2012-2014

LABOR AGREEMENT

City of Kenosha and Amalgamated Transit Union Local 998

Full-time Drivers, Part-time Drivers, and Service Attendants

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2012 – 2014

KENOSHA, WISCONSIN

GENERAL LABOR AGREEMENT

This Memorandum of Agreement, by and between the CITY OF KENOSHA, a municipal corporation, organized and existing under the laws of the State of Wisconsin, its successors and assigns, party of the first part, hereinafter called, "CITY" and LOCAL #998 of the AMALGAMATED TRANSIT UNION, party of the second part, hereinafter called "UNION."

WITNESSETH:

WHEREAS, it is to the mutual advantage of the members of the Union and the City that the present friendly and cooperative spirit be continued; and

WHEREAS, the City performs an essential public service and both parties agree to provide continuous service without interruption to the public; and

WHEREAS, the welfare of the members of the Union is dependent upon the profitable operation of the City; and

WHEREAS, both parties agree that the most attractive type of service must be given at all times by employees to riders to secure and hold revenues in sufficient volume to make a profitable operation possible; and

WHEREAS, an agreement covering employee rights, duties, wages, hours of service, working conditions, and grievance procedure will tend to promote harmony and efficiency in the organization and tend to ensure the most attractive type of service; and

WHEREAS, a complete understanding and agreement has been reached between the City and the Union and it is the desire of both parties that the agreement be reduced to writing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is mutually agreed as follows:

ARTICLE I - RECOGNITION OF UNION

1.01 The Union shall be the sole representative for collective bargaining of the City's operating employees classified as Full-time Bus Driver, Part-time Bus Driver, and Service Attendant, but excluding supervisory, managerial and confidential employees.

1.02 The Union agrees that it will not include or retain as active members in its membership roster full time supervisory employees of the City or their office assistants.

1.03 This Agreement shall in all respects, wherever the same may be applicable herein, 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.

1.04 Where any rule or commission policy is in conflict with any specific provisions of the contract, the contract shall govern.

1.05 The Union shall be provided a copy of any new rule or Commission policy or amendment to any rule or Commission policy.

ARTICLE II - UNION BUSINESS

2.01 Employees of the City who may be called upon to transact business of the Union which requires their absence from duty shall, upon proper application to the proper officers of the City, be allowed to absent themselves for a sufficient time to transact such business. It is further agreed that any employee of the City who may be elected or appointed to office in Local #998 which will require his/her absence from duty with the City shall, at the expiration of such office, be reinstated in his/her former position including all his/her seniority rights and other rights then common to other employees, provided that he/she is then qualified to return to work.

ARTICLE III - NEGOTIATIONS

3.01 The City and the Union mutually agree at all times to meet with each other through their duly accredited officers, Department Heads, representatives and committees upon all matters arising out of this Agreement or otherwise of mutual interest.

3.02 The City agrees to grant time off, without loss of pay, to two employees to attend negotiation meetings with the City provided such employees are members of the negotiating team. The Union will make known the negotiating team ninety (90) days prior to the termination of this Agreement.

ARTICLE IV - GRIEVANCE PROCEDURE

The term "grievance" shall mean any dispute or difference of opinion between the Union or any of its members and the City as to interpretation or application of any provision of this Agreement. In the event of any grievance there shall be an earnest effort made to settle or dispose of such matter promptly by negotiation between the appropriate designated Representatives of the Parties in the manner provided in this Grievance Procedure.

4.02 To be processed, a grievance shall be presented within ten (10) calendar days after the time the employee affected knows, or should know, the facts causing the grievance.

All grievances beyond the first step shall be presented in writing. Discharge grievances shall be presented at the second step. All other grievances shall be presented at the first step of the grievance procedure. All grievances not timely presented shall not be entitled to consideration by the party to whom it is presented.

4.03 Grievances shall be processed as follows:

Step 1.
The employee and/or his/her Union representative shall attempt to settle the issue with the immediate supervisor.

Step 2.
If the issue is not settled, then the employee, his/her representative, and the immediate supervisor shall attempt to settle the issue with the Department Head. Such issues shall be in writing stating fully the details of the grievance and shall be submitted within five (5) working days of Step 1. The Department Head shall hear the grievance within five (5) working days and shall render his/her decision in writing within five (5) working days of the hearing.

Step 3.
If a satisfactory settlement is not reached as outlined in Step 2, the grievance may be submitted to the Mayor or his/her designate who shall hear the grievance within ten (10) working days after its receipt and shall render its written decision within five (5) working days. If the grievance is not presented to the Mayor or his/her designate within five (5) working days of the Department Head's response in Step 2, it shall be considered settled. If satisfactory settlement is not reached as outlined in Step 3, the parties may agree to utilize Step 4a.

Step 4a. Civil Service Commission.
If a satisfactory settlement is not reached as outlined in Step 3, the Union may appeal to the Civil Service Commission in writing within ten (10) working days following the decision of the Mayor. This time limit may be waived by mutual consent. The decision of the Civil Service Commission shall be final, and no further appeal shall be possible. If the Union decides not to use Step 4a, then the following shall apply.

Step 4. Arbitration. (See Addendum for Part-time Drivers)
If a satisfactory settlement is not reached as outlined in Step 3, the grievance may be appealed to arbitration. The party making the appeal shall, within ten (10) workdays following the decision of the Mayor, submit the grievance to arbitration pursuant to Article V of this Agreement. If the Union's constitution or by-laws require a vote of the membership to authorize an appeal to arbitration, this ten (10) workday time limit may be extended to thirty (30) calendar days at the request of the Union. In those cases where the time limit has been extended as provided herein and the grievance is appealed to arbitration, the City shall not be liable for reimbursement of any lost wages or benefits which may be ordered paid by an arbitrator for time between the tenth workday following the decision of the Mayor or his/her designate and the day the grievance is appealed to arbitration.

4.04 If no appeal is made from a decision made at any step in the time and manner specified herein, such decision shall be final and binding with respect to such grievance.

4.05 The time limits prescribed above shall exclude the day on which the initiating event occurs. In no event, however, shall Sundays, holidays, or other excused absences (except leaves of absence) be counted in determining the time within which an action is required.

4.06 At any and all steps of the grievance procedure, the grievant may be present if he/she so elects.

ARTICLE V - ARBITRATION

5.01 In the event of failure to reach a mutually satisfactory adjustment of any difference which may arise respecting interpretation or application of, or compliance with the terms and conditions of this contract, the matter shall be submitted to arbitration, it being understood and agreed, however, that any and all differences relating to any renewal or extension of this Agreement beyond the initial term or extension thereof or to any changes in or modifications of this Agreement or to any change in rates of pay, hours of labor, rules, and working conditions are excluded from the arbitration provisions of this section and will not be arbitrated.

5.02 Arbitration provided for herein shall be submitted to an Arbitration Board consisting of three persons, one to be chosen by the City, one to be chosen by the Union, and the two thus selected shall meet daily to select a third. In the event they have not agreed on such third person within fifteen (15) days after their appointment, the Federal Mediation and Conciliation Board shall be asked to submit a panel of seven persons from which the City Arbitrator and the Union Arbitrator shall alternately strike names, the last name remaining shall become the Chairman of the Arbitration Board. During arbitration proceedings, there shall be no strike or lockout. The findings of the Arbitration Board shall be in writing and the majority decision shall be final and binding upon both parties to this Agreement.

5.03 Either party desiring to arbitrate under the provisions of this section must notify the other party in writing. Each party shall within ten (10) days after the receipt of such notice appoint its arbitrator and give written notice thereof to the other party. In the event of failure of either party to appoint its arbitrator and give notice of such appointment within the time so prescribed, such party shall forfeit its case. In case any arbitrator resigns, withdraws, becomes incapacitated, or dies, his/her place shall be filled in the manner previously provided and arbitration shall thereupon proceed from the point where such interruption occurred.

5.04 Each party shall bear the expense of its own arbitrator and all expenses incurred in connection with the preparation and presentation of its own case. Any joint expense, including expenses of the third arbitrator, transcripts, and meeting rooms, incurred in conducting the arbitration shall be jointly shared.

ARTICLE VI - MANAGEMENT RIGHTS

6.01 Personal Standards
The management and operation of the business, the direction of all employees, the determination of necessary minimum qualifications for any job, the appraisal of the qualifications of any individual for a particular job, and the selection of all employees for original hiring or promotion, are reserved by, and shall be vested exclusively in the City.

However, after a Full-time Driver or Service Attendant has passed the one hundred and eighty (180) day probationary period in the City's service as specified herein, or a Part-time Driver has passed the thirty-eight (38) week probationary period as specified in the Addendum for Part-time Drivers, he/she shall not have his/her qualifications for the particular position which he/she holds questioned without just cause but specifically this provision shall not apply in the event the bonding company refuses or cancels the surety bond covering an employee; nor shall it apply in the event an employee is found to have

been convicted of larceny or other statutory or criminal offenses against morality and decency. Should any employee desire to transfer to a position other than the one in which he/she has qualified, the qualifications imposed shall be no more stringent than those required of any new employee.

6.02 Work Rules
Except as otherwise provided for in this Agreement, the Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The Union recognizes the right of the City to establish reasonable work rules. The Union recognizes the right 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.

