



**2020 - 2022**  
**LABOR AGREEMENT**

**City of Kenosha and Local #71-Transit,  
American Federation of State, County and Municipal Employees  
(AFSCME), AFL-CIO**

**TABLE OF CONTENTS**

**ARTICLES OF AGREEMENT..... 1**

**ARTICLE I – RECOGNITION..... 1**

    1.01 Union Recognition..... 1

    1.02 Part-Time Employee Representation..... 1

**ARTICLE II – MANAGEMENT RIGHTS..... 2**

    2.01 Management Rights..... 2

    2.02 Changes in Operation..... 2

    2.03 Scheduling of Overtime..... 2

    2.04 Modifications to Job Descriptions..... 2

    2.05 Discipline and/or Discharge..... 2

    2.06 Contracted Services..... 2

    2.07 Work Rules..... 3

**ARTICLE III – UNION ACTIVITY AND SECURITY..... 3**

    3.01 Union Dues..... 3

    3.02 Seniority List..... 3

    3.03 Notice of Layoff and Recall..... 3

    3.04 Time Off for Union Activities..... 3

    3.05 Union Business..... 3

    3.06 Union Meetings..... 3

    3.07 Attendance at Civil Service or Arbitration Hearings..... 4

    3.08 Union Negotiations..... 4

    3.09 Inspection Privileges..... 4

    3.10 Discrimination..... 4

    3.11 Labor/Management Committee..... 4

**ARTICLE IV – SENIORITY..... 4**

    4.01 Method of Computation..... 4

    4.02 New Employees..... 4

    4.03 Full-Time Employee..... 5

    4.04 Recognition of Seniority..... 5

    4.05 Layoff and Bumping Procedure..... 5

    4.06 Loss of Seniority..... 6

    4.07 Notice of Separation of Employment..... 6

    4.08 Promotion to Supervisory Status..... 6

**ARTICLE V – FILLING VACANCIES..... 7**

    5.01 Non-Discrimination..... 7

    5.02 Filling Vacancies..... 7

    5.03 Notice of Vacancy..... 7

    5.04 Preference when Filling Vacancies..... 7

    5.05 Application Procedure..... 7

    5.06 Examinations..... 7

5.07	Notice of Disqualification.....	8
5.08	Probation Period.....	8
5.09	Return to Previous Position.....	8
<b>ARTICLE VI – GRIEVANCE PROCEDURE.....</b>		<b>8</b>
6.01	Grievance Procedure.....	8
6.02	Workplace Safety.....	8
6.03	No Retaliation.....	9
6.04	Steps of the Grievance Procedure.....	9
6.05	Grievance Time Limits.....	10
6.06	Pay during Grievance Process.....	11
<b>ARTICLE VII – LEAVES.....</b>		<b>11</b>
7.01	Authorized Leave.....	11
7.02	Notice of Absence.....	11
7.03	Medical Leave.....	11
7.04	Personal Leave of Absence.....	12
<b>ARTICLE VIII – SICK LEAVE.....</b>		<b>13</b>
8.01	Sick Leave.....	13
8.02	Use of Sick Leave.....	13
8.03	Sick Leave Accumulation.....	14
8.04	Sick Leave Severance Pay.....	14
<b>ARTICLE IX – BEREAVEMENT LEAVE.....</b>		<b>14</b>
9.01	Bereavement Leave.....	14
<b>ARTICLE X – VACATION.....</b>		<b>15</b>
10.01	Vacation Leave.....	15
10.02	Vacation Accumulation Schedule.....	15
10.03	Continuous Service.....	15
10.04	Scheduling Vacation.....	16
10.05	Use of Vacation Leave.....	16
10.06	Pay for Vacation Leave.....	16
<b>ARTICLE XI – HOLIDAYS.....</b>		<b>16</b>
11.01	Holidays.....	16
11.02	Observed Holiday.....	16
11.03	Leave Eligibility.....	16
<b>ARTICLE XII – SPECIAL LEAVE OF ABSENCE WITH PAY.....</b>		<b>17</b>
12.01	Special Leave of Absence with Pay.....	17
<b>ARTICLE XIII – MILITARY LEAVE.....</b>		<b>17</b>
13.01	Military Leave.....	17
<b>ARTICLE XIV – COMPENSATORY LEAVE.....</b>		<b>17</b>

14.01	Compensatory Leave.....	17
14.02	Use of Compensatory Leave.....	17
14.03	Compensatory Leave Accumulation Procedure.....	17
<b>ARTICLE XV – PAY FOR TIME WORKED.....</b>		<b>18</b>
15.01	Compensation Plan.....	18
15.02	Step Progression.....	18
15.03	Pay for Time Worked.....	18
15.04	Pay Period.....	18
<b>ARTICLE XVI – OVERTIME, CALL-IN &amp; SPECIAL PAY PROVISIONS.....</b>		<b>19</b>
16.01	Overtime.....	19
16.02	Overtime Provisions.....	19
16.03	Call-In Pay.....	19
16.04	Sunday Pay.....	19
16.05	Holiday Pay.....	19
16.06	Pay for Work in Certain Classifications.....	20
16.07	Special Pay Provisions.....	20
<b>ARTICLE XVII – MEAL AND BREAK PERIODS.....</b>		<b>22</b>
17.01	Meal Period.....	22
17.02	Break Period.....	22
17.03	Restrictions.....	22
17.04	Wash-Up Period.....	22
17.05	Breaks for Nursing Mothers.....	22
<b>ARTICLE XVIII – SAFETY &amp; WORK RULES.....</b>		<b>22</b>
18.01	Safety and Work Rules.....	22
18.02	Drug & Alcohol Free Workplace.....	22
18.03	Reporting Unsafe Conditions or Equipment.....	23
18.04	Reporting Injuries & Accidents.....	23
18.05	Joint Safety Committee.....	23
18.06	Clothing and Personal Protective Equipment.....	23
<b>ARTICLE XIX – WORKER’S COMPENSATION.....</b>		<b>23</b>
19.01	Worker’s Compensation.....	23
<b>ARTICLE XX – WORK WEEK &amp; WORK SCHEDULE.....</b>		<b>23</b>
20.01	Work Week.....	23
20.02	Work Schedule.....	24
20.03	Modification of Work Schedule.....	24
<b>ARTICLE XXI – CLOSING OF A CITY DEPARTMENT OR BUILDING.....</b>		<b>24</b>
21.04	Closing of any City Department or Building.....	24
<b>ARTICLE XXII – EMPLOYMENT BENEFITS.....</b>		<b>25</b>

22.01 Health and Dental Insurance.....	25
22.02 Health Insurance for Retirees.....	25
22.03 Retention of Health Insurance upon Disability Retirement/Separation.....	26
22.04 Health Insurance for City Employees who are married.....	26
22.05 Adult Dependent Health Insurance Coverage.....	27
22.06 Wisconsin Retirement System.....	27
22.07 Group Life Insurance.....	27
22.08 Killed in the Line of Duty Benefit.....	28
<b>ARTICLE XXIII – NO STRIKE OR LOCKOUT.....</b>	<b>28</b>
23.01 No Strike or Lockout.....	28
<b>ARTICLE XXIV – SEVERABILITY OF AGREEMENT.....</b>	<b>29</b>
24.01 Severability of Agreement.....	29
<b>ARTICLE XXV – MAINTENANCE OF STANDARDS.....</b>	<b>29</b>
25.01 Maintenance of Standards.....	29
<b>ARTICLE XXVI – TERMINATION OF AGREEMENT.....</b>	<b>29</b>
26.01 Termination of Agreement.....	29
<b>APPENDIX A - ATTENDANCE MONITORING AND CONTROL.....</b>	<b>30</b>

## ARTICLES OF AGREEMENT

### **City of Kenosha and Local #71-Transit (Local #71-T), American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO**

These Articles of Agreement (herein referred to as the “Agreement”), are made and entered into according to the provisions of Wisconsin State Statute §111.70 by and between the City of Kenosha as a municipal employer (herein referred to as the “City” and/or the “Employer”), on behalf of the Department of Transit and the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local #71-Transit (Local #71-T) (herein referred to as the “Union”). The purpose of this Agreement is to provide for orderly and constructive employment relations between the employees covered by the Agreement and the City.

This Agreement shall in all respects wherever the same may be applicable herein, be subject and subordinate to the provisions of the Charter of the City of Kenosha in effect at the time of the execution of this Agreement and shall also be subject to the Rules and Regulations of the Civil Service Commission of the City of Kenosha, within its statutory jurisdiction, and shall further be subject and subordinate to the Statutes of the State of Wisconsin.

The City, however, agrees that any item of the Civil Service Ordinance or Rules and Regulations affected by negotiated changes in this Agreement shall be presented to the proper governing body for revision. It is further mutually understood that this written Agreement replaces any and all prior Agreements entered into by Resolution or otherwise. Any provision of a prior Agreement which is in conflict herewith, or any provision of a prior Agreement which is not covered herein, shall be deemed of no further effect unless it is subsequently agreed to by both parties hereto.

#### **ARTICLE I – RECOGNITION**

##### **1.01 Union Recognition**

The Employer recognizes and acknowledges that the Union is the authorized representative for the express purpose of having conferences and negotiations with the Employer on behalf of the employees of the City employed in the classification(s) of Mechanic (II) and/or Streetcar Technician and assigned to the Department of Transportation as certified by the Wisconsin Employment Relations Commission on August 24, 1966, October 24, 1966, and October 8, 1968.

