

FINAL LABOR AGREEMENT

Between

CITY OF SHEBOYGAN

-and-

**AMALGAMATED
TRANSIT UNION**

Local 998

January 1, 2023

to

December 31, 2025

Resolution XX-XX-XX approved by the Sheboygan Transit Commission on January 16, 2024 and the Sheboygan Common Council on February 5, 2024 authorizes appropriate City officials to sign the final offer reached by the City of Sheboygan and the Amalgamated Transit Union, Local 998. The final agreement with agreed upon terms are incorporated within this labor agreement.

Table of Contents

Agreement	4
Witnesseth	4
Article I – Condition & Duration.....	4
Article II – Recognition & Scope.....	4
Sole Representative, Bargaining, Pay/Negotiations, and Negotiating Committee	
Article III – Check Off & Union Security.....	5
Employee Deductions, Check-Off Authorization, Member in Good Standing	
Article IV – Union Activity	6
Union Bulletin Board, Business on City Time, Representation and Work Done by Supervisors	
Article V – Management Rights	6
Reasonable Work Rules, Changes to Work Rules, Right to Operate and Manage, Layoffs, Management of Buses, Phone Service, Overtime Assignment, Contract for Employees	
Article VI – Grievance Procedure	8
Definition, Procedure and Steps, Time Limits, Limitations, Vehicle Tracking, Resolved Grievances	
Article VII – Arbitration Procedure.....	10
Article VIII – Hiring Practices & Seniority.....	11
Classifications, Job Postings, Benefit Levels, Health/Fitness Standards, Layoffs, Probation, Termination of Seniority, and Job Vacancies	
Article IX – Working Conditions & Hours.....	15
Absence from Work, Bathroom Use, Fill-In Dispatch Capacity, Garage Employees, Extra Board Pick, Picking/Selection, Re-Pick, Seniority, Normal Work Week and Spread of Duty	
Article X – Overtime.....	19
Plus Hours, Comp Time, Duplication of Pay, Overtime Denial	
Article XI – Call-In & Reporting Pay.....	20
Call to Work Minimum Pay, Emergency Response, Assign Any Work and Use of Floating Holiday	
Article XII – Leaves	20
Commercial Driver’s License Leave, Elected to Office, Military, General Leaves of Absence, Failure to Return from Leave and Unpaid Time Off Request	

Article XII – Safety	21
Accident Review Board, Review Limits, Meetings, Convicted Other Party, Right to State Case	
Article XIV – Vacation	22
Promotion to Full-Time, Military Service, Prorated Part-Time, Pay, Selection, Unscheduled	
Article XV – Holidays	25
Eligibility, Floating Holidays, Paid Holidays, Pay, and Snow Emergency	
Article XVI – Transportation	26
Employee/Dependent Bus Pass	
Article XVII – Sick, Accident Benefits, & Health Insurance	26
Health and Dental Insurance, Flexible Spending, Premium Contributions, Retiree Health Insurance, Letter of Intent, Sick and Accident Insurance	
Article XVIII – Life Insurance	30
Article XIX – Wisconsin Retirement Plan	30
Article XX – Clothing Allowance & Tool Allowance	31
Article XXI – Bereavement Pay	32
Article XXII – Jury Duty	33
Article XXIII – General Commitment of Union	33
Strike, Work Slowdown, Comply with Rules, Prohibited Acts, Prevent Injury	
Article XXIV – Base Pay	34
Longevity Pay, Pay Scales, Training Pay, Probation	
Article XXV – Miscellaneous	36
Flexible Spending Account, Authorized Official’s Signatures	
Addendum A	37

1 **AGREEMENT**

2 This Agreement made and entered into at Sheboygan, Wisconsin by and between the City of
3 Sheboygan as municipal employer herein after referred to as the Employer or City, and Local 998
4 of the Amalgamated Transit Union herein after referred to as Union.