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

6.04 Fitness Standards
Nothing herein contained, however, shall take away from the City its recognized right to specify reasonable standards of health and physical fitness required of its employees for the safe operation of its service to the public, or its right to require appropriate physical examinations from time to time. Such physical examinations are to be made by an examining physician either suggested by the City or by the employee's own choice, and the City agrees to pay for such physical examination within the standards set by the City. Every employee is to make his own appointment for such examination.

6.05 Physical Examinations
For each physical examination required by the City during this contract period in excess of the one aforementioned, the City reserves the right to designate the examining physician and such employee shall be entitled to pay at straight time rate for the actual time consumed with a maximum of two (2) hours.

6.06 Alcohol & Drug Testing
Testing to determine if an employee is under the influence of alcohol or other substances shall be performed and administered under the City of Kenosha Transportation Drug and Alcohol Testing Policy initially approved by the City on July 2, 1996. In addition, employees shall be tested within fifteen (15) days of their anniversary date unless the

Employee has already been tested within the preceding twelve (12) months. Employees will be paid for time spent in testing.

ARTICLE VII - FEDERAL FUNDING RESTRICTIONS

7.01 This Agreement takes note of the Federal Emergency Employment Act and participation by the Federal Government. Federal Laws shall at all times take precedence, when such are in conflict with the wording of the contract.

ARTICLE VIII - DISCIPLINE

8.01 The right to discipline belongs to and rests exclusively with the City. Nevertheless, any employee covered by this Agreement shall have the right to be heard by the proper officials of the City and to produce witnesses or officers of the Union in his behalf as to the truth of the charges preferred against him and finally, if the charges are not sustained, shall have his record cleared of such charges; and in case of any loss of wages shall receive reimbursement for such loss. Only discipline which involves the discharge or suspension of an employee for more than one (1) day may be arbitrated, except that discharge or suspension of an employee (1) for dishonesty or drunkenness, and (2) for unlawful conduct during hour on duty will not be arbitrated where, in the opinion of the City, its retention of the employee might constitute ratification of his conduct.

8.02 Charges against an employee shall be specific and shall be called to the employee's attention within seventy-two (72) hours after notice of the alleged offense has been brought to the attention of the Department Head concerned. Sundays, holidays, scheduled days off and time off for sickness, etc. shall not be included in these seventy- two (72) hours.

8.03 No discipline by suspension shall be administered to any member which shall impair his seniority rights. Discipline is to be administered within thirty (30) days of each incident causing the discipline.

The Union Steward and the Union office shall be supplied with a copy of disciplinary actions.

8.04 Members of the Union shall not be reprimanded within hearing distance of the public or other members of the Union.

ARTICLE IX - UNPAID LEAVES OF ABSENCE

9.01 Military Leave.
Military leaves of absence shall be granted to employees who enlist or who are ordered to military service. Such employees shall return to employment without loss of seniority rights provided application for re-employment is made within the statutory time limits regulating the re-employment rights of veterans from the Armed Forces. Re-employment shall be in accordance with the applicable statutes in effect at the time of re-employment.

9.02 Full-time Bus Drivers and Service Attendants ordered to military reserve training not exceeding ten (10) working days per year shall be paid the difference between their regular rate of pay and their military pay, excluding travel pay. A payroll check is provided for the employee as normal during the period of annual military reserve training. Upon returning from military duty, the employee must submit to payroll the compensation statement given to them by the military. The statement, less travel pay, is compared to the net checks the employee received from the City.

City net pay for this purpose is defined as Gross Pay less FICA and taxes.

1. If the military net pay (net pay on statement less travel pay) is less than net pay from the City (as defined above), the employee must reimburse the City the military net pay amount.

2. If the military net is greater than the net pay from the City, the employee must reimburse the net pay received from the City.

The payroll division adjusts the employee's year-to-date (YTD) file as follows:

1. Gross wages, WRS and FICA earnings are reduced by the amount of the reimbursement.

2. The employee portion of the FICA contribution is refunded to the employee. This amount is computed based on the amount of reimbursement.

9.03 Extended Illness Leave. (See Addendum for Part-time Drivers)
A Full-time Driver or Service Attendant who exhausts his/her sick and annual leave credits and is still unable to return to work due to illness or injury shall be granted a leave of absence provided that a doctor's statement is submitted indicating the extent of the employee's illness or injury and the length of time the employee will be unable to work. Such leave shall not extend for more than one (1) year without mutual agreement of the City and the Union. Upon return to work from an extended leave due to illness or injury, an employee shall submit a doctor's statement indicating he/she can fully resume his/her normal work duties.

9.04 Personal Leave.
Upon approval of the Department Head, employees may be granted personal leaves of absence up to five (5) days to conduct personal business subject to the staffing needs of the department. Personal leaves of longer duration shall be given full consideration subject to departmental needs and final approval by the Personnel Director.

9.05 Requests for leaves of absence shall be submitted in writing to the Department Head at least ten (10) days prior to the contemplated starting date of the leave and shall state the circumstances involved, the number of workdays requested, and in the case of a request for a medical leave, shall be accompanied by a physician's statement.

9.06 Requests for leaves of absence shall not exceed sixty (60) calendar days except in cases of military leave or leaves due to serious illness.

ARTICLE X - BULLETIN BOARDS

10.01 The City agrees to maintain Union bulletin boards in the Bus Operators' rooms. No materials shall be posted thereon except notices of meetings, social occasions of employees, and similar Union business.

ARTICLE XI - DUES CHECK-OFF AND FAIR SHARE

11.01 Dues Check-Off.
The City agrees to deduct each month from the wages of each employee who signs a check-off authorization and assignment the amount of his current monthly Union dues set forth by the by-laws of the Union and by the fifteenth (15) day of each month remit the total of such deductions to the Financial Secretary of the Union. It is understood that such check-off authorizations are revocable in the manner stipulated therein. The form for such check-off authorization and assignment is set out in Section 11.04.

11.02 The Employer further agrees to deduct from the wages of former members of the bargaining unit who have been laid off and are working as seasonal school tripper drives and who voluntarily sign a check-off authorization and assignment for laid off regular workers returning to seasonal work the amount specified therein, as set forth in the by-laws of the Union, and pay said amount to the Treasurer of the Union on or before the end of the month following the month in which such deduction was made. The form for such check-off authorization and assignment is set out in Section 11.05.

11.03 The Union accepts full responsibility for obtaining check-off authorizations from its members and delivering such authorizations to the City. Check-off authorizations must be delivered eight (8) days before the dues payday of the month. It is understood that payroll deductions made under this arrangement shall be limited to the current month's dues. The Union agrees to take care of the collection of initiation fees, assessments, and any dues which are in arrears. Changes in the amount of dues to be deducted shall be certified by the Union thirty (30) days before the effective date of the changes.

11.04

General Form for Monthly Dues and Initiation Fee Authorization

I, _____hereby authorize the City of Kenosha to deduct from my wages, monthly union, dues beginning *_____for dues effective the following month in the amount authorized by the ATU and remit to the Amalgamated Transit Union Financial Secretary-Treasurer on my behalf.

I also authorize the City of Kenosha to deduct from my wages an initiation fee of two hundred and fifty ($250.00) dollars. This is to be deducted in $10.00 installments weekly for a total of 25 weeks and remitted weekly to the Financial Secretary-Treasurer of Local 998 on my behalf. This deduction will begin the week following the completion of the probationary period.

This authorization and assignment shall be irrevocable for the term on the Labor Agreement between Local 998 and _____, or for one year, whichever is less, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is less unless I give written notice to

_____, (copy sent to Local 998 by me) at least sixty (60) days and not more than seventy-five (75) days before my periodic renewal date of this agreement of my desire to revoke the same.

_____

Employee Signature

Date _____

***Note: Dues are deducted the third Friday of each month for the following months dues.**

11.05

Check-Off Authorization and Assignment Form for Laid Off Regular Workers Returning to Seasonal Work.

I, the undersigned, herewith authorize my employer, City of Kenosha, to deduct from my wages the current per ca-pita tax as authorized by the Amalgamated Transit Union, of which Local #998 is part of. I further direct that this amount be sent to the Financial Secretary of Local #998 each month.

Signed _____

Witness_____ Date _____

11.06 Fair Share Agreement.
The Employer agrees that it will deduct from the monthly earnings of all employees in the collective bargaining unit who do not sign a check-off authorization and assignment under Sections 11.01 through 11.05, the monthly dues certified by the Union as the current dues uniformly requested of all members, to pay such employees' proportionate share of the cost of the collective bargaining process and contract administration. The City will pay said amount to the Treasurer of the Union on or before the end of the month following the month in which 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 changes.

As to new employees, such deduction shall be made from the first paycheck following the first thirty (30) days of employment.

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

ARTICLE XII - EMPLOYMENT

12.01 Probationary Period (See Addendum for Part-time Drivers)
When new employees are required in any occupational group under the jurisdiction of the Union, employees from any of these groups who have been laid off within the prior twelve (12) months shall be given preference in order of their seniority, other qualifications being equal and provided they are qualified to return to work and perform the duties of the job. New Full-time Drivers and Service Attendants, and those rehired after a break in service, will be regarded as probationary employees for the first six (6) calendar months of work in a vacant position in the Transit Department Table of Organization. If an employee on probation is disciplined or dismissed during the probationary period, he/she shall not have recourse through the grievance procedure.

All employees who have passed their original probationary period, and have been laid off under the provisions of Article XXIX, shall be exempt from serving a probationary period upon their recall.

