7512 |
| 80% Base Wage After 6 Mo | \$21,9761 | \$22,6354 | \$23,2012 |
| 85% Base Wage After 12 Mo | \$23,3496 | \$24,0501 | \$24,6513 |
| 90% Base Wage After 18 Mo | \$24,7231 | \$25,4648 | \$26,1014 |
| 95% Base Wage After 24 Mo | \$26,0966 | \$26,8795 | \$27,5515 |
| 100% Base Wage After 30 Mo | \$27,4701 | \$28,2942 | \$29,0016 |
| <i>1/1/2021: \$.10 added to base wage (for ASE certification recognition)</i> | | | |
| MASTER MECHANIC | | | |
| Start | \$30,0039 | \$30,9040 | \$31,6766 |
| Mid (achieved 4 Transit ASE Certifications) | \$31,0751 | \$32,0074 | \$32,8075 |
| Full (achieved all required Transit ASE Certifications) | \$32,1463 | \$33,1107 | \$33,9385 |
| CLEANING PERSON | | | |
| Base Wage | \$21,5600 | \$22,2100 | \$22,7700 |

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:

Randy Stammer

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 | For the Union |
| <u>12/11/2023</u> | <u>12-7-2023</u> |
| Date | Date |

**EXHIBIT D
LETTER OF UNDERSTANDING
LEAD DRIVER PROGRAM**

This Letter of Understanding outlines an agreement reached between the City of Appleton and the Teamster Local #662 Valley Transit during negotiations for a 2021 Collective Bargaining Agreement. The Letter of Understanding applies to the creation of a Lead Driver Program.

Lead Driver Pay

Lead Driver pay will be \$1.00/hour more than the Bus Driver rate including longevity if applicable (based on length of service and qualifications of the Lead Driver)

Qualifications

Qualifications for Lead Driver will be determined by the Employer and will reasonably relate to the expectations and job duties of the position. If two drivers are equally qualified, the lead position will be awarded to the more senior driver.

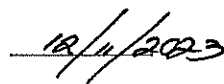
Schedule

Lead Drivers will have the ability to select their scheduled bid per the contract however, as part of the Lead Driver Program, they may have their daily hours changed during the week to provide for Saturday coverage. Saturday coverage will be shared between the Lead Driver positions on a rotational basis and shall be accomplished by a schedule shift change during the week to minimize any overtime impact.

This Letter of Understanding will expire on December 31, 2023



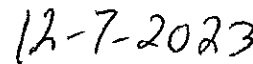
For the City of Appleton



Date



For the Union



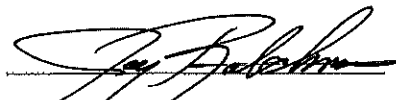
Date

**EXHIBIT C (UPDATED VERSION 1/1/2024)
LETTER OF UNDERSTANDING
LONGEVITY AND VACATION FOR PART-TIME EMPLOYEES**

This Letter of Understanding outlines an agreement reached between the City of Appleton and the Teamster Local #662 Valley Transit during negotiations for a 2024 Collective Bargaining Agreement. The Letter of Understanding applies to the elimination of longevity and vacation for part-time employees. The following employees shall be grandfathered as outlined below:

Paul Rollefson

Vacation



12/11/2023

For the City of Appleton

Date



12-7-2023

For the Union

Date