##### **1.02 Part-Time Employee Representation**

In the event that the Department of Transportation funds permanent part-time mechanic or streetcar technician positions whose budgeted year-round hours are 20 or more per week, the Employer agrees to meet with the Union (prior to implementation) to negotiate over wages, hours, and working conditions.

## **ARTICLE II – MANAGEMENT RIGHTS**

### **2.01 Management Rights**

The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not specifically abridged, delegated or modified by other provisions of this Agreement are retained exclusively by the City. Such powers or authority include, but are not limited to, those provided for in other sections of this Agreement.

### **2.02 Changes in Operation**

The City agrees to notify the Union in writing of any proposed changes in the methods of operation which may affect employees covered by this Agreement. All proposed changes will be discussed between the Employer and the Union prior to effectuating any change where the proposed change would introduce new job classifications, or affect the wages of covered employees.

### **2.03 Scheduling of Overtime**

The City has the right to schedule overtime work as required in the manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest.

### **2.04 Modifications to Job Descriptions**

It is understood by the parties that every incidental duty connected with operations enumerated in the class specifications is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee. The City agrees to provide the Union with five (5) copies of amendments to any job description of positions represented by the Union and description of any new positions represented by the Union.

### **2.05 Discipline and/or Discharge**

The City reserves the right to discipline or discharge employees who have completed their initial probationary period pursuant to Section 4.02 for just cause. The City reserves the right to layoff for lack of work or funds, or occurrence of conditions beyond the control of the City or where such continuation of work would be wasteful and unproductive. The City shall have the right to determine reasonable schedules of work and to establish methods and processes by which such work is performed.

### **2.06 Contracted Services**

The Union agrees and recognizes that the City has certain statutory and charter rights and obligations in contracting for services relating to its operations. The right of contracting or subcontracting is vested solely with the City. The City recognizes that the Union has an obligation to its members and agrees that the right to contract or subcontract work or services will not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

**2.07 Work Rules**

The Union recognizes the right of the City to establish reasonable work rules. The Union recognizes the rights of the City to establish and enforce reasonable standards relating to employees' personal appearance. Any dispute with respect to reasonableness may be submitted to the grievance procedure.

**ARTICLE III – UNION ACTIVITY AND SECURITY**

**3.01 Union Dues**

The Employer agrees to deduct from the monthly earnings of all employees in the collective bargaining unit such amount being the monthly dues certified by the Union as the current dues uniformly requested of all members, and pay said amount to the Treasurer of the Union on or before the end of the month following the month such deduction was made. Changes in the amount of dues to be deducted shall be certified by the Union thirty (30) days before the effective date of the change.

As to new employees, such deduction shall be made in the month prior to the month in which the new employee could complete probation. If the new employee does not successfully complete the probationary period such deduction shall be refunded immediately to him/her by the Union.

The Employer will provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union.

**3.02 Seniority List**

The Employer shall furnish an up-to-date master seniority list to the Secretary of Local 71-T on or about January 1<sup>st</sup> of each year. Such list shall also be posted where it may conveniently be inspected by the employees.

**3.03 Notice of Layoff and Recall**

The Union shall be notified of all employees to be laid off at least two (2) weeks in advance and all employees to be recalled to work at time of notice of recall, except in emergency situations.

**3.04 Time Off for Union Activities**

The City agrees to grant the necessary and reasonable time off, without discrimination or loss of rights and without pay, to not more than two (2) employees at any one time designated by the Union to attend a labor convention or serve in any capacity on other official Union business. Total time off under this section shall not exceed ten (10) work days per year for all members of the bargaining unit. One (1) weeks notice will be given to the City if at all possible.

**3.05 Union Business**

No Union member or officer shall conduct any Union business on City time except as specified in this Agreement.

**3.06 Union Meetings**

No Union meeting shall be held on City time.



**3.07 Attendance at Civil Service or Arbitration Hearings**

The petitioner and two (2) Union representatives employed by the City will be allowed to attend Civil Service or arbitration hearings without loss of pay.

**3.08 Union Negotiations**

The City agrees to grant time off, without loss of pay, to not more than two (2) employees at any one time to attend negotiation meetings with the City, provided such employees are members of the negotiating team.

**3.09 Inspection Privileges**

District Union Representatives shall be granted access to the Employer's place of business during working hours for the purpose of investigation of disputes, ascertaining that this Agreement is being adhered to, or to confer with Union stewards or officers provided that said representatives notify the supervisor or department head involved before engaging in such activity.

**3.10 Discrimination**

Any employee member of the Union acting in any official capacity provided for by this Agreement shall not be discriminated against for his or her acts as such officer of the Union, nor shall there be any discrimination against any employee because of Union membership or activities, nor shall said Union employees discriminate against any fellow employee.

**3.11 Labor/Management Committee**

In the event the Union requests to form a Labor/Management Committee, it shall be established under the following terms: 1) the Committee shall consist of two (2) members of the bargaining unit and two (2) members of City management. Additional members may be added upon mutual agreement; 2) the Committee will meet at least quarterly at a mutually agreeable date and time. The agenda for each meeting will also be mutually agreed upon by both Parties.

**ARTICLE IV – SENIORITY**

**4.01 Method of Computation**

The seniority of a full-time City employee is the status attained by the length of his or her continuous employment with the City, following the successful completion of his or her probationary period computed in years, months, and days from the first day of his or her last regular City employment date and shall indicate time worked excluding unpaid leaves of absence exceeding thirty (30) days and layoffs, but including leaves of absence for covered military leave.

The seniority of a full-time employee hired by Kenosha Transit after January 1, 2014, is the status attained by the length of his or her continuous employment with Kenosha Transit, following the successful completion of his or her probationary period computed in years, months, and days from the first day of his or her last regular Kenosha Transit employment date and shall indicate time worked excluding unpaid leaves of absence exceeding thirty (30) days and layoffs, but including leaves of absence for covered military leave.

The City recognizes the concept of “shop seniority” based upon the above computations for the purposes of shift pick, vacation pick, lead mechanic posting (if qualified) and forced overtime (inverse order).

**4.02 New Employees**

Newly appointed permanent full-time employees and those hired after a break in service, will be regarded as probationary employees for the first six (6) calendar months of work. If a

probationary employee is disciplined or dismissed during the probationary period, he or she shall not have recourse through the grievance procedure. When a probationary employee is appointed to permanent status, he or she shall receive credit for the time worked during their probationary period.

#### **4.03 Full-Time Employee**

A full-time employee is a person hired to fill a permanent position in the City's Table of Organization. Full-time employees are paid an hourly rate of pay for their work and earn overtime for work performed after 40 hours of work in their regularly scheduled workweek.

#### **4.04 Recognition of Seniority**

The City recognizes the principle of seniority and the Union recognizes the need of maintaining an efficient work force. In all matters involving the increase or decrease of employee workforce, layoff, or promotion, the seniority of employees covered under this Agreement shall be given primary consideration. Skill, ability and efficiency shall be considered only where they substantially outweigh consideration of length of service.

#### **4.05 Layoff and Bumping Procedure**

- A.** Employees shall be laid off in inverse order according to their seniority date and shall possess the right to be re-employed in order of their seniority to positions to which they qualify and are able to discharge the duties and responsibilities of the position. The City agrees to give two (2) weeks advance notice to employees being laid off, but if not possible, the City agrees to give at least two (2) work days notice in case of extreme emergency.
- B.** The employee selected to be laid off shall have the right to bump any less senior bargaining unit employee in a classification represented under this Agreement unless the skill, ability and efficiency of the less senior employee substantially outweighs those of the senior employee. The senior employee must meet the same minimum qualifications and examination standards that would be used to fill the vacancy through normal posting procedures. The employee selected to be laid off may also elect to bump into a higher paying classification if: 1) they held the higher paying classification for a period of at least nine (9) months or more, and 2) are able to successfully discharge the duties and responsibilities of the higher paying classification.
- C.** The employee selected for lay off may bump into a job classification covered under this Agreement that is currently vacant. This action by the employee shall be considered the same as if the employee bumped a least senior bargaining unit employee.
- D.** The less senior employee who is bumped in accordance with paragraph (B) above shall be afforded the same bumping rights provided in paragraph (B) above. If this employee is unable to bump another less senior employee (or fill a current vacancy in a job classification covered under this Agreement) he or she will be placed on layoff.
- E.** Where two or more employees have elected the right to bump in lieu of layoff their rights shall be exercised in order of their seniority from most senior to least senior.
- F.** Employees who decline to exercise their bumping rights within three (3) business days of layoff notification will be placed on layoff and shall not retain bumping rights resulting from the layoff.

- G. The employee who is bumped out of his or her position shall have the preferential right to return to such position if for any reason it should become vacant within the subsequent twelve (12) calendar months after they were bumped from it and placed on layoff.

**4.06 Loss of Seniority**

A regular full-time employee will lose their seniority rights provided for under this Agreement for the following reasons:

- A. If the employee quits.
- B. If the employee is discharged for just cause and such discharge has not been challenged in accordance with the grievance procedure.
- C. If the employee remains away from work for more than three (3) consecutive working days without giving a reasonable excuse for his or her absence to his or her supervisor, department head or designee.
- D. If the employee fails to report to work within seven (7) business days after being recalled from layoff by the Employer, provided, however, that if he or she is unavailable, the period shall be fourteen (14) business days. If the employee fails to comply with this provision is due to circumstances beyond his or her control, he or she shall not lose seniority.
- E. If the employee does not return from an approved leave of absence.
- F. If the employee retires under the provisions of the Wisconsin Retirement System (WRS).
- G. If the employee is on layoff for a continuous period of time equivalent to twelve (12) or more calendar months.