12.02 Posting Vacancies
When a vacancy occurs or new positions are created, or when it is desirable to train an employee for any position up to and including the position of Supervisor or Working Foreman, employees shall be notified by bulletin at least three (3) days (Saturdays, Sundays and holidays included) prior to the time the position is to be filled permanently.

12.03 The City agrees that there will be no discrimination against members of the Union, and the City will consult with the Union's representatives in any promotion which the Union desires to question. Other qualifications being equal, the senior man shall be given the first opportunity for promotion but shall have the privilege of passing up the promotion at his option.

ARTICLE XIII - SENIORITY

13.01 a. Definition.

Seniority shall mean the status attained by length of continuous service following the successful completion of the probationary period. Seniority shall accrue from the date an employee entered or re-entered employment with the City. Seniority shall not be diminished by layoffs of less than twelve (12) months, leaves of absence of less than thirty (30) days, or leaves of absence granted for military service nor shall seniority be accumulated during such times. Seniority shall be by occupational group. A seniority list shall be kept.

b. Loss of Seniority.

Employees shall lose their seniority for any of the following reasons:
(a) Discharge, if not reversed,
(b) Resignation,
(c) Absence from work without a legitimate reason for three (3) consecutive workdays without notifying the City of the reason for such absence. This employee shall be considered as having resigned.
(d) Unexcused failure to return to work when recalled from a layoff as set forth in the call procedure.
(e) Retirement
(f) On layoff for a continuous period of time equivalent to twelve (12) or more calendar months.
(g) Full-time Drivers and Service Attendants accepting other employment while on a leave of absence, unless such leave was granted to allow other employment.

c. Recognition of Principle

The City recognizes the principle of seniority and the Union recognizes the need of maintaining an efficient workforce. In all matters involving the increase or decrease of forces, layoffs, or transfers, the seniority of the employees involved shall be given primary consideration. Skill, ability and efficiency shall be considered only where they outweigh consideration of length of service.

13.02 Transfers (See Addendum for Part-time Drivers)

If a Full-time Driver or Service Attendant, with the approval of the City, elects to change from his/her present occupational group to another occupational group within the bargaining unit and such change is made, the said employee shall lose his/her seniority in his/her present occupational group. If during a probationary period of ninety (90) days said employee is found incapable of holding his/her new position or elects to switch back, he/she shall revert to his/her former position with full seniority including time accrued during the probationary period.

13.03 The City and the Union hereby agree upon the seniority lists for Full-time Drivers, Part-time Drivers, and Service Attendants. These lists set forth the name of each employee, his seniority rank, and the starting date of his seniority. These lists cover all members of the Union employed by the City as of the date of this agreement.

13.04 The two parties hereto agree that, for the purpose of determining the seniority rights of an employee, the said lists, with additions thereto for new employees and reductions there-from for employees leaving the service of the City, shall be final and conclusive.

13.05 It is further agreed that a copy of the said seniority lists for Full-time Drivers, Part-time Drivers, and Service Attendants shall be posted in the Operator's Room.

ARTICLE XIV - GENERAL PROVISIONS

14.01 Promotion Out of Bargaining Unit

Employees who are transferred or promoted to any other position in the City not covered by this Agreement shall automatically be dropped from their respective seniority list at the end of the successful completion of their probationary period in the new classification. Said employees may return to their former classification within the period of probation in the new classification. Employees who wish to return to their former classification after the successful completion of the probationary period in the new position may do so if there is an existing vacancy. Such employees will go to the bottom of the seniority list.

14.02 Appearance at Legal Proceedings

If, as a direct result of his/her employment by the City, an employee is required to report to the City Office, Police Department, or attend a court hearing, inquest, or other legal proceeding, the City will release him/her from work, if necessary, for such appearance.

(A) Pay for such appearance shall be according to the following:

If time is lost from the employee's regular work assignment, he/she shall be paid for all time lost at his/her regular rate of pay.

1) If such appearance is outside the employee's regular work assignment, he/she shall be paid for all time so spent, or for two (2) hours, whichever is the greater, at his/her regular straight time rate. Time so paid shall not be included in overtime calculations and will apply toward minimum wage guarantee.

2) The payments provided in (1) and (2) above shall be reduced by the amount of witness fees received, if any.

(B) The payments provided for in paragraph (A) shall be made only if the employee presents verification of the time spent in such attendance and the amount of witness fees received, if any, and further, only if he/she notifies the Department Head or his/her deputy upon release from such appearance of his/her availability for work.

(C) If the appearance is required because the employee exceeded the scope of his/her duties or performed unauthorized or illegal acts, no payment will be made.

(D) Assignment of work before and after such appearance shall be in accordance with present practices.

(E) In the application of this paragraph 14.02, it is understood reasonableness and good judgment shall be used.

ARTICLE XV - ACCIDENTS

15.01 Any accident in any way involving the operation of the City's motor coaches, however apparently insignificant, and all disturbances and ejections, shall be fully, properly and completely reported by employees concerned upon report blanks supplied by the City. Such report shall be made and delivered during the day of such accident or other occurrence and shall be prepared in conformity with the City's rules. Any employee who, after submitting a full, complete, and proper report as aforesaid, shall be required to appear at the office of the Commission, or in any court, or elsewhere, for additional report or examination, shall be paid for time actually consumed therein.

Accidents or damage caused by carelessness, neglect, or violation of the City's rules, shall be cause for discipline or discharge.

15.02 Employees shall be paid fifteen (15) minutes per report for making out accident reports outside of regular working hours, and such payment shall be included in the regular paycheck.

ARTICLE XVI - SAFETY

16.01 The City shall provide healthful working conditions at all times. All equipment, machinery, and motor coaches which the City provides shall be in good working condition. The Union agrees that its members will use all safeguards furnished or required by the City and will work safely at all times.

16.02 Employees shall not be allowed to work inside any car or bus while spraying is being done on it.

16.03 Goggles shall be worn as specified in safety rules. Goggle rules are subject to amendment as mutually agreed upon.

16.04 The duly appointed representatives of the Union and of the City shall continue the joint studies and investigation of safety practices for the purpose of suggesting improvements which may be agreed upon from time to time without disadvantage to either party.

16.05 Injuries

When an employee is injured on duty and ordered by the City to report to the doctor or hospital for observation or treatment, the general intent of procedures in these cases is to pay the employee reasonable travel time to and from the place he/she is sent to, plus time for examination, but in no case is he/she to be paid beyond the regular quitting time.

(A) If the injured employee returns to work on the day of the injury, he/she will be paid for time lost from work.

(B) If the injury occurs near the end of the day so that he/she is unable to return to work on that day, he/she will be paid for his/her full day's work.

(C) If the employee is ordered home or to the hospital by the doctor, he/she will be allowed travel time to the doctor's office, the time spent there, and reasonable travel time to the place he/she is ordered to report after leaving the doctor's office.

16.6 All buses shall be equipped with approved fire extinguishers.

ARTICLE XVII - WORKING CONDITIONS AND HOURS

Section A - Procedure for Assigning and Picking Runs

17.01 Except for emergency, a list of assignments for employees on the extra list for the next day shall be available by five (5) o'clock P.M.

17.02 Employees off duty due to illness or injury shall notify the City official in charge before two (2) o'clock P.M. of their desire to be marked off or on duty for the following day. The City may require reasonable evidence to support a claim for sick leave, and shall, in case of absence of three consecutive working days, require a doctor's certificate to justify the absence.

17.03 Assigning & Picking Runs
All fixed-transit runs and extra-board positions shall be filled by Full-time Drivers on a seniority basis with picks to be effective on the following dates:

> Sunday after school dismissal date in spring; Sunday before school start date in fall; first Sunday in December; and first Sunday in March.

(A) Assigning and picking of runs shall be completed within two (2) weeks from its initial start date which is one (1) month before the regular pick goes into effect, and as soon as possible for interim picks.

(B) Full-time drivers shall pick by seniority starting at 5:00AM in groups of eight (8) per weekday. Full-time Drivers may leave a choice slip, if they wish to do so. If a Full-time Driver is not on duty the day of his/her group pick, he / she may come in to be available for the pick or must leave a choice clip.

(C) Once a Full-time Driver is contacted, he / she will have thirty (30) minutes to pick. If Full-time Drivers are not available for the pick or their choices are not available, he / she shall be assigned a run and shift closest to what they were assigned previously.

Effective January 1, 2010, picks will also be posted whenever there are two or more Full-time Driver vacancies; whenever permanent route changes result in the addition of one or more miles to each of two or more routes; whenever one Full-time Driver vacancy and one permanent route change resulting in additional mileage to a route of one mile or more occur at the same time, or when service is reduced or expanded by one or more routes.

Part-time Drivers shall be allowed to pick their AM and PM school tripper combinations by seniority during the fall orientation period. Whenever possible and/or practical, Full-time fill-in work will be offered by seniority to Part-time Drivers who were previously Full-time and were laid-off to Part-time status. All other work assignments shall be distributed as equally as possible.

17.04 Driver weekday paddles are to be posted with each pick. The daily paddle is to be considered final upon the close of business. Union requests for a copy of the final daily paddle shall be met within a reasonable time after the request is communicated and at no charge to the Union.

17.05 When picking runs, any Full-time Driver wishing to pick the extra board instead of a regular run may do so and all runs left over after picking is completed shall be filled by extra men. However, all runs shall be filled.

17.06 Comfort Stations
The City shall furnish comfort stations for all bus lines which shall remain open at all reasonable hours for the convenience of employees.

Section B - Provisions Governing Time Allowed, Schedule and Days Off

17.07 All Full-time Drivers and Service Attendants shall be scheduled two (2) days off in each week.

17.08 A) **All Employees:** Except as provided in Section 18.02 of this Agreement, time and one-half shall be paid to all employees after eight (8) hours of paid for time in each day, or after forty (40) hours of paid for time in any work week (exclusive of allowances for sick leave, vacations, and holiday pay).

(B) **Full-time Drivers:** Except as provided in Section 18.02 of this Agreement, any work performed in addition to a regular run shall be paid for at the rate of time and one-half the employee's regular rate of pay. A regular run is the posted day's run which may consist of a combination of transit and school tripper routes.

(C) **Full-time Drivers:** When a Full-time Driver is required to work on his/her day off he/she shall be assigned the route that is open.

The City agrees that Full-time Drivers will not be required to work on their days off unless not enough employees volunteer to come in for said work. In said cases employees shall be required to work overtime and shall be selected in inverse order of their seniority.

(D) **Full-time Drivers:** Trading Days – Full-time Drivers shall request a trade of working day/days off on forms provided by the City before the requested trade. Any dispute concerning the ability to trade working day/days off shall be resolved by the Director of Transportation prior to the requested trade day. If the Director of Transportation is not available, the decision will be made by the City Administrator or his designee whose decision will be final. Trades may not result in additional overtime pay in accordance with the contract and the Fair Labor Standards Act. Once a trade has been scheduled it cannot be undone unless agreed to by both drivers. Failed trade assignments may be covered by part-time drivers.

(E) Twenty-five percent (25%) of all scheduled runs must be completed within nine and one-half hours. This ratio may not be applied should the number of Full-time Drivers fall below thirty-four.

(F) **All Employees:** Elapsed time shall be paid when the scheduled interval between pieces of regularly scheduled runs is sixty (60) minutes or less. Elapsed time shall be paid when the assigned interval between pieces of work in all other cases is thirty-five (35) minutes or less. This language shall not apply to school runs.

(G) **Service Attendant Workday**

• For existing Service Attendants as of 03.17.2008, provide for an 8.5 hour shift including a 30 minute unpaid lunch.

• For other Service Attendants provide that if they are assigned an 8 hour shift they will have a 30 minute unpaid lunch, resulting in an 8.5 hour shift.

17.09 Maintaining Equipment

Maintaining buses or equipment and repair work shall not be performed by Drivers, but this shall not exclude the policy of fueling and sweeping the Driver's immediate area. The City agrees, however, that Drivers will not be required to fuel or sweep buses unless Service Attendants are not available for said work and the City sees fit to have Full-time and Part-time Drivers perform such duties.

Servicing of buses and building maintenance duties shall be assigned to Service Attendants. Service Attendants shall be given one (1) week's notice when required to change to another shift, if proper notice is provided. Otherwise, Management may assign work shifts to assure all servicing can be completed as required.

17.10 Any monies required to be advanced in performance of duties shall be reimbursed by the City.

17.11 Sick Leave for Full-time Drivers and Service Attendants

(A) Earned Leave.

Full-time Drivers and Service Attendants shall earn paid sick leave at the rate of one (1) day for each month of employment during which they work the majority of their scheduled workdays. For purpose of this section, time paid for shall be considered time worked.

(B) Use of Leave.

Full-time Drivers and Service Attendants may use sick leave (1) in case of his/her own illness, injury, or exposure to contagious disease; or (2) for attendance upon members of his/her household whose illness or injury requires the care of the employee except that no more than three (3) days of sick leave may be used in each instance of this type. As used in this section, the term "household" shall mean husband, wife, child, parent, mother-in-law, or father-in-law of the employee residing together in a single dwelling unit. All leave used shall be charged in multiples of one hour. Nothing in this Agreement shall be used to lessen hours or sick leave compensation paid under the practice followed as of 12/30/90.

(C) Accumulation.

The City agrees that Full-time Drivers and Service Attendants may accumulate one hundred twenty (120) days of sick leave and in addition may accumulate another twelve (12) days within a calendar year. None of the said twelve (12) days can be carried over into the next year except in the case of a continuing illness. One-half of any of these additional days which have not been used during the year shall be recorded in a separate sick leave bank. Sick leave usage in subsequent years shall be first from the current year's accumulation, second from the sick leave bank, and third from the original one hundred twenty (120) days.

(D) Sick Leave Payout upon Death or Retirement.

The City agrees that Full-time Drivers and Service Attendants who retire from City

employment under the provisions of the Wisconsin Retirement Fund, or the estate of any Full-time Driver or Service Attendant who dies, shall receive a severance pay equal to fifty (50) percent of his/her accumulated sick leave at his/her final rate of pay, excluding the sick leave bank.

17.12 Funeral Leave for Employees

(A) In the event of death in an employee's immediate family, up to three (3) days of paid funeral leave will be allowed to attend the funeral. Funeral leave will be in addition to sick and annual leave and shall not be charged against either. As used in this section, the term "immediate family" shall mean husband, wife, child, step-child, parent, step-parent, mother-in-law, father-in-law, brother or sister of the employee.

(B) In the event of the death of a brother-in-law or sister-in-law, up to one (1) day of accumulated sick leave, if available, may be used to attend the funeral.

(C) In the event of the death of a grandparent of the employee, paid funeral leave of (1) day will be allowed to attend the funeral. Funeral days will take precedence over any previously scheduled days off.

(D) The department head may require proof of attendance to the funeral under the provisions set forth under this section.

(E) As it pertains to this section, for Part-time employees each day shall be paid at four (4) hours. Eligibility for paid time shall be for regularly scheduled work days.

17.13 Holidays for Full-time Drivers and Service Attendants (See Addendum for Part-time Drivers)

The following shall be earned holidays for all Full-time Drivers and Service Attendants:

New Year's Day, Labor Day, Memorial Day, Thanksgiving Day, Independence Day, Christmas Day.

On March 1 of each year, Full-time Drivers and Service Attendants shall be credited with their full floating holiday accumulation for that year based upon the following: Full-time Drivers and Service Attendants earn one half (1/2) floating holiday on each month of the calendar year plus one (1) floating holiday in lieu of the Martin Luther King Jr. holiday (observed on the third Monday of January) for a total of seven (7) floating holidays. It is mutually understood and agreed that such accumulation is an advance credit and any Full-time Driver or Service Attendant who leaves the service of the City during a year for any reason except death shall have his floating holiday accumulation prorated for that year and that any such Full-time Driver or Service Attendant who has used more leave that the prorated amount shall be liable to pay the City in cash for all such additional time off. It is further mutually agreed that the City is authorized to deduct such payment from the employee's paycheck, if necessary.

The scheduling of these seven (7) floating holidays shall be requested by the employee and subject to the approval of the Department Head. If the employee requests his/her birthday as a floating holiday, it will be given if it does not require additional overtime costs for the City. One floating holiday of the above, if not used or scheduled by

November 30 shall be paid on the payroll check immediately prior to December 25th.

Full-time Drivers and Service Attendants shall attempt to request use of floating holidays on the blue Report of Absence form not less than five (5) working days before the requested leave date. If his/her request is timely, any dispute concerning the use of the floating holiday shall be resolved by the Director of Transportation prior to the requested day off. If the Director of Transportation is not available, the decision will be made by the City Administrator or his/her designee whose decision will be final.

If the request is not made five (5) working days in advance, current practices will prevail. If a holiday falls on Sunday, the following regular work day of the department shall be observed as the holiday. If the observed holiday falls on a Full-time Driver or Service Attendant's regularly scheduled day off, the employee shall receive eight (8) hours of pay at his regular straight time rate.

To be eligible for paid holidays, the employee must work the entire scheduled work day before and after said holiday. In the event of paid sick leave on the day before or after a holiday, the Full-time Driver or Service Attendant must submit a justifiable excuse acceptable to management to be eligible for holiday pay.