**4.07 Notice of Separation of Employment**

The City agrees to provide the Union notice when a represented employee is terminated by or separates from City employment. The Union will identify the name of the steward to receive this notice.

**4.08 Promotion to Supervisory Status**

Employees who are promoted to supervisory or other positions not included within the bargaining unit shall continue to accumulate seniority after their promotion for fringe and retirement benefits only. Such employees may be returned to their original division within the bargaining unit during their probationary period and shall have seniority equivalent to his or her length of service prior to promotion. After completion of the probationary period of the non-represented position, such employees may be returned to a job within the bargaining unit only if there is a vacant position and such employee shall have seniority equivalent to his or her length of service prior to promotion.

## **ARTICLE V – FILLING VACANCIES**

### **5.01 Non-Discrimination**

The City and Union will not regard such factors as race, creed, color, religious observation or practice, national origin, ancestry, age, disability, marital status, arrest record, conviction record, veteran status, sex (including sexual harassment), sexual orientation, membership to the national guard, state defense force or any reserve component of the military force of the United States, and the use or non-use of lawful products off the employers premises during non working hours, except where age, sex or lack of a disability are an essential, bona fide occupational requirement, as having any bearing on whether or not an individual is accepted for employment, or as having any influence as to how he or she might progress within the City organization thereafter.

### **5.02 Filling Vacancies**

Vacancies for the positions of Mechanic II and Streetcar Technician assigned to the Department of Transit and as specified in the City's Table of Organization will be filled by the bargaining unit member applying for the vacancy with the longest City seniority provided such person is qualified and able to discharge the duties and requirements of the position within the probationary period. Skill, ability and efficiency of the applicant will be considered only where they substantially outweigh consideration of length of service.

### **5.03 Notice of Vacancy**

Vacancies will be posted internally at the Department of Transportation for five (5) working days in overlapping consecutive weeks. Such notices shall specify the title and wage rate of the position, the essential and general job functions, the required qualifications including education and/or licensing, notice of examination and examination dates (if any), application deadline, and any other pertinent information about the vacancy.

### **5.04 Preference when Filling Vacancies**

Preference shall be given first to permanent full-time employees for posted jobs before seasonal, temporary or new hires are considered.

### **5.05 Application Procedure**

Application for a posted vacancy must be filed with the Human Resources Department using the methods determined by the City. Applicants may be required to provide necessary evidence that they possess any requirement deemed essential for a position at the time of application, prior to an examination, or prior to appointment as determined by the City.

### **5.06 Examinations**

**A.** The City retains the right to administer written and/or oral examinations to determine qualifications and aptitudes for positions covered under this Agreement. In these positions, the senior applicant who receives a qualifying score on the examinations and who applies for the position shall be offered the position. If another opening in the same classification occurs within six (6) months of the original posting, the new vacancy need not be posted. Employees previously awarded a vacant position from such original posting shall be contacted to determine if they desire the new opening, and the senior qualified applicant from such original posting shall be contacted to determine if they desire the new opening, and the senior qualified applicant from such original posting who desires the position shall be selected.

- B. Eligible candidates who have passed previous examinations for a posted vacancy covered under this Agreement within a three (3) year period will not be required to undergo any examinations required by the City in order to qualify for the vacancy, unless the examination or standards of the position have been modified in a way that would require passing a new written or field examination. This determination will rest with the City.

**5.07 Notice of Disqualification**

A represented employee who applies to fill a vacancy covered by this Agreement, but whom the City considers not qualified shall be notified of this disqualification in writing. If there is a question concerning application of seniority and qualifications, the matter may be submitted using the grievance procedure as provided for in this Agreement under Article Six.

**5.08 Probation Period**

Permanent employees who fill vacancies through the internal posting procedure will serve a sixty (60) calendar day probationary period.

**5.09 Return to Previous Position**

- A. Employees are guaranteed the right to return to his or her previous position should their performance in the new position obtained by posting be deemed as unsatisfactory by the supervisor or department head within the probationary period.
- B. If the employee wishes to return to his or her previous position prior to the end of his or her probationary period, the City shall have the right to request that the employee to remain in the current position until the next senior applicant of those who originally applied can be transferred to the new position, or the position is filled by an external candidate.
- C. Employees who accept a position through posting and fail probation subject to A, or return to their previous position subject to B, shall not be allowed to post for the same position for a period of twelve (12) calendar months following their return to their former position.

**ARTICLE VI – GRIEVANCE PROCEDURE**

**6.01 Grievance Procedure**

The grievance procedure addresses issues concerning the interpretation or application of this Agreement including but not limited to, workplace safety, discipline and termination. Employees may utilize a Union steward and/or other Union Representative at any step in the grievance procedure, and employees may be present in all steps of the grievance procedure.

**6.02 Workplace Safety**

Workplace safety includes conditions of employment affecting an employee's physical health and safety of employees, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, training and warning requirements, and accident risk. Only those acts or omissions that involve a violation of State and/federal regulations or laws on health and safety in the workplace will constitute a workplace safety violation. Any grievance filed alleging a workplace safety violation must be personal to the employee filing the grievance; no class actions or complaints on behalf of another may be filed under this procedure.

### **6.03 No Retaliation**

No retaliatory action will be taken against any employee for proper and good faith use of the grievance procedure or participation in the processing of a grievance.

### **6.04 Steps of the Grievance Procedure**

#### **A. Discussion with Supervisor**

The employee shall first discuss complaints or questions with their immediate supervisor. The employee may elect to have a Union steward present during this discussion. Higher level supervisors may be called into the discussion. Every reasonable effort shall be made by supervisors and employees to resolve questions, problems or misunderstandings that have arisen before the filing of a written grievance.

#### **B. Step One**

If the grievance is not resolved within two (2) working days through discussion, the employee has the option to put their grievance into writing. The supervisor will note his or her position on the written grievance form, and it will be processed as outlined in Step Two.

A written grievance should contain the following information:

1. The name and position of the employee filing the grievance.
2. A statement of the issue involved.
3. A statement of the relief sought.
4. A detailed explanation of the facts supporting the grievance.
5. The date(s) the event(s) giving rise to the grievance took place.
6. The identity of the policy, procedure, rule, or workplace safety matter of concern.
7. The steps the employee has taken to review the matter, either orally or in writing, with the employee's supervisor; and,
8. The employee's signature and the date.

#### **C. Step Two**

If the grievance is not resolved at Step One, the employee may appeal the grievance decision to their department head within seven (7) business days of the receipt of the written decision of their supervisor at Step One. The department head shall hear the grievance within five (5) working days and shall note his or her position on the grievance form within five (5) working days. The department head will review the matter and inform the employee of his or her decision within ten (10) business days of receipt of the written grievance.

To be processed, a written grievance shall be presented in writing to the department head, with a copy to the Human Resources Department, within thirty (30) days after the time the aggrieved employee knows or should have known the facts causing the alleged grievance.

In the event the grievance involves the department head, the employee may initially file the grievance with the Human Resources Director, who shall conduct the Step Two investigation.

**D. Step Three**

If the grievance is not resolved at Step Two, the employee may appeal the grievance to the Mayor, or his or her designate, within five (5) working days of the Step Two response. The Mayor, or his or her designate, shall hear the grievance within ten (10) working days and shall note his or her position on the grievance form within five (5) business days.

**E. Step Four**

If the grievance is not resolved at Step Three, the employee may appeal the grievance to the Chairman of the Civil Service Commission within five (5) working days of the Step Three decision with a copy to the Human Resources Department. Within one (1) calendar week of receipt of the grievance, the Civil Service Commission shall schedule a hearing date, such date not to be more than two (2) calendar weeks after receipt of the grievance. It shall render a decision within one (1) calendar week of the hearing.

If the Commission is unable to comply with the deadlines under this Step due to meeting notice requirements or meeting preparation, the grievance will be reviewed by the Commission at the next possible meeting date.

**F. Step Five**

If the grievance is not resolved at Step Four, the employee may notify either the Wisconsin Employment Relations Commission (WERC) or the American Arbitration Association (AAA) of their desire to appoint an arbitrator to hear the matter. This notification must be filed with the WERC or AAA within ten (10) working days following the decision of the Civil Service Commission. A copy of such notice and request shall be sent to the Human Resources Department.

The arbitrator shall meet with both parties in the grieved matter within thirty (30) days of his or her selection. The decision of the arbitrator shall be final and binding on both parties. The costs of the arbitrator shall be borne equally by the parties.

**6.05 Grievance Time Limits**

- A.** To encourage that grievances are addressed in a prompt manner the time limits set by this policy are intended to be strictly observed and may only be extended upon the express written consent of the parties.
- B.** An employee may not file a grievance outside of the time limits set in the Grievance Procedure. If the employee fails to meet the deadlines set above, the grievance will be considered resolved.
- C.** Failure of the City or its representative(s) to meet the time limits shall cause the grievance to move automatically to the next steps in the process.
- D.** Where the grievance results from a disciplinary action or discharge, the employee must appeal such action within ten (10) days of the date of discipline or discharge was given. Such grievances shall be initiated at Step Three of the grievance procedure.

**6.06 Pay during Grievance Process**

If awarded by the Civil Service Commission or through grievance arbitration, terminated employees or those on an unpaid suspension shall receive full pay for the time period(s) during which their grievance was pending.

**ARTICLE VII – LEAVES**

**7.01 Authorized Leave**

Authorized leave is defined as any absence during an employee’s regularly scheduled work week that is approved by the employee’s supervisor or department head. Authorized leave may be with or without pay and shall be granted in accordance with City policy and work rules on the basis of work requirements and, whenever practicable, the personal wishes of the employee.