ARTICLE XVIII - WAGE RATES

18.01 The straight time hourly rates for Full-time Drivers, Part-time Drivers, and Service Attendants covered by this Agreement shall be as follows:

For Full-time Operators and Service Attendants hired before 06/01/2010 the following wage schedule shall apply for 2012:

Hire Rate	After 6 Mo.	After 18 Mo.	After 30 Mo.	After 42 Mo.
A	B	C	D	E
17.00	18.05	19.17	20.29	21.37

For Full-time Drivers and Service Attendants hired after 06/01/2010 the following wage schedule shall apply for 2012:

Hire Rate	After 6 Mo.	12 Mo.	18 Mo.	24 Mo.	30 Mo.	48 Mo.
A	B	C	D	E	F	G
17.00	17.50	18.06	18.56	19.17	20.29	21.37

For Part-time Drivers the following wage schedule shall apply for 2012:

Hire Rate	After 6 Mo.
11.98	12.58

For Full-time Operators and Service Attendants hired before 06/01/2010 the following wage schedule shall apply for 2013:

Hire Rate A	After 6 Mo. B	After 18 Mo. C	After 30 Mo. D	After 42 Mo. E
17.34	18.41	19.55	20.70	21.80

For Full-time Drivers and Service Attendants hired after 06/01/2010 the following wage schedule shall apply for 2013:

Hire Rate A	After 6 Mo. B	12 Mo. C	18 Mo. D	24 Mo. E	30 Mo. F	48 Mo. G
17.34	17.85	18.42	18.93	19.55	20.70	21.80

For Part-time Drivers the following wage schedule shall apply for 2013:

Hire Rate	After 6 Mo.
12.22	12.83

For Full-time Operators and Service Attendants hired before 06/01/2010 the following wage schedule shall apply for 2014:

Hire Rate A	After 6 Mo. B	After 18 Mo. C	After 30 Mo. D	After 42 Mo. E
17.69	18.78	19.94	21.11	22.24

For Full-time Drivers and Service Attendants hired after 06/01/2010 the following wage schedule shall apply for 2014:

Hire Rate A	After 6 Mo. B	12 Mo. C	18 Mo. D	24 Mo. E	30 Mo. F	48 Mo. G
17.69	18.21	18.79	19.31	19.94	21.11	22.24

For Part-time Drivers the following wage schedule shall apply for 2014:

Hire Rate	After 6 Mo.
12.46	13.09

18.02 Overtime Pay

Full-time Drivers who work beyond their normal work schedule as substitutes for Service Attendants on regularly scheduled work days shall be paid at their straight time rate of pay for the first eight (8) hours of said work as Full-time Drivers and Service Attendants

combined on that day, and time and one-half their regular rate of pay for time worked as Full-time Drivers and Service Attendants combined after eight (8) hours on that day.

18.03 If no Full-time Drivers volunteer to substitute for Service Attendants when requested by the City, the City may require extra Board Operators who are working that day to perform Service Attendant duties after their assigned work for that day.

18.04 Time and one-half shall be paid for all time worked on a Full-time Driver or Service Attendant's regular day off. This provision does not cover instances where employees exchange off days to accommodate a fellow employee, in which case only straight hourly rate is to be paid. Further, the exchange of off days must be made with the supervisor's knowledge and approval. Full-time Drivers and Service Attendants who volunteer to work on the Fourth of July shall be paid straight time in addition to their holiday pay, provided that is not their regular day off. Full-time Drivers and Service Attendants who have not volunteered but are required to work the Fourth of July shall be paid time and a half in addition to their holiday pay.

18.05 Workweek

The normal work week for Full-time Drivers and Service Attendants will be forty (40) hours per week, allowing two (2) days off per week, provided that all assigned work on the remaining five (5) days in that week is performed.

18.06 Report Pay

If any employee reports for scheduled work at the start of his regularly scheduled shift, and no work or less than two hours of work are available, he shall be paid a minimum of two (2) hours at the straight time rate.

Such payment shall not be required if the employee does not work at his own request or due to his own fault.

18.07 Instructor's Pay

Bus Operators selected for instructor's duty shall be paid twenty-five (25) cents per hour above basic rate when performing such duty. Such instruction work shall be rotated equally among qualified drivers.

18.08 Shift Differential

Service Attendants whose work schedule starts at 2:00 P.M. or later will receive a second shift differential of $0.30/hour for all hours of work on that shift. All service attendants whose schedule ends after 10:00PM shall be paid a shift differential of $.60 per hour for work performed after 10.00PM. This shift differential shall not be used to compute any benefit or overtime pay.

Part-time Employees

Employees hired as Full-time Drivers or Service Attendants shall not have their normal work week reduced as a result of the hiring of Part-time Employees or Service Attendants or seasonal School Tripper Drivers.

18.10

Any single or combined piece of work shall be paid a minimum of two (2) hours of straight time or overtime as defined in 18.01, 18.02 and 18.04.

ARTICLE XIX - COST OF LIVING ADJUSTMENT

19.01 A cost of living adjustment shall be granted as described below to all full-time employees of the bargaining unit who are employed as of the effective date of each such adjustment.

(A) The Consumer Price Index, as used in this Article, shall refer to the Consumer Price Index for Urban Wage Earners and Clerical Workers - United States, all items (1967=100) published by the Bureau of Labor Statistics, U.S. Department of Labor

(B) Effective with the first pay period beginning on or after January 1, 1993, and thereafter during the life of the contract, a cost of living adjustment, if applicable, shall be made quarterly, with the first pay period beginning on or after April 1, July 1, October 1, and January 1.

(C) Such cost of living adjustment shall be an amount equal to $1.73 per month for each full .3 of a point change in the Consumer Price Index from November to February for the April adjustment, from February to May for the July adjustment, from May to August for the October adjustment, from August to November for the January adjustment, for all hours of actual work, provided, however, that such amount shall not exceed $20.76 per month. Paid time off shall be considered as hours of actual work for purposes of this Article.

(D) The cost of living adjustment shall be made either up or down based on the changes listed above, but no decrease shall result in a reduction of the wage rates listed in Article XVIII of this Agreement.

(E) The above cost of living adjustments shall be considered a fund separate from wages or salary and shall not be used to calculate salary, wages, overtime, or other benefits or payments of any kind which are based on employees' compensation or wage rate.

(F) Effective December 31, 1993, the cost of living adjustment in the fund, rounded to the nearest dollar, shall be applied to and made a part of the base wage or salary for each classification and shall be eliminated from the fund.

(G) In the event that the Bureau of Labor Statistics does not issue the appropriate Index on or before the beginning of one of the pay periods referred to in paragraphs B and C, the adjustments listed above shall be made at the beginning of the first pay period after receipt of the Index. Continuance of the cost of living adjustment shall be contingent upon the availability of the Index in its present form, unless otherwise agreed upon by the parties. If the form or basis of calculating the applicable Index is changed, the parties agree to ask the Bureau of Labor Statistics to make available, for applicable periods during the term of this Agreement, an Index in the form and calculated on the same basis as the Unrevised Indexes listed above.
If the Bureau of Labor Statistics is unable or unwilling to supply the applicable Index described above, both parties shall negotiate a system by which the cost of living adjustment will be maintained.

(H) No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the Index for any month on the basis of which the adjustment shall have been determined.

ARTICLE XX - PAYDAY

20.01 All employees covered by this Agreement are to be paid every week on a day to be mutually agreed upon by the City and the Union with a hold-back period of not more than two (2) weeks.

ARTICLE XXI - TRANSPORTATION

21.01 The present practice of allowing free City transportation to hourly paid employees of the City under this Agreement shall be continued.

21.02 The City agrees to provide one of the following, at its option, to all Full-time and Part-time Drivers covered by this Agreement:

(a) Means of transportation between the Transit Garage and the Full-time and Part-time Driver's route starting point. Time in transit outside the employee's regular schedule of hours shall not be paid for. The employee's regular schedule of hours is defined as the time from sign-up time until completion of run.

-or-

(b) Travel time at the employee's regular hourly rate from sign-up time to relief time.

ARTICLE XXII - GROUP INSURANCE

22.01 Wisconsin Retirement System.
The present participation of the City and its employees in the Wisconsin Retirement System will be continued. Effective January 1, 1997, with respect to earnings paid on or after January 1, 1997, the City agrees to pay to the WRS the employee's contribution required by Statute up to an amount equal to six point four percent (6.4%) of the employee's total earnings. Said employee's contribution is in addition to the employer's usual contribution. However, effective January 1, 2014, all employees shall contribute 2% of total earnings to the WRS and the Employer's share of the employee's contribution shall be reduced accordingly.

22.02 Insurance for Full-time Drivers and Service Attendants.

(A) The Employer shall provide health insurance for Full-time Drivers and Service Attendants. In negotiating the 2012-14 collective bargaining agreement, the parties agree that the Union will have the same health insurance coverage as all City employees had as of January 1, 2013. Said out-of-pocket expenses are a deductible of $2,500/$5,000 and prescription preventative drug plan co-pay tiers of $10/$30/$60. Upon the expiration of the contract, the parties will follow all applicable collective bargaining laws then in effect. The parties agree that the City may change health insurance carriers, third party administrators or implement a self-funded health insurance plan if it gives the Union at least a thirty (30) day written notice of changes. Effective October 1, 2013, the health insurance plan shall be as provided to all other City employees.

(B) Any Full-time Driver or Service Attendant retiring on or after January 1, 1976, but prior to January 1, 2014, shall have the privilege of retaining such health insurance, the premium up to the amounts specified above in (A), being paid by the City from the first of the month following the retiree's sixty- second (62nd) birthday until the retiree becomes eligible for other paid hospital-surgical insurance or becomes eligible for Medicare, whichever occurs first.

(C) Any Full-time Driver or Service Attendant retiring on or after January 1, 2000 with fifteen (15) years of service shall have the privilege of retaining City health insurance, the full premium cost being paid by the City from the first of the month following the retiree's sixtieth (60) birthday until either the retiree becomes eligible for other paid health hospital-surgical insurance or becomes eligible for Medicare, which ever occurs first.

(D) Full-time Drivers and Service Attendants voluntarily retiring on or after January 1, 2014, with at least eight (8) years of service shall have the privilege of retaining such health insurance, the premium up to the amounts specified above in (A), being paid by the City from the first of the month following the retiree's sixty- second (62nd) birthday until the retiree becomes eligible for other paid hospital-surgical insurance or becomes eligible for Medicare, whichever occurs first.

(E) The widow or widower of any Full-time Driver or Service Attendant who dies on or after January 1, 1974, shall have the privilege of retaining such health insurance coverage provided that each such widow or widower who elects to continue said coverage shall pay the entire cost for such coverage and shall be billed directly by the insurance company.