**7.02 Notice of Absence**

- A.** No employee shall absent himself or herself from duty without permission of his or her supervisor, or department head if the supervisor is not available. In case of illness, the employee shall notify his or her office no later than his or her normal starting time unless he or she is unable to do so and presents a reason which is acceptable to management for his or her failure to do so.
- B.** Three (3) consecutive work days’ absence without proper notice shall be considered as abandonment of the job and voluntary termination of employment by the employee. The position may be declared vacant by the department had, subject to the approval of the Director of Human Resources.
- C.** An employee must notify his or her supervisor or other designated individual to report the following information: 1) name; 2) reason for absence; and, 3) expected return date and time. Unauthorized absences without proper notification may result in disciplinary action, up to and including termination. Unauthorized absences without proper notification may result in disciplinary action, up to and including termination.
- D.** Any employee who has used all of his or her sick leave and vacation leave and is on leave without pay on a repetitive basis will be subject to disciplinary action.
- E.** Employees covered under this agreement are required to comply with the provisions of the City’s Attendance Monitoring and Control policy and program (Appendix A).

**7.03 Medical Leave**

**A. Eligibility for Medical Leave**

Employees who have passed their probation period are not eligible for, or have exhausted federal and/or State Family and Medical Leave and are unable to work due to a medical condition or injury for any reason, including pregnancy, may be eligible for a medical leave of absence for a period not to exceed three (3) months. Medical leaves will typically not be granted to permanent employees who have not passed their initial probationary period. This requirement may be waived under emergency circumstances, with the approval of the City Administrator.



**B. Compensation during Medical Leave**

The City requires that employees on a medical leave of absence use any existing leave balances (sick, vacation, etc.) at the beginning of the leave. The remainder of the leave will then be considered unpaid. The employee must provide the Leave of Absence Request and a doctor's certificate indicating the extent of their medical condition or injury and the length of time the employee will be unable to work. Notwithstanding the provisions of this paragraph, such leave shall not extend for more than three (3) months without approval by the City.

**C. Benefits during Medical Leave**

Premium payments for voluntary benefits, plans or programs are the responsibility of the employee. Employee benefits will continue during medicals leaves for a period not to exceed the length of the leave. If the leave is unpaid, any continuation of benefits is the responsibility of the employee during their absence. Employees on a medical leave will not accrue seniority, vacation or sick leave, and are not eligible for holiday pay.

**D. Extension of Medical Leave**

Employees may request an extension of their medical leave. These requests will be reviewed on a case-by-case basis. Employees who request an extended medical leave of absence are required to furnish the City with a statement from their doctor, indicating the reason for the needed extension and the expected duration of the extension necessary for recovery.

**E. Return to Work after Medical Leave**

Upon expiration of an authorized medical leave of absence, the employee shall submit a doctor's certificate indicating they are able resume normal work duties without restrictions. For employees who are able return to work with restrictions, the City will review with the employee possible accommodations under the American's with Disabilities Act, if applicable.

**F. Return to Previous Position after Medical Leave**

Employees returning from a medical leave of absence will be reinstated to the position he or she held before the medical leave was granted if the position still exists, is vacant and the employee is still qualified to discharge the duties and responsibilities of the position without restrictions. If no such vacant job position exists, or if the employee is no longer qualified or able to perform the job duties of the position, the employee will be offered a vacant position in the same or lower pay classification for which the employee is qualified. Failure of the employee to accept an offer of employment or report to work when their medical leave expires shall be considered a resignation from City employment with no further right of employment.

**7.04 Personal Leave of Absence**

**A. Eligibility for Personal Leave**

Under special circumstances, the City may grant an unpaid personal leave of absence to an eligible employee for a period not to exceed three (3) months. The City has the sole discretion in determining whether the leave will be granted. Such leave will be granted only when it will not result in undue prejudice to the City as an employer. The approval of a personal leave of absence may take into consideration a number of factors, including, but not limited to: 1) the reason and duration of the leave; 2) the needs of the department;

and 3) the employee's work record and/or performance. A personal leave of absence will not be granted for the purpose of taking or obtaining other employment.

**B. Benefits during Personal Leave**

Benefits will continue during an unpaid personal leave, provided payments of the regular monthly premiums are paid by the employee during their leave of absence. Premium payments for any voluntary plans or programs are the responsibility of the employee. Leave without pay for four (4) consecutive pay periods or more will cause a delay in the employee's step increase date for the length of the leave. Employees on unpaid personal leave will not accrue seniority, vacation or sick leave, and are not eligible for holiday pay.

**C. Return to Previous Position after Personal Leave**

Upon expiration of the leave, the employee will be reinstated to the position he or she held before the leave was granted if it still exists. If no such position exists, the employee shall be offered a similar position in the same or lower pay classification for which the employee is qualified. Employees who take a personal leave of absence do not retain any bumping rights for other City vacancies when returning from a personal leave of absence. Failure of the employee to accept an offer of employment or report to work when their personal leave expires shall be considered a resignation from City employment with no further right of employment.

**D. Personal Leave of Absence for Public Office**

Any employee elected to or appointed to a full-time public office in County, State or National government shall be granted a leave of absence, but will not be entitled to accrue seniority. Employees returning from such leave shall be returned to the job from which they left, seniority permitting, if it still exists. If no such position exists, the employee shall be given a similar position in the same or lower pay classification for which the employee is qualified and the provisions for making layoffs shall apply.

**ARTICLE VIII – SICK LEAVE**

**8.01 Sick Leave**

Employees with regular full-time status shall earn paid sick leave at the rate of one (1) day, or eight (8) hours, for each month of employment during which they work the majority of their scheduled workdays. For purposes of this section, time paid for shall be considered time worked. Probationary employees are eligible to earn and use sick leave during their probationary period.

**8.02 Use of Sick Leave**

Sick leave may be used for the employee's own illness or injury. Sick leave of up to three (3) days per instance may be used for the illness or injury of someone in the employee's immediate household which includes spouse, domestic partner as defined by the State of Wisconsin, children (including step-children), parents (including step-parents), and parents in-law. All sick leave used shall be charged in multiples of one-half (½) hour.

The employee may be required to provide reasonable evidence to support the use of sick leave, and in the case of absence of more than three (3) consecutive work days, may be required to provide a physician's certificate to justify the absence.

### **8.03 Sick Leave Accumulation**

- A.** Eligible employees may accumulate a total of one hundred twenty (120) days (960 hours) of sick leave while employed with the City. In addition, employees may earn and accumulate another twelve (12) days of sick leave (96 hours) within each calendar year.
- B.** One-half ( $\frac{1}{2}$ ) of any of these unused sick leave days shall be recorded in a separate sick leave “bank” and are available for use by the employee in the subsequent calendar year. These twelve (12) “banked” days cannot be carried over into the next calendar year except in cases of an approved medical leave with pay, or for a leave covered under either State or federal Family and Medical Leave.
- C.** Sick leave usage in the subsequent calendar years shall be taken in the following order: 1) from the current year’s accumulation; 2) from any available hours in the employee’s sick leave bank; and, 3) from the original one hundred twenty (120) days of accumulated sick leave.

### **8.04 Sick Leave Severance Pay**

Employees who retire from City employment under the provisions of the Wisconsin Retirement System (WRS) shall receive fifty percent (50%) of their accumulated sick leave in terminal pay, not to exceed a maximum of 528 hours. This severance pay will be made to the estate of any eligible employee who dies while an active City employee. No money will be paid for any hours remaining in the employee’s sick leave bank.

## **ARTICLE IX – BEREAVEMENT LEAVE**

### **9.01 Bereavement Leave**

Bereavement leave will be provided to eligible, full-time employees as follows:

- A.** Three (3) consecutive, regularly scheduled work days will be provided to an eligible employee in the event of death in the employee’s “immediate family”, which is defined as spouse (or domestic partner as defined by the State of Wisconsin), children (including step-children), parents (including step-parents), parent in-laws, and siblings (including step-siblings). These three days may be broken up into separate days if taken within two (2) weeks of the event.
- B.** One (1) regularly scheduled work day will be provided to an eligible employee in the event of the death of their grandparent, grandchild, or brother or sister-in-law(s).
- C.** Bereavement leave will be paid in addition to any sick and vacation leave and shall not be charged against either. Bereavement days will take precedence over any previously scheduled time off.

## ARTICLE X – VACATION

### 10.01 Vacation Leave

Employees with full-time, regular status shall earn vacation leave for each month of continuous employment during which they perform work at least half of their scheduled work days in accordance with the following table based on anniversary dates of employment.

VACATION		
Continuous Years of Service	Days per Year	How Accumulated
Less than 1	7	½ day per month except 1 day for April & August
1 but less than 10	12	1 day per month
10 but less than 15	17	1 ½ days per month except 1 day for April & August
15 but less than 18	18	1 ½ days per month
18 but less than 25	20	1 ½ days per month except 2 days for March, June, September & December
25 or more	25	2 days per month except 2 ½ days for April & August

If the eligible employee's anniversary date falls on or before the 15<sup>th</sup> of the month, he or she shall be credited for vacation leave under the higher vacation accumulation formula for that month. If the eligible employee's anniversary date falls on or after the 16<sup>th</sup> day of the month, he or she shall be credited for vacation leave under the lower vacation accumulation formula for that month. In the latter case, vacation leave shall be accumulated under the higher formula beginning with the month following the employee's anniversary date. For purposes of this section, time paid shall be considered time worked.

### 10.02 Vacation Accumulation Schedule

On January 1<sup>st</sup> of each year, employees shall be credited with their full vacation leave accumulation for that calendar year based on the above table. Such accumulation is provided to the employee in advance of performing the actual time worked. Employees who leave City employment during a year for any reason (except in the event of death) shall have their vacation accumulation prorated for that year, and any employee who has used more leave than the prorated amount upon their separation from City employment shall be liable to reimburse the City for paid vacation leave. The City may deduct such payment from the employee's paycheck if necessary.

### 10.03 Continuous Service

For the purposes of this section, continuous employment shall include: (1) employment during probationary periods, (2) all periods of satisfactory employment following completion of the probationary period, (3) authorized leaves of absence with pay, and (4) authorized leaves of absence without pay, including military leave (under the provisions of USERRA). Employment in non-regular status, such as seasonal or temporary employment, shall not be included. The length of continuous employment will be based on employment records kept by the Human Resources Department. Any record of termination shall be considered a break in the period of continuous employment; except that in the case of a person who is reinstated (1) following a termination due to position elimination or (2) following a suspension for disciplinary reasons, the

period of termination or suspension shall be considered as continuous employment without accrual of leave.

**10.04 Scheduling Vacation**

Prior to March 1<sup>st</sup> of each year, each employee shall select up to two (2) weeks of vacation in order of seniority within the department. After each employee has selected his or her initial vacation period, those employees with more than two (2) weeks of vacation shall select the balance of their vacation on a “first come, first served” basis.

**10.05 Use of Vacation Leave**

Vacation leave may be used at such time as may be approved by the supervisor or department head and consistent with the needs of the City. Each eligible employee shall take at least one (1) vacation period of seven (7) consecutive calendar days during each calendar year or forfeit in lieu thereof five (5) days of vacation leave, provided that this requirement shall not apply during any year to an employee who enters on duty after January 1<sup>st</sup> of that year. An employee shall be allowed to carry-over up to 80 hours of unused vacation leave into the next calendar year. Said carry-over must be used by March 31<sup>st</sup> of the year in which it is carried over or it shall be forfeited. All vacation leave used shall be charged in multiples of one-half days except that up to two (2) days of annual leave per year may be used in hourly increments.

**10.06 Pay for Vacation Leave**

Employees who are paid on an hourly basis shall receive pay for vacation leave time at their normal hourly rate for eight (8) hours of each normal work day within their vacation periods.

**ARTICLE XI – HOLIDAYS**

**11.01 Holidays**

The following will be earned holidays for mechanics: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. On March First of each year, full time mechanics will be credited with their full floating holiday accumulation for that year based on the following: One half (1/2) floating holiday each month of the calendar year plus one floating holiday in lieu of Martin Luther King Jr Holiday (observed the third Monday in January) for a total of seven (7) floating holidays. Such accumulation shall be an advanced credit of days not yet earned. In the event that an employee leaves the service of the Transportation Department during the year shall have their floating holiday accumulation prorated and liable to reimburse the City for any hours used beyond the prorated amount. The City is authorized to deduct such payment from the employees paycheck if necessary.

**11.02 Observed Holiday**

If a designated holiday falls on a Saturday, the last scheduled work day prior to said holiday shall be observed as the holiday. If a holiday falls on a Sunday, the next scheduled work day shall be observed as the holiday. When the Christmas Day or New Year's Day holiday falls on a Saturday, they shall be observed on the preceding Thursday. When Christmas Eve Day or New Year's Eve Day falls on a Sunday, they shall be observed on the following Tuesday.

**11.03 Leave Eligibility**

Up to three mechanics will be allowed to take floating holiday (including Friday before Easter, Day after Thanksgiving, Christmas Eve, and New Years Eve), annual or compensatory scheduled leave so long as there are four or more Mechanic IIs currently employed by the city and none are on long-term medical leave. If a mechanic is on long-term medical leave, only two mechanics will be allowed to take floating holiday, annual or compensatory leaves at a time.

## **ARTICLE XII – SPECIAL LEAVE OF ABSENCE WITH PAY**

### **12.01 Special Leave of Absence with Pay**

Only in exceptional cases will the City grant a leave of absence with pay to an eligible employee, and then only for a minimum amount of time. Notwithstanding the leave provisions above, personal leaves of absence with pay must be recommended by the employee's supervisor or department head, the Director of Human Resources and approved by the City Administrator.

## **ARTICLE XIII – MILITARY LEAVE**

### **13.01 Military Leave**

It is the policy of the City to allow military leave to all regular employees who temporarily leave the service of the City to enlist or to perform duty, voluntarily or involuntarily, in the "uniformed services", which includes the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services or National Guard. The Military Leave policy, procedure and pay provisions can be found in the Personnel Policies & Regulations section of the City of Kenosha Employee Manual.

## **ARTICLE XIV – COMPENSATORY LEAVE**

### **14.01 Compensatory Leave**

Hourly full-time employees shall earn compensatory leave at one and a half (1 ½) times their regular rate of pay for all work performed after forty (40) hours of actual time worked within the employee's regularly scheduled work week. Any work performed on Sundays (unless Sunday is a regularly scheduled work day) or observed holidays shall be credited at two (2) times the regular rate of pay. Employees can earn a maximum of eighty (80) hours of compensatory leave in a twelve (12) month period.

### **14.02 Use of Compensatory Leave**

Compensatory leave shall be used in multiples of one-half (½) hour and at such times as may be approved by the employee's supervisor or department head. All compensatory leave accumulated by the employee from December 1<sup>st</sup> through May 31<sup>st</sup> of the following calendar year must be used within the succeeding six (6) months. Compensatory leave accumulated by the employee from June 1<sup>st</sup> through November 30<sup>th</sup> must be used within the succeeding six (6) months. All unused compensatory leave in the prescribed time periods will be paid to the employee.

### **14.03 Compensatory Leave Accumulation Procedure**

Employees must complete the Employee Accumulated Overtime Request Form the next regular work day following the period of overtime work they wish to convert to compensatory time. The form must be submitted to the supervisor or department head for approval.

**ARTICLE XV – PAY FOR TIME WORKED**

**15.1 Compensation Plan**

The straight time hourly rates for those classifications covered under this Agreement shall be as follows:

**2020**

<u>Position Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
Mechanic II	\$22.08	\$22.77	\$23.46	\$24.84	\$26.22	\$27.60
Mechanic II PT	\$22.08	\$22.77	\$23.46	\$24.84	\$26.22	\$27.60
Streetcar Technician	\$23.00	\$23.71	\$24.43	\$25.87	\$27.30	\$28.74

**2021**

<u>Position Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
Mechanic II	\$26.14	\$26.90	\$27.63	\$28.38	\$29.14	\$29.89	\$30.62	\$31.37	\$32.12	\$32.87	\$33.61
Mechanic II PT	\$26.14	\$26.90	\$27.63	\$28.38	\$29.14	\$29.89	\$30.62	\$31.37	\$32.12	\$32.87	\$33.61
Streetcar Tech.	\$27.14	\$27.90	\$28.63	\$29.38	\$30.14	\$30.89	\$31.62	\$32.37	\$33.12	\$33.87	\$34.61

**2022**

<u>Position Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
Mechanic II	\$26.73	\$27.50	\$28.26	\$29.02	\$29.79	\$30.56	\$31.31	\$32.08	\$32.84	\$33.60	\$34.37
Mechanic II PT	\$26.73	\$27.50	\$28.26	\$29.02	\$29.79	\$30.56	\$31.31	\$32.08	\$32.84	\$33.60	\$34.37
Streetcar Tech.	\$27.73	\$28.50	\$29.26	\$30.02	\$30.79	\$31.56	\$32.31	\$33.08	\$33.84	\$34.60	\$35.37

**15.02 Step Progression**

New employees shall be advanced to the next step of their classification upon successful completion of the established probation period. Thereafter, they shall receive one step increase after six additional months of continuous employment. Additional step increases shall be provided after each successive twelve (12) months of continuous service until the maximum of the rate for the classification is attained.

**15.03 Pay for Time Worked**

All employees covered by this Agreement shall be paid for time worked according to their step in their classification established by the City’s compensation plan. Time shall be computed from the time that the employee registers in and until he or she is released from duty and registers out.

**15.04 Pay Period**

All employees covered by this Agreement shall be paid each week for work performed in the previous pay period (Sunday – Saturday) through direct deposit. Not more than one (1) week’s pay shall be held on any employee, unless the employee has failed to provide accurate financial account information to the City. Employees shall be provided with a pay remittance of gross earnings which will detail straight time and overtime pay earned as well as any itemized deductions made for any purpose.

## **ARTICLE XVI – OVERTIME, CALL-IN & SPECIAL PAY PROVISIONS**

### **16.01 Overtime**

Employees shall receive overtime for work performed outside of their scheduled work day as well as for work performed after their authorized 40 hour work week.

Overtime pay provisions in this Article shall not apply to employees whose regular work schedule includes Saturday work except as provided for in Articles 16.03, 16.04 and 16.05.