(F) Full-time Drivers and Service Attendants who have exhausted their sick, annual, and compensatory leave and are on a medical leave of absence without pay shall have the hospital-surgical insurance premiums, up to the amounts specified above in (A), paid by the City for the first three months of such absence.

(G) Full-time Drivers and Service Attendants with twenty (20) years of service or more who retire with a disability annuity under the Wisconsin Retirement System shall have the privilege of retaining such health insurance, the premium being paid by the City, until the employee becomes eligible for other paid health insurance or becomes eligible for Medicare, whichever occurs first.

(H) City will allow added participation in the State of Wisconsin Life Insurance Program in the Supplemental and Additional Plans. The employee will make 100% of the contributions required under the Supplemental and Additional Plans.

ARTICLE XXIII – Uniforms for Full-time Drivers and Service Attendants

23.01 The following regulations on the wearing of uniforms are applicable to all Full-time Drivers:

(A) A regulation uniform as prescribed by the City must be worn by all Full-time Drivers while on duty. Wearing of cap shall be optional at any time, but if worn, will be a uniform cap.

Changes in the requirements and specifications for the uniforms may be made only by mutual agreement between the City and the Union.

(B) All new Full-time Drivers shall be furnished uniforms by the City.

(C) Purchase of uniforms or items thereof under these provisions must be approved by a designated City official. All items of the uniform must be purchased from an authorized uniform company and must be in accordance with City specifications.

(D) The City shall reimburse employees for the replacement costs of uniform items up to a maximum of two hundred twenty dollars ($220) effective January 1, 2006, and Two hundred thirty dollars ($230) (effective January 1, 2007) provided the worn or damaged item is presented to the City for inspection and approval of replacement. Clothing allowance shall be in effect on January 1st of each year for all employees on the payroll on that date.

(E) Effective January 1, 2003, employees shall be able to use up to $100.00 of their clothing allowance for the purchase of their own glasses. (A minimum value of $25.00 per eyeglass.)

(F) The City agrees to furnish the following for department employees classified as Service Attendant:

•Shirt, trousers and rain wear (replacement of which will be determined by the department);

•Other special clothing or equipment the department deems necessary for the employee to perform his or her job;

•Hepatitis and tetanus shots as required by law;

•Safety glasses per City policy and procedure.

ARTICLE XXIV – VACATIONS for Full-time Drivers and Service Attendants

24.01 Full-time Drivers and Service Attendants covered by this Agreement who have successfully completed their probationary period and the required length of continuous and satisfactory service shall earn annual leave at the end of each full calendar month of service during which they work the majority of their scheduled workdays in accordance with the following table based on anniversary dates of employment. If an employee's anniversary date of employment falls on or before the 15th of the month, he/she shall be credited for vacation under the higher vacation accumulation formula for that month. If the employee's anniversary date of employment falls on or after the 16th day of the month, he/she shall be credited for vacation under the lower vacation accumulation formula for that month. In the latter case, vacation shall be accumulated under the higher formula beginning with the month following the employee's anniversary date. For purposes of

interpreting this section, workdays paid for shall be considered workdays worked.

Effective January 1, 2003, the eligibility table will be as follows:

Continuous Years of Service	Days Per Year	How Accumulated
Less than one	7	½ day per mo. Except Full day for April & August
One but less than ten	12	1 day per month
Ten but less than fifteen	17	1-1/2 days per mo. Except 1 day for April & August
Fifteen but less than eighteen	18	1-1/2 days per mo.
Eighteen but less than twenty-five	20	1-1/2 days per mo. Except 2 days for March, June, September & December
Twenty-five or more	25	2 days per month except 2-1/2 days for April & August

24.02 On January 1 of each year, Full-time Drivers and Service Attendants shall be credited with their full annual leave accumulation for that year based on the above table. It is mutually understood and agreed that such accumulation is an advance credit and any employee who leaves the service of the City during a year for any reason except death shall have his vacation accumulation prorated for that year and that any such employee who has used more leave than the prorated amount shall be liable to pay the City in cash for all such additional time off. It is further mutually agreed that the City is authorized to deduct such payment from the employee's paycheck, if necessary.

24.03 Service Attendants shall be allowed to split up to three (3) days of accumulated leave into half-days, using four (4) hours of leave per day, subject to adequate staffing.

ARTICLE XXV - COMMERCIAL DRIVERS LICENSE (CDL)

25.01 The renewal cost of the CDL (excluding testing fees) shall be paid by the City. The City determines CDL class, endorsements and restrictions.

25.02 In the event an employee is not successful in passing the Commercial Driver's License Exam, or loses the license, the employee will be placed on a leave of absence for a period of up to 60 calendar days and will be returned to his/her former position if the license is obtained during that time. Part-time drivers will be allowed to fill in for the employee during that time. If after 60 days the employee still does not have their CDL, the leave of absence will continue for up to one year, unless extended beyond the one year period by mutual agreement of the City and the Union; however, the employee will have to wait for the next available opening to return to their position. Leaves of absences exceeding thirty days

shall result in adjustment of the length of service date beginning on the first day of the leave of absence.

ARTICLE XXVI - GENERAL COMMITMENT OF THE UNION

26.01 It is agreed by the City and the Union that, in consideration of mutual covenants herein contained, the members of said Union will be courteous to passengers and the general public and work at all times for the best interests of the City. They further agree that they will at all times protect the property of the City from injury at their own hands or at the hands of others when in their power to do so; that in the handling of motor coaches they will at all times comply with the rules of the City, State Laws and City Ordinances and use every effort to prevent injury to property and personnel of the City and of the traveling public.

ARTICLE XXIX - LAYOFF AND RECALL

29.01 The City has the right to lay off employees. The layoff of employees in any department shall be inverse order of seniority in the occupational group within the Transportation Department. Whenever possible, the City agrees to give the Union two (2) weeks notice before layoffs occur, but this is not intended to prevent layoffs when such notice is not feasible. In the event of a layoff, employees may also volunteer to be laid off. Employees volunteering to be laid off shall be chosen in order of seniority.

Laid off Full-time Drivers and Service Attendants shall have the opportunity to bump into Driver and Service Attendant positions occupied by employees with less seniority. Laid off Full-time Drivers and Service Attendants who choose to bump into another occupational group must notify the employer of his/her desire to do so within twenty-four (24) hours from the time the employee is notified of his/her layoff. Laid off Full-time Drivers and Service Attendants who choose to bump into another occupational group shall be placed at their current seniority on the bumped into seniority list.

Laid off Full-time Drivers and Service Attendants shall have the opportunity to bump into part-time positions. Laid off Full-time Drivers and Service Attendants who choose to bump into a part-time position must notify the employer of his/her desire to do so within twenty-four (24) hours from the time the Full-time Driver or Service Attendant is notified of his/her layoff. Laid off Full-time Drivers and Service Attendants who choose to bump into a part-time position shall be placed at the top of the part-time seniority list and shall be transferred to the next full-time vacancy (ies) that occur.

29.02 Recall from Layoff.

(A) The names of employees laid off through no fault of their own shall remain on a departmental call list for a period equal to twelve (12) calendar months from date of layoff.

Employees shall have the right to be re-employed in order of their seniority as provided in Section 12.01 of this Agreement.

(B) Employees recalled from layoff shall be given a maximum of five (5) workdays to respond after notice has been sent by certified mail to their last known address on file with the City Personnel Department and five (5) workdays to resume work. This notice shall constitute sufficient notice of work availability. A copy of said recall notice shall be sent to the Union's Financial Secretary.

(C) Employees who fail to respond to or decline a call to return to work within the time limits provided above shall be presumed to have resigned.

(D) The 12 calendar month period referenced in (A) above shall not apply to laid off Full-time Drivers who have bumped into part-time positions who shall be transferred to the next full-time vacancies in accordance with 29.01 whenever they occur. However, a Full-time Driver who bumps into a part-time position and then quits during the twelve month recall period, shall only have recall rights for the twelve month period immediately following the layoff from the full-time position.

ARTICLE XXX - CONDITIONS OF AGREEMENT

30.01 This Agreement constitutes an entire Agreement between the parties and no prior verbal or written statement shall supersede any of its provisions.

30.02 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The City and the Union, for the life of the Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been known or contemplated by either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXI - SEVERABILITY

31.01 If any section, subsection, paragraph, sentence, clause or phrase of this Labor Agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Labor Agreement which shall remain in full force and effect; and to this end, the provisions of this Labor Agreement are hereby declared to be severable.

ARTICLE XXXII - DURATION OF AGREEMENT

32.01 This Agreement and all provisions thereof cancel and supersede all previous Agreements between the parties hereto, and shall be binding upon both parties until December 31, 2014, and from year to year thereafter unless opened and changed as hereinafter provided. Either party desiring to negotiate any changes or modifications in this Agreement to become effective at the end of the initial term or any annual extension thereof or desiring to terminate this Agreement at the expiration thereof, shall notify the other party in writing, at least ninety (90) days prior to the expiration of the initial term or any extension thereof, of its desire to enter into negotiations for the purpose of making changes or modifications herein or of its desire to terminate this Agreement.

Approved this 1 **day of** NOVEMBER, **20** 13.