### **16.02 Overtime Provisions**

- A.** Overtime work shall be assigned to employees who normally do the work within the division and divided as equally as possible.
- B.** Overtime will be assigned on a seniority basis. This provision will not be in effect when an emergency situation exists, or when part time mechanic employee paid straight time is available to fill the need. This provision shall not apply if the overtime need was created within one (1)hour or less from the starting time of the assignment. Whenever supplemental manpower needs arise management will attempt to fill those assignments by attempting to contact the most senior mechanic on the roster and working down to the least senior person on the roster. This provision does not mandate upon management any requirement to wait for a return phone call nor to leave a message if unable to reach an employee on the phone.
- C.** Employees who are requested to work non-emergency overtime with less than twenty-four (24) hours notice shall not be subject to disciplinary action should they refuse such overtime work. Twenty-four (24) hour notice is defined as twenty-four (24) hours prior to the end of the work day preceding the overtime.
- D.** Any employee requested to work emergency overtime must report for such overtime work unless he or she presents a justifiable excuse to his or her supervisor and/or department head why he or she cannot perform such overtime. Any dispute concerning whether an emergency situation exists or the justifiableness of an excuse may be processed through the grievance procedure.

### **16.03 Call-In Pay**

Employees called back outside of regular work hours shall be paid overtime as prescribed above. They shall be guaranteed a minimum of two (2) hours at the appropriate premium rate. The guarantee of two (2) hours shall not apply when such work is prior to and continuous with the regular day's work. The intent of the language is to ensure that call-in pay is compensated at straight time of time and a half after performing forty (40) hours of actual work in the employee's regularly scheduled workweek.

### **16.04 Sunday Pay**

Full-time employees called upon to perform work on a Sunday (unless Sunday is a regularly scheduled work day) shall receive double his or her regular rate of pay.

### **16.05 Holiday Pay**

Full-time employees called upon to perform work on an observed City holiday will be paid at two times his or her normal rate of pay for any time actually worked on the holiday, plus holiday pay. The employee may elect to receive a substitute holiday in lieu of the holiday pay.



**16.06 Pay for Work in Certain Classifications**

Full-time employees working as a Streetcar Technician shall be paid at the top rate of pay for the higher classification provided he or she performs at least one (1) full hour of work at the higher classification.

**16.07 Special Pay Provisions**

**A. Longevity Pay**

Longevity rates of \$5 per month after 5 years of service, \$10 per month after 10 years of service, \$15 per month after 15 years of service, \$20 per month after 20 years of service and \$25 per month after 25 years of service shall be paid to all regular full-time employees.

**B. Shift Differential**

1. The City shall pay a second shift differential of \$.50 per hour to all covered full-time employees covered under this Agreement whose regular shift starts between the hours of 2:00P.M. and 9:59P.M.
2. The City shall pay a third shift differential of \$.60 per hour to all full-time employees covered under this Agreement whose regular shift starts between the hours of 10:00P.M. and 5:59A.M.
3. Full-time employees who work overtime by beginning work prior to the start of their regularly scheduled shift shall be eligible for shift differential pay based only on the starting time of their regular shift, not on the earlier starting time.

**C. Pay upon Promotion or Position Reallocation**

Employees promoted to or reallocated to a position in a higher classification shall be paid at the minimum rate for the new classification, provided his or her rate of pay is below the minimum rate for the new classification at the time of promotion or reallocation. When an employee's rate of pay is above the minimum of the new classification, he or she will continue to receive the higher pay rate. Upon completion of his or her probationary period, his or her rate of pay will increase to whichever step in his or her new classification is next above his or her pay rate during his or her probationary period. Thereafter, his or her pay rate shall increase in accordance with the established step progression rules under Article 15.

**D. Pay upon Demotion or Transfer**

1. When an employee is demoted to a lower classification due to disciplinary reasons, the employee will be placed in the pay rate of the new classification in accordance with seniority, qualifications, and an assessment of the employee's present capabilities, as determined by the Director of Human Resources in cooperation with the applicable department head.
2. When an employee is transferred, bumps into, or is reallocated into a lower classification, they employee will continue to receive the same rate of pay that he or she was paid in the higher classification, provided that if the employee's pay rate is above the maximum pay rate for the lower classification, the employee will be paid at the maximum pay rate for the lower classification. If such employee's rate of pay is below the maximum rate for the lower classification, the employee will continue to receive the same rate of pay that he or she was paid in the higher classification, and

will move to the next step in the lower classification at the same time the employee would have moved to the next step in the higher classification.

3. In the event of a transfer to a lower classification made at the employee's request, the employee shall be placed in the pay rate of the new classification in accordance with seniority, qualifications, and an assessment of the employee's present capabilities.

**E. Pay during Temporary Transfer**

There shall be no immediate change in the salary rate of an employee who is temporarily transferred at the request of the City.

**F. Pay upon Reinstatement**

Employees who are reinstated to City employment after termination of previous employment or retiring under the provisions of the Wisconsin Retirement System shall be paid at the pay rate within the approved range in effect at the time of reinstatement for the classification to which he or she is reinstated.

**G. Jury Duty**

The City will pay any full-time employee who has been continuously employed by the City for thirty (30) calendar days or more, and who is required to serve as a juror, during the time he or she are required to be absent from work, his or her straight rate of pay (excluding premiums or overtime) for the actual time necessarily required to serve on jury duty, less the compensation paid to him/her for jury duty. An employee who is released from jury duty prior to the end of his or her regularly scheduled workday is required to report for duty as soon as possible.

**H. Pay for Court Appearances**

The City agrees to pay any employees who have been in the continuous employ of the City for thirty (30) calendar days or more, and who are requested to appear as a witness in any job-related deposition, administrative proceeding or court case by subpoena (no subpoena is required if the request to the employee is made by the City Attorney), during the time they are required to be absent from their jobs, their straight time rate (excluding premiums or overtime) for the actual time necessarily required for such deposition, administrative proceeding or court case, less the compensation paid them for witness fees.

This pay provision does not apply to employees who are requested to appear as a witness in any deposition, administrative proceeding or court case in which the employee, or a family member of the employee, is a party who has an interest which is adverse to that of the City or its subunits. In these instances, the employee shall request leave from his or her supervisor or department head, who shall not unreasonably deny a request for such leave.

**I. Tool Allowance**

Employees covered under this Agreement shall be paid a monthly tool allowance of \$50.00 for each month of employment during which they work at least half of their scheduled work days. For purposes of this section, time paid shall be considered time worked.

## **ARTICLE XVII – MEAL AND BREAK PERIODS**

### **17.01 Meal Period**

Full-time hourly employees covered under this Agreement who work an eight (8) hour day are provided a thirty (30) minute paid meal break. The meal break shall be taken midway through the employee's regularly scheduled workday. The regular eight (8) hour day is paid for exclusive of the meal period.

### **17.02 Break Period**

A break period of fifteen (15) minutes duration will be allotted during the morning to each employee and shall be included in the eight (8) hour day for pay purposes. The period of the break shall be from the time work is stopped until the time when work is resumed. Any abuse of the fifteen (15) minute break period is subject to discipline.

### **17.03 Restrictions**

Notwithstanding the provisions contained elsewhere in this Agreement, employees may (at the discretion of the Department of Transit) be required to take their meal and break periods at the work site and be responsive to duty during those times, and in such situations the regular eight (8) hour day will be paid for inclusive of these meal and break periods.

### **17.04 Wash-Up Period**

A ten (10) minute wash-up period will be allotted to each employee at the completion of their regular work day and shall be included in the eight (8) hour day for pay purposes.

### **17.05 Breaks for Nursing Mothers**

The City will provide unpaid breaks for an employee who is a nursing mother to express breast milk during their shift. This includes: (1) reasonable break time(s) for one year after the child's birth each time such employee has the need to express milk; and (2) the provision of a location, other than a bathroom (unless this location is acceptable to the employee), that is shielded from view and free from intrusion from co-workers and the public, which may be used by an employee to express breast milk.

## **ARTICLE XVIII – SAFETY & WORK RULES**

### **18.01 Safety and Work Rules**

Each employee is responsible for performing their job with every possible regard for their own safety and for the rights and safety of others and for compliance with all applicable State and City safety standards that apply to the performance of their job. All employees, regardless of position, are, as a condition of employment required to obey all Safety and Work Rules set forth by City.

### **18.02 Drug & Alcohol Free Workplace**

The City is committed to maintaining a drug free workplace for all employees. Employees are expected to report to work free from any substances, including alcohol, which could adversely affect their ability to perform their duties. The use of illegal drugs on or off duty is prohibited. Failure to comply with this policy shall lead to disciplinary action up to and including discharge.

As part of Federal Regulations (49 C.F.R. parts 40 and 382) of the Omnibus Transportation Testing Act of 1991, all employees who operate a commercial motor vehicle on a regular, intermittent or occasional basis on behalf of the City are required to follow the City's Drug & Alcohol Free Workplace policy as well as the provisions of the City's Drug and Alcohol Testing Program. Any employee violating this policy is subject to progressive discipline up to and

including termination of employment, according to the provisions of the Drug & Alcohol Free Workplace Policy.

**18.03 Reporting Unsafe Conditions or Equipment**

All employees are required to immediately report to their supervisor any unsafe working conditions, procedure or equipment. Report to your supervisor immediately if motorized equipment or machinery you are required to operate is not working properly. Fill out the necessary report forms.

**18.04 Reporting Injuries & Accidents**

Employees injured at work are required to report the injury to their supervisor or designee within 24-hours of the incident. Employees must complete the City's Employee Injury Form. Employees requiring medical attention will be provided with a copy of the Request to Doctor Form. This form provides worker's compensation billing details to the doctor's office or medical provider.

All accidents or damage involving City-owned or leased vehicles and/or heavy equipment, regardless of how minor, are to be reported to the appropriate supervisor or department head

**18.05 Joint Safety Committee**

In the event the Union requests to form a Joint Safety Committee, it shall be established between City Administration representatives and Union representatives of appropriate work jurisdiction and will meet at the request of either party to discuss and take action to improve the safety of the work environment.

**18.06 Clothing and Personal Protective Equipment**

The City agrees to provide and service any protective clothing and/or personal protective equipment (PPE) (e.g. coveralls, safety glasses) it deems necessary in order for the full-time employees covered under this Agreement to effectively and safely perform his or her work.

**ARTICLE XIX – WORKER'S COMPENSATION**

**19.01 Worker's Compensation**

Employees who are unable to perform work due to a work-related injury shall receive, in lieu of wages, payment as allowed for under applicable Wisconsin State Statutes. The City processes worker's compensation claims through a third-party administrator (TPA).

The gross amount the employee would have received in wages if not receiving worker's compensation payments is included in final earnings for Wisconsin Retirement System (WRS) purposes. Worker's compensation funds earnings are not reported to Social Security for purposes of personal income tax.

**ARTICLE XX – WORK WEEK & WORK SCHEDULE**

**20.01 Work Week**

All full-time employees covered by this Agreement shall have a guaranteed normal work day of eight (8) consecutive hours and a guaranteed work week of forty (40) hours. The normal work week shall consist of five (5) consecutive days, Monday through Friday, except for employees whose normal schedule shall include Saturday and work. Notwithstanding the exception contained in the preceding sentence, all such employees shall be guaranteed a normal work week of forty (40) hours as provided above.

**20.02 Work Schedule**

The present work schedule for employees covered under this Agreement is as follows:

**Mechanic**

First Shift

Monday through Friday  
7:00A.M. – 3:30P.M.  
½ hour paid meal break

Second Shift

Monday through Friday  
Tuesday through Saturday  
11:00A.M. – 7:30P.M.  
½ hour paid meal break

Third Shift

Monday through Friday  
5:00A.M. – 1:30P.M.  
½ hour paid meal break

**Streetcar Technician**

Monday through Friday  
6:00 A.M. – 2:30 P.M.  
½ hour paid meal break

It is mutually understood that the above schedules are subject to change upon proper notification being provided to the Union by the City.

**20.03 Modification of Work Schedule**

The City may modify the regular work schedule of any department on an annual or seasonal basis when both parties mutually agree. Employees may submit a request to modify their regular work schedule on a short-term or temporary basis. The approval for a flexible work schedule is subject to the needs of the City, staffing levels within the employee’s department, and any applicable State or federal law.

**ARTICLE XXI – CLOSING OF A CITY DEPARTMENT OR BUILDING**

**21.04 Closing of any City Department or Building**

In the event it becomes necessary to close the Department of Transportation or any other department due to an emergency situation beyond the control of City management, the Mayor or his or her designee will make every reasonable effort to notify employees through the media at least one hour prior to the beginning of the shift of the closing of the City offices, in which case, employees will not be paid for the duration of the closing.

In the event it becomes necessary to close the Department of Transportation or other departments during the course of the normal business day due to an emergency situation beyond the control of management, affected employees will be notified of the closing as soon as practically possible and employees affected by the closing shall be paid for the first half of their shift if they are sent home during the first half of their shift, or shall be paid for the entire day if sent home at any time during the second half of their shift.

If employees wish to be paid for the day or portion thereof under this policy, they shall be permitted to take annual leave or compensatory leave. They also have the option to take leave without pay.

If the workload in the department permits, and with approval of the supervisor or department head, employees may “make-up” the time lost by working before or after normal working hours or on Saturday on a straight time basis within the pay period in which the time to be made up was lost. If this option is chosen, a blue Report of Absence form showing leave of absence with pay shall be submitted to the City noting that time will be made up. All such requests must be pre-approved by Human Resources to ensure that no inadvertent violations of the Fair Labor Standard Act (FLSA) occur.

Sick leave may only be used for time off from work for an incapacitating illness or injury. Employees who request sick leave in these situations should have the validity of their request reviewed and if there is any question, a doctor’s certification shall be requested (preferably at the time of the call requesting sick leave) before payment is authorized if it appears that there is a potential abuse of sick leave.

## **ARTICLE XXII – EMPLOYMENT BENEFITS**

### **22.01 Health and Dental Insurance**

Full-time employees are eligible for health and dental insurance on the first of the month after 60 days of employment. All employees will be required to pay a five percent (5%) monthly health insurance premium. This contribution will be waived with the employee’s participation in the City provided Health Risk Assessment (HRA).

The City retains unilateral management rights in regards to the provision of health and dental insurance to employees and retirees, and said insurance is subject to unilateral change by the City.

Employees retain the right to opt out of the City provided health insurance and dental plan at any time. Employees who waive initial coverage must experience a qualifying life event as defined in the carrier’s summary plan description in order to reinstate or enroll for coverage. Or, they may enroll for coverage during the City’s open enrollment period.

### **22.02 Health Insurance for Retirees**

Full-time employees who retire under the provisions of the Wisconsin Retirement System (WRS) may continue the health insurance plan as follows, unless otherwise specified by applicable labor agreement:

- A.** Any regularly appointed full-time employee retiring under the provisions of the WRS with greater than or equal to fifteen (15) years of service shall have the privilege of retaining City health insurance, the full premium costs being paid by the City, from the first month following the retiree’s sixtieth (60<sup>th</sup>) birthday, for a maximum of five (5) years, or until the retiree becomes eligible for other paid health insurance, becomes eligible for Medicare, or until the retiree attains the age of sixty-five (65), whichever occurs first.
- B.** Any regularly appointed full-time employee retiring under the provisions of the WRS with greater than or equal to eight (8) years of service but less than fifteen (15) years of service shall have the privilege of retaining City health insurance, the full premium costs being paid by the City, from the first month following the retiree’s sixty-second (62<sup>nd</sup>) birthday, for a maximum of three (3) years, or until the retiree becomes eligible for other paid health insurance, becomes eligible for Medicare, or until the retiree attains the age of sixty-five (65), whichever occurs first.

### **22.03 Retention of Health Insurance upon Disability Retirement/Separation**

- A.** Disabled individuals under the age of sixty-five (65) are eligible for Medicare after receiving disability benefits from Social Security for 24 months. Any regularly appointed full-time employee retiring/separating with a disability annuity under the provisions of the WRS with greater than or equal to twenty (20) years of service shall have the privilege of retaining City health insurance, with the full premium cost being paid by the City, from the first of the month following the active coverage end date, for a maximum of two (2) years. In order to receive such coverage, the retiree/participant must apply for Medicare within the first ninety (90) days of his or her disability date.
- B.** In the event that the retiree/participant dies, the widow and children of the deceased who were covered at the time of death shall have the privilege of retaining City health insurance at the same single/family coverage prior to the death provided that they elect to continue the coverage and pay the entire cost of coverage up to the original maximum of two (2) years that the retiree/participant would have retained the coverage provided that they do not have other health insurance coverage available to them.
- C.** Should the two (2) year bridge of coverage elapse without the retiree/participant securing Medicare coverage, the retiree/participant has a right to request an extension of coverage for reasons outside of his or her control, which would be reviewed and determined on an individual basis by the City.

### **22.04 Health Insurance for City Employees who are married**

- A.** Couples who are married as recognized by the State of Wisconsin, cannot be covered under the City health insurance plan as an employee and as a dependent, and the dependents of City employees may not participate in the plan as a dependent of more than one employee.
- B.** City employee's who are married with another City employee may select one of the following options:

  - 1. Each employee whose spouse also works for the City may elect single coverage in City health insurance plan.
  - 2. Each employee whose spouse also works for the City may elect either single or family coverage as long as neither employee is provided coverage both as a dependent and an employee. *Example: One of the employees in a two employee marriage with children could elect the single coverage and the other employee could elect family coverage for that employee and children, but not the spouse.*
  - 3. Each employee whose spouse also works for the City may elect family coverage in the plan as long as neither employee is provided coverage both as a dependent and as an employee and children are covered on only one family policy. *Example: One of the employees in a two employee marriage with eligible dependents could elect the family coverage with some of the dependents and the other employee could elect family coverage under the plan with the remaining dependents, but neither employee could include the other spouse/partner or dependents covered.*

4. Eligible dependents may be covered under the family plan as a dependent of one employee or the other, but not both.
5. If the employee and the spouse who also works for the City elect the same family plan, then all eligible dependents are covered under that same plan elected by their parent(s).
6. City employees who subsequently divorce are each allowed to participate in either the single or family health insurance coverage in accordance with City policy or the divorce decree. If the divorce decree provides that one former spouse is responsible for the healthcare insurance of the other former spouse, the other former spouse would not be eligible for separate coverage and would be covered under the family policy selected by that one former spouse. Eligible dependents will be covered only under the policy of the parent who is listed as being responsible for the healthcare insurance of the children under the divorce decree, and if the divorce decree does not specify such responsibility, the eligible dependent will be covered under one family policy.
7. If employees cannot mutually agree on which parent will have the family plan, the Human Resources Director will make that determination without right of appeal.

#### **22.05 Adult Dependent Health Insurance Coverage**

The City makes health insurance coverage available for the adult dependents of eligible employees, retirees or qualified beneficiaries until the end of the birth month that the adult dependent turns the age of 26. Health insurance participants should refer to the applicable “Summary Plan Description” (SPD) for the official definitions of “dependent” under the health insurance plan.

Covered employees, retirees or qualified beneficiaries are required by law to inform the City that their child is losing their dependent status. It is the employee/retiree’s responsibility to provide this notice within 60 days after the event occurs so the COBRA Service Provider can notify the qualified beneficiary of the right to elect continuation coverage. The adult dependent coverage policy may be amended as allowed by applicable federal and state regulations. Failure to make a timely notification is a violation of City work rules and said lack of notification may result in discipline.