CITY OF KENOSHA

Mayor

City Clerk

LOCAL #998
AMALGAMATED TRANSIT UNION

President

Steward

Appendix B

Productivity Incentive Program for Full-time Drivers and Service Attendants of the City of Kenosha Represented by Kenosha, Local #998, ATU

Effective January 1, 2008:

To increase productivity, the Productive Incentive Program is established for the City of Kenosha:

1. Each Full-time Driver and Service Attendant who is credited with at least 680 "hours of service" (excluding overtime) during a four calendar month period shall receive a payment of $125. The first four month period shall begin on January 1, 2006 and subsequent four month periods shall begin on each four month anniversary of that date. The payment, equal to $125, if earned shall be paid as soon as possible after the end of each four month period.

2. An employee shall be credited with an "hour of service"(excluding overtime) for purposes of this Productivity Incentive Program when he or she; (a) performs and hour of actual service for the City of Kenosha; or (b) utilizes an hour of approved time off for required reserve military training (not exceeding 10 working days per year), jury duty, funeral leave, floating holidays, compensatory leave, annual leave and holidays.

3. Full-time Drivers and Service Attendants scheduled for less than 40 hours of work will receive credit for a 40 hour work week in which they complete their full work week.

This Appendix shall expire at the close of business on December 31, 2014.

FOR THE UNION	**FOR THE CITY**
Rick Bassler	Steve Stanczak

Appendix C

POLICY AND PROCEDURE

ATTENDANCE MONITORING AND CONTROL FOR FULL TIME DRIVERS AND SERVICE ATTENDANTS

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 leave associated with a worker's compensation case or a Family Medical Leave Act (FMLA) case, or other approved leave of absence with pay which is properly authorized in advance.

3. Application: This policy shall apply to all **Full-time Drivers and Service Attendants** represented by ATU Local #998.

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 each month by reviewing the preceding twelve (12) month period. Absences occurring prior each twelve (12) month review 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

During January of each year, the previous twelve (12) month period will be analyzed to determine the number of occurrences of absence meeting the definition of occurrence previously identified for each employee. The ten percent (10%) of employees who have the greatest number of occurrences for the year will be identified. The least number of occurrences within the group identified will be the threshold triggering review for each additional monthly review occurring during the year. Those employees falling into the group of ten percent (10%) and employees reaching the threshold in the following months shall have each occurrence identified during the monitoring period reviewed to determine whether the utilization of time off exhibits any of the following traits or characteristics:

a) Occurs frequently and is of short duration;
b) Falls on a Friday or Monday or before or after other days off;
c) Falls on the day before or day after a paid holiday or other authorized paid leave time;
d) Occurs when paid leave, other than sick leave, is exhausted;
e) Occurs when all paid leave, including sick leave, is exhausted;
f) Demonstrates a habitual exhaustion of paid sick leave, in the absence of incapacitating injury or illness which is verified by a edical report.
g) Occurs when there is no incapacitating injury or illness;
h) Involves an unscheduled use of paid leave or leave without pay (LWOP) after sick leave benefits have been exhausted;
I) Long term sick leave.

After completing the review and summarizing the results, the Department Head or his/her designee 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 dkocumented to the satisfaction of the Department Head or his/her designee, 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 Personnel.

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 by the department 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. Subsequent occurrences shall result in further disciplinary action.

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:

a) 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.

b) 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.

c) 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.

MEMORANDUM OF UNDERSTANDING

Between the City of Kenosha and Local #998, Amalgamated Transit Union

Layoff

In case of a layoff of Full-time Drivers and/or Service Attendants during the term of this Agreement, January 1, 2012 through December 31, 2014, the following shall apply:

1. Priority Selection of Laid-Off Full-time Drivers and Service Attendants for Other City Positions. Employees who are laid-off between January 1, 2012 and December 31, 2014 will, for a period of one year from date of layoff or to December 31, 2014, whichever is less, be given priority for selection over non-City of Kenosha employees for positions in the City for which such employees are qualified under existing City procedures and practices. The term "positions" in this section does not include professional, supervisory, managerial or confidential positions. In the event more than one (1) Full-time Driver or Service Attendant is a successful applicant for the same position, no one (1) such applicant will have any priority for selection over any other such applicant. The City will mail to all laid-off Full-time Drivers and Service Attendants during 2012 through 2014 by regular mail notices of job openings that are not filled from within the appropriate bargaining unit.

   Such notice will be sent to the address on file in the Personnel Office and it is the obligation of the laid-off Bus Operator or Service Attendant to keep the address current.

2. Credit for Prior City Service. In the event a laid-off Full-time Driver or Service Attendant is appointed to another position with the City during 2012 through 2014 under number 1 above, he/she will be given credit for prior continuous service as a City employee but only for vacation eligibility purposes.

   This Memorandum of Understanding shall expire on December 31, 2014 and is not a precedent setting situation for the City or the Union. It shall in no way obligate the City to continue this practice beyond December 31, 2014 unless specifically agreed to by the parties.

Dated this 1 **day of** NOVEMBER, **20** 13.

FOR THE UNION	**FOR THE CITY**
Rick Bassler	
	Steve Stanczak

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KENOSHA & LOCAL #998

COLA Adjustment

It is understood and agreed that during the term of this contract, January 1, 2012 to and including December 31, 2014, Article XIX - Cost of Living Adjustment shall be frozen, i.e., held inoperative, and shall not provide any pay adjustments.

Dated this 1 **day of** NOVEMBER **, 20** 13 **.**

FOR THE UNION	**FOR THE CITY**
Rick Bassler	
	Steve Stanczak

MEMORANDUM OF UNDERSTANDING

Vacation Relief

Effective January 1, 2010, six (6) Full-time Drivers may be scheduled off work at one time when the Kenosha Public Schools are not in session and three (3) Full-time Drivers may be scheduled off work when Kenosha Public Schools are in session.

To fill the vacancies, extra board drivers will be assigned at straight time. When no extra board drivers are available at straight time, up to four (4) Part-time Drivers will be scheduled when Kenosha Public Schools are not in session, and up to one (1) Part-time Driver will be scheduled when Kenosha Public Schools are in session. When available extra board drivers and Part-time Drivers have been assigned work at straight time, remaining work will be assigned at overtime to available operators. All other provisions regarding pay shall be followed. Part-time Drivers performing fill-in work shall be paid at the Step A rate.

Seven (7) Full-time Drivers may be scheduled off work at one time and up to seven (7) Part-time Drivers assigned as indicated above during the following:

a. During the week including the Fourth (4th) of July; and

b. When school is not in session for the Thanksgiving Holiday, Christmas/New Years break.

This MOU pertains to annual leave and floating holidays which have been scheduled and approved in advance.

The parties understand that the City will continue to grant additional time off providing such scheduled time will not result in incurred overtime.

This Memorandum of Understanding shall not be continued beyond December 31, 2014 unless mutually agreed to by the parties.

Signed this 1 **day of** NOVEMBER, **20** 13.

FOR THE UNION	**FOR THE CITY**
Jack Bassler	
	Steve Stanczak

MEMORANDUM OF UNDERSTANDING

WISCONSIN RETIREMENT SYSTEM

If, during the term of this agreement, the employee's WRS contribution required by Statute is increased over six point four percent (6.4%) of the employee's total earnings, the City of Kenosha shall pay to the Wisconsin Retirement System, in accordance with State Statutes, such increased amount, but not to exceed an amount equal to six point six percent (6.6%) of the employee's total earnings.

This Memorandum of Understanding shall expire at Midnight on December 31, 2014.

Signed this 1 **day of** November, **20** 13.

FOR THE UNION	FOR THE CITY
Rick Bassler	
	Steve Stancato

MEMORANDUM OF UNDERSTANDING

ATU Local 998 Steward Attending Transit Commission Meetings

1. The City will seek volunteers to replace the appropriate scheduled work hours of the Local 998 steward to permit him/her to attend Transit Commission meetings.

2. The parties further agree that if no volunteers are available, the steward will work and not be released to attend the Transit Commission meeting.

3. The Union agrees to reimburse the City for the steward's time away from regularly scheduled work to attend the Transit Commission meeting in accordance with the policy outlined in the memos dated 5/18/89 and 6/27/89. Billing will be on a monthly basis.

4. This Memorandum of Understanding shall expire on December 31, 2014 and is not a precedent setting situation for the City of the Union. It shall in no way obligate the City to continue the practice beyond December 31, 2014 unless specifically agreed to by the parties.

Dated this 1 **day of** NOVEMBER, **20** 13.

FOR THE UNION	**FOR THE CITY**
Rick Bassler	
	Steve Stamsah

MEMORANDUM OF UNDERSTANDING

Procedures for Picking of Vacations for Full-time Drivers and Service Attendants

1. Vacations will be picked beginning the first Monday of November prior to the year the pick takes place.
2. Picks shall be submitted on forms supplied by management.
3. The first four months of the year, January, February, March and April may be picked on a first-come first-serve basis with a five (5) calendar day bump-by seniority.
4. Full weeks will be picked first by seniority. Each driver will have two (2) weekdays to pick after being notified.
5. When the full week pick is completed, the single days picks will be picked first by seniority. Each driver will have two (2) weekday days to pick after being notified.
6. If a driver fails to pick within the allotted time during either the full week or single day pick, that driver must wait until the next driver picks and then re-submit his/her pick within one (1) work day of being notified.
7. After full week and single day picks are complete, drivers may pick any remaining time on a first-come first-serve basis with a same day bump by seniority.
8. Deadlines as indicated above are at eight-thirty (8:30) P.M. of the designated day.
9. The Vacation Pick must be completed by August 1st of the year and vacation selections after that time will be on a "first come first taken basis".