#### **22.06 Wisconsin Retirement System**

The City is a participating employer in the Wisconsin Retirement System (WRS). Retirement and its associated benefits are administered by the Department of Employee Trust Funds (ETF). The WRS is a federal Internal Revenue Code §401(a) defined benefit plan. The City and eligible, participating employees shall pay contribute a 50/50 share to their WRS account, as set by State law. Information on WRS requirements and eligibility can be found at <http://etf.wi.gov/index.htm> or through the Human Resources Department.

#### **22.07 Group Life Insurance**

Group life insurance is available to all City employees after six (6) months of WRS eligible employment. The employee must be a participating WRS member. The basic coverage benefit is paid by the City for an amount equal to the employee’s previous year’s earnings to the next highest \$1,000. Employees may choose additional, supplemental, and/or spouse and dependent coverage. This extra coverage is paid by the employee.



**22.08 Killed in the Line of Duty Benefit**

The City will pay the beneficiary of any active, full-time City who is killed in the line of duty to receive one (1) year's pay, based upon his or her current rate of pay.

**ARTICLE XXIII – NO STRIKE OR LOCKOUT**

**23.01 No Strike or Lockout**

The City agrees that during the term of this Agreement there shall be no lockouts of the workers, and the Union agrees that there shall be no strikes or walkouts, it being the mutual desire of both parties hereto to provide uninterrupted and continuous service.

**ARTICLE XXIV – SEVERABILITY OF AGREEMENT**

**24.01 Severability of Agreement**

If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending determination as to its validity, the remainder of this Agreement and the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**ARTICLE XXV – MAINTENANCE OF STANDARDS**

**25.01 Maintenance of Standards**

The employer agrees that all conditions of employment in his or her individual operation relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the standards in effect at the time of the signing of this Agreement.

**ARTICLE XXVI – TERMINATION OF AGREEMENT**

**26.01 Termination of Agreement**

This Agreement shall be in full force and effect from January 1, 2020 to and including December 31, 2022 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration.

The Union agrees to meet with City at the City’s request during this agreement and discuss additional changes and modifications that may need to be taken in order to continue City services and save additional money. Notwithstanding the previous statement, the City reserves a unilateral right to waive past practices in interpreting contract language.

Any language contained with the collective bargaining agreement that may be in conflict with the language as set forth above; the above language will control and the older language will be considered to have no force or effect. All terms and conditions as stated above and included in the status quo language shall expire as of December 31, 2022.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**APPROVED:  
LOCAL 71-T  
AFSCME, AFL-CIO**

**APPROVED:  
CITY OF KENOSHA**

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Union

\_\_\_\_\_  
City Clerk-Treasurer

## **APPENDIX A ATTENDANCE MONITORING AND CONTROL**

### **Statement of Policy**

The City of Kenosha grants leave with pay to qualified employees to enable them to take time off from work to conduct their personal affairs. The City also provides paid sick leave to qualified employees to enable them to take time off from work when they sustain an incapacitating injury or illness. Paid sick leave is not a supplement to other paid leave and it shall not be used in the absence of an incapacitating injury or illness.

Unscheduled leave has a disruptive effect upon the operations of the City, in that it makes it difficult to effectively schedule work and equitably distribute the workload. In order to deliver municipal services to the community on a timely and efficient manner, it is the goal of the City to maintain a stable workforce and to schedule work in the most efficient, effective and equitable manner possible. To achieve this goal, it is herein declared to be the policy of the City that employees are responsible for making themselves available for work on a reasonable and regular basis. Employees who fail to make themselves available for work on a reasonable and regular basis are subject to progressive discipline up to and including termination of employment.

### **Definitions**

The following terms shall, for the purpose of this policy and procedure, have the meanings provided below:

1. Incapacitating injury or illness shall mean an injury or illness, which, based upon reasonable medical certainty, justifies an employee's absence from work for the well-being of the employee and/or employer.
2. Occurrence shall mean a consecutive period of hours or days absent from work, whether paid or unpaid, regardless of duration, for any reason, except jury duty, union activity authorized under a Labor Agreement, compensatory leave, annual leave, floating holiday or other approved leave of absence with pay which is properly authorized in advance.

### **Application**

This policy shall apply to all City employees.

### **Calling In**

Employees who are not excused from work in advance of the scheduled reporting time are required to promptly call the department head or designee thereof prior to the normal starting time on any day should he/she be late for work, or should they be absent from work for all or part of one (1) or more scheduled workdays. Employees and persons calling in on behalf of employees must provide their name, the reason for the absence or late arrival, the expected time of arrival or return to work, and the address and telephone number at which the employee can be reached. Employees shall be subject to disciplinary action for non-compliance. Nothing in this section shall be construed to prevent a department from continuing to use or implementing alternative call-in procedures.

### **Attendance Monitoring - Responsibility**

The department head shall be responsible for uniform enforcement of this policy and procedure with respect to their employees, including the monitoring of the attendance of employees, notifying employees when they are suspected of not making themselves available for work on a reasonable and regular basis, issuing appropriate warnings, and for the taking of or recommending appropriate disciplinary action.

### **Monitoring Period**

Attendance shall be monitored during a base period which shall consist of a floating calendar year. For purposes of this policy, it shall commence with the date of the sick leave review and consist of the preceding 364 days. Absences occurring prior to the base period will not normally be counted, although they may be given weight where an employee's long term attendance pattern is being reviewed.

Attendance shall be monitored during a base period which shall consist of the calendar year immediately preceding the calendar year in which the monitoring takes place. Absences occurring prior to the calendar year monitored will not normally be counted, although they may be given weight where an employee's long term attendance pattern is being reviewed.

### **Attendance Monitoring – Procedure**

Department Heads shall review the quarterly sick leave usage reports of their employees for the purpose of identifying those employees having the greatest ten percent (10%) usage of sick leave within their comparable grouping. Department Heads shall review the calendar year sick leave usage reports of their employees for the purpose of identifying those employees having the greatest ten percent (10%) usage of sick leave within their comparable grouping.

Employees having the greatest ten percent (10%) usage of sick leave within their group within a given quarter shall have each day of sick leave taken within the monitoring period reviewed to determine whether the utilization of sick leave exhibits any of the following traits or characteristics:

1. Occurs frequently and is of short duration;
2. Falls on a Friday or Monday or before or after other days off;
3. Falls on the day before or day after a paid holiday or other authorized paid leave time;
4. Occurs when paid leave, other than sick leave, is exhausted;
5. Occurs when all paid leave, including sick leave, is exhausted;
6. Demonstrates a habitual exhaustion of paid sick leave, in the absence of an incapacitating injury or illness which is verified by a medical report;
7. Occurs when there is no incapacitating injury or illness;
8. Involves an unscheduled use of paid leave or leave without pay (LWOP) after sick leave benefits have been exhausted;
9. Long term sick leave.

After completing the review and summarizing the results, the department head shall meet with the employee and discuss the leave usage problem. The summarized information should be presented to the employee and he/she should be given the opportunity to explain any special or extenuating circumstances that would account for the high level of leave usage. If the absences can be documented to the satisfaction of the department head, then no further action need be taken, except that the reasons for the absences, the summary data, and the prospect for future occurrences of a similar type should be documented. This information should be retained by the department head with a copy to Human Resources.

### **Verbal Warning**

If a satisfactory explanation cannot be provided, then the employee should be verbally informed that they are considered to be a sick leave abuser and that they must take immediate action to improve their attendance record. The employee should also be informed that continuation of the utilization problems or pattern of sick leave usage will result in further disciplinary action, up to and including termination. A memo should be placed in the employee's personnel file detailing the meeting.

Following the verbal warning, all occurrences of sick leave usage by the employee shall be monitored for a minimum of one year. If the utilization problem or pattern of sick leave continues, the employee shall be given a written warning for the first occurrence.

**Written Warning**

This warning shall inform the employee that his/her sick leave usage continues to be unacceptable, that they have ignored a previous verbal warning regarding the problem and have not taken the necessary action required to correct the problem. They shall be informed, in writing, that any use of sick leave in the succeeding twelve (12) months must be documented with a doctor's report. The doctor's report must be submitted immediately upon return to work and shall contain a certification from the physician stating the nature of the condition, the date(s) of absence due to such condition, that the employee was incapacitated, and a statement indicating whether or not the doctor examined the individual. The City may reject any report that is not signed by the physician or does not provide the required documentation. It is the responsibility of the employee to insure that any documentation submitted is complete. The City reserves the right to verify the contents of any doctor's report or require an examination by a physician or medical practitioner of the City's choosing.

The requirement for providing a doctor's slip may, at the discretion of the department head, be removed if no sick leave is used during a period of six consecutive months.

If during this twelve month review period the employee fails to provide the required doctor's report, or if the doctor's slip is determined to be unacceptable, then the following steps shall be taken:

1. First Occurrence - Sick leave benefits will not be paid and the absence in question will be treated as a leave of absence without pay. A letter will be provided to the employee detailing the above action and an additional warning stating that the employee may be suspended or terminated for future occurrences of undocumented sick leave usage.
2. Second Occurrence - Sick leave benefits will not be paid and the absence in question will be treated as a leave of absence without pay. In addition, the employee shall be given a one (1) day suspension without pay. A letter shall be provided stating that this is the final warning and that any instance of undocumented sick leave usage or unacceptable sick leave documentation during the review period shall result in termination.
3. Third Occurrence - In the absence of significant extenuating/mitigating circumstances, a recommendation will be made to discharge.

Any employee who files a false medical report shall be subject to termination of employment.