Prime periods:

1. "Prime periods" as defined here are:

   a. During the week including the Fourth (4th) of July; and
   b. When school is not in session for the Thanksgiving Holiday, Christmas/New Year's break.

2. If any day(s) in a "prime period" as defined above, that was previously full should become available, drivers with time available shall be able to pick the day(s) during a re-posting. Said day(s) will be posted for five (5) calendar days and the highest seniority driver(s) will be granted said day(s), with full weeks being granted first.

Service Attendants:

-Service Attendants shall also pick vacations according to the above rules and by seniority accrued within their occupational group.

Notification:

-All notifications will be posted on the vacation pick board.

-The City will notify Streetcar Operators in the pick when their name is on the Vacation Board and document notification.

MEMORANDUM OF UNDERSTANDING

Overtime Scheduling Full-Time Drivers

The overtime scheduling is accomplished as follows:

1. Bus operator overtime rotation lists will determine availability;
2. Overtime will be filled from these lists on a first open, first filled basis—hours of work having no bearing;
3. When overtime is passed on, the rotation continues until the work is accepted;
4. Day off drivers are asked first (Saturdays Blue shift drivers first);
5. If the day off drivers turn overtime down, driver's whose normal work shift will not be affected will be asked;
6. If the rotation proceeds through the process to the first person that was asked and that turned the work down, the dispatcher will assign the work to the lowest seniority driver working that day whose normal work shift will not be affected;
7. In all cases, the list rotates from the last person that worked or turned down work;
8. Trained extra-board operators may be asked to fill work before any payment of overtime is authorized. Streetcar work is only offered to streetcar certified operators. If an error in assigning overtime is alleged and there is a dispute regarding the remedy offered to the Union and the employee, that dispute will be subject to the grievance procedure.
9. The following are the current seniority rotating lists and the procedures for their operation.

Monday – Friday Overtime List

1. **Drivers on their <u>day off</u> are asked first.** Lists are kept containing who is off on certain days and they rotate.

2. **Next, drivers <u>working</u> that day are asked.** Lists are kept for each available shift (red, pink, yellow) and rotate as above.

Note: ***Special exception for "Blue Shift":*** *All available early-release school runs during the week will be offered first to the "Blue Shift" before reverting to steps (1.) and (2.) above. This will also be assigned according to a* ***rotating list (B.) below****.*

Saturday – Blue Shift &
Early Release School Runs

All Saturday work and early release school runs shall be offered first to "Blue Shift" drivers. This will be assigned according to rotating lists "Saturday" and "Extra Work"

Sundays and Holidays Overtime List

This list would consist of all of the drivers. New drivers will be added to the list at the bottom *as it is related to the current position of the last O.T. worked by a driver on the list.*

Streetcar Overtime List

Streetcar overtime is only offered to trained and qualified Streetcar operators and a list

is kept and rotates as overtime is offered.

Overtime for Service Attendants

Overtime work will be distributed among the Service Attendants as equally as possible. If no Service Attendants volunteer for overtime work management may assign the work in order of reverse seniority.

Note for each list: If a driver works ***or*** turns down a piece of work he or she is moved to the bottom of the rotation.

If no drivers volunteer for overtime

If no drivers volunteer for overtime management has the right to mandate drivers to work. Lists are not kept for this, as reverse seniority is always the rule. In order to lessen the impact this might have on drivers who may have planned vacations, etc., the following procedures apply:

1. **Drivers <u>already working that day</u> will be required to work first.**
   Available drivers will do this according to reverse seniority.

2. **Next, drivers <u>on their day off</u> will be required.** After all available drivers in step (1) above are used, drivers on their day off will be required to come in. This will also be by reverse seniority. If a driver has chosen a week of leave, or taken leave on either side of a day off and designated it as vacation or leaving town, etc., he or she would be exempt from this procedure.

SIDE LETTER OF AGREEMENT
ON DENTAL COVERAGE

The CITY and the AMALGAMATED TRANSIT UNION FULL-TIME BUS DRIVERS AND SERVICE ATTENDANTS, LOCAL #998 ("Union") agree to the following terms of a Side Letter of Agreement regarding dental insurance coverage for the 2012 -2014 collective bargaining agreement.

The City and the Union agree that the City will continue the current dental coverage for the term of this agreement. Provided, however, that the City may change carriers and/or coverage during the term of this agreement provided the coverage provided is generally comparable to the coverage provided under the current dental plan and at a cost not to exceed the City's cost with Dental Associates. The City agrees to meet and confer with the Union prior to implementing any change in carriers or coverage.

This Side Letter of Agreement will expire on December 31, 2014 and may only be extended by mutual agreement of the parties.

Dated this 1 **day of** November, **20** 13.

FOR THE UNION

Rick Bassler

FOR THE CITY

Steve Sanczak

Memorandum of Understanding:

Part-time Supplemental Fill-in Work

The City will maintain a minimum of one (1) full-time extra-board position on the roster. To fill all vacancies, extra-board operators will first be assigned at straight time. When no extra board drivers are available at straight time, part-time drivers may be used as follows:

a. As fill-in for full-time drivers who are absent to conduct Union business.

b. As fill-in for full-time drivers who are off due to illness.

c. To perform charter work.

d. When the regular streetcar operator or streetcar-relief operator's normal work day falls on a full-time designated holiday, that operator may choose to work that day (at straight time in addition to holiday pay). If that operator decides not to work, a part-time driver may be used to fill-in (at fill-in rate in addition to holiday pay). Regular streetcar operators or streetcar-relief operators who choose to work said holiday shall give management a minimum of five (5) days notice.

e. After (d.) above, additional part-time drivers may be used on designated holidays for supplemental streetcar or bus work, not including fixed-route transit (at fill-in rate in addition to holiday pay).

f. Part-time Drivers performing fill-in work shall be paid at the Step A rate. When available extra-board drivers and part-time drivers have been assigned work at straight time, remaining work will be assigned at overtime to available operators. All other provisions regarding pay shall be followed.

This Memorandum of Understanding shall not be continued beyond December 31, 2014, unless mutually agreed to by the parties.

Signed this 1 **day of** NOVEMBER, **20** 13.

FOR THE UNION	FOR THE CITY
Rick Bassler	
	Steve Stanczak

Memorandum of Understanding

The Use of Surveillance Equipment on Kenosha Area Transit Property

The City of Kenosha has established the use of surveillance equipment to provide a safe and secure environment for passengers and employees.

If used for disciplinary purposes:

Electronic surveillance equipment on Kenosha Area Transit vehicles or property may only be used to support disciplinary measures pertaining to and when a verifiable incident or complaint has been received, or a direct observation has been made by a member of the management team, except in the case of misconduct such as assault, theft, robbery, cell phone usage, or any unlawful acts.

Any other issues that arise from reviewing the video camera recordings may be used for guidance and/or counseling.

Audio monitoring or recording will not be allowed in driver's or Service Attendant's areas of transit property, excluding buses. The union has the right to review all video used as evidence in disciplinary actions.

This Memorandum of Understanding shall not be continued beyond December 31, 2014 unless mutually agreed to by the parties.

Signed this 1 **day of** November, **20** 13.

FOR THE UNION	**FOR THE CITY**
Rick Bassler	
	Steve Stanczak

Addendum Pertaining to

Part-time Drivers

Extended Illness Leave (9.03)

If a Part-time employee is unavailable for work or desires an extended absence, they must receive prior approval from the department head. In cases of illness or injury, the employee must follow current department policy.

Probationary Period for Part-time Drivers (12.01)

New Part-time Drivers will be regarded as probationary employees for the first thirty-eight (38) weeks of work when they are driving on their own following their training period. Weeks in which a Part-time Driver works less than twelve (12) hours will not be counted towards their probationary period. If a Part-time Driver on probation is disciplined or dismissed during the probationary period, he/she shall not have recourse through the grievance procedure. If a Part-time Driver is disciplined or dismissed during a consecutive six (6) month period following the completion of their probationary period, he/she shall have recourse through the grievance procedure excluding Step 4: Arbitration.

Promotions to Full-time Employment (13.02)

In the event a permanent full-time bargaining unit position becomes available with the City in the Transit Department, and that position is not filled by a Full-time employee as provided for in this agreement, the City agrees to first consider bargaining unit Part-time Drivers. Bargaining unit Part-time Drivers who apply for the position shall be promoted by seniority. A bargaining unit Part-time Driver who accepts a full-time position within the Transit Department will be covered under the collective bargaining agreement applicable to the full-time position. If, during a probationary period of one-hundred eighty (180) days said employee is found incapable of holding his/her new position or elects to switch back, he/she shall revert to his/her former position with full seniority including time accrued during the probationary period.

Part-time Driver Holidays (17.13)

Beginning January 1, 2011, Part-time Drivers who have obtained one (1) year of service and who have worked a minimum of 1040 hours in the previous year shall earn four (4) hours pay for the following holidays:

Memorial Day, Thanksgiving Day, Christmas Day

Part-time Drivers filling in for Full-time Drivers shall earn eight (8) hours pay at the "Step A" rate for the following holidays:

New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day

To be eligible for paid holidays, the employee must work the entire scheduled work day before and after said holiday.