5
6 **WITNESSETH:**

7 WHEREAS, Both of the parties to this Agreement are desirous of reaching an amicable
8 understanding with respect to the employer-employee relationship which exists between them
9 and to enter into a complete Agreement covering rates of pay, hours of work, and conditions of
10 employment; and

11
12 WHEREAS, The parties do hereby acknowledge that this Agreement is the result of the unlimited
13 right and opportunity afforded to each of the parties to make any and all demands and proposals
14 with respect to the subject of rates of pay, hours of work, and conditions of employment, and
15 incidental matters respecting thereto; and,

16
17 WHEREAS, it is intended by the provisions of the Agreement that there be no abrogation of the
18 duties, obligations, or responsibilities of any agency or department of City government which is
19 now expressly provided for respectively by: Federal laws and regulations, State statutes, charter
20 ordinances, and ordinances of the City of Sheboygan except as expressly limited herein; and,

21
22 WHEREAS, the welfare of the members of the Union is dependent upon the continued efficient
23 operation of the bus lines.

24
25 NOW THEREFORE, in consideration of the mutual conveniences herein set forth, it is mutually
26 agreed as follows:

27
28 **ARTICLE I -- CONDITION AND DURATION**

29 **Section 1.**

30 This agreement reached as a result of collective bargaining represents the full and complete
31 agreement between the parties and supersedes all previous agreements between the parties. It is
32 agreed that all matters relating to the current contract term, whether or not referred to in this
33 agreement, shall not be open for negotiations. The parties acknowledge that during the
34 negotiations which resulted in this agreement, each had the unlimited right and opportunity to
35 make demands and proposals with respect to any subject as provided by Wisconsin Statute
36 111.70 and the agreements arrived at by the parties after the exercise of that right and
37 opportunity are set forth in this Agreement.

38
39 This agreement shall be effective upon execution to be not later than the (10) days after
40 ratification by both parties, and shall remain in full force and effect from January 1st, 2023 until its
41 expiration date December 31, 2025.

42
43 **ARTICLE II -- RECOGNITION AND SCOPE**

44 **Section 1.**

45 Local 998 of the Amalgamated Transit Union shall be the sole representative for collective
46 bargaining of all the City's bus operating and maintenance employees who have completed 30

47 days of their probationary period and whose occupations are listed in the wage schedules
48 attached to this Agreement.
49 The Union agrees that it will not include or retain as members supervisory, professional or clerical
50 employees. Supervisory employees are recognized to be;
51 A. Those who have the right to employ and discharge or whose recommendation is relied
52 upon by a superior in employing or discharging.
53 B. Those who assign.
54 C. Those that administer discipline or recommend administering discipline.
55

56 All benefit provisions of this agreement apply only to regular full-time employees as defined
57 unless expressly provided otherwise.
58

59 Except as otherwise noted, all non-benefit sections of the current labor agreement will apply to
60 any para-transit operators who may be hired by the City of Sheboygan.
61

62 **Section 2.**

63 The names of the duly chosen representatives of the bargaining unit and negotiating committee
64 shall be submitted to the proper City officials. The negotiating committee shall consist of no
65 more than five (5) representatives.
66

67 Reasonable attempts shall be made to conduct negotiations outside of the regularly scheduled
68 work hours of designated Union representatives insofar as is practicable. When negotiations are
69 conducted during the regularly scheduled work hours of the members of the Union's negotiating
70 committee, the parties shall alternate responsibility (starting with the Employer) for paying an
71 amount representing what the employees would have earned during their regularly scheduled
72 work hours for that period of time such Union representatives are present at such meetings,
73 including a reasonable period of time occasioned by their leaving and returning to their place of
74 employment, not to exceed four (4) such representatives when it is the City's turn. When
75 negotiations are scheduled, Union committee members will not be required to work unless
76 otherwise agreed to, irrespective of whether their regular work hours may be different or
77 otherwise not concurrent with the negotiations.
78

79 **ARTICLE III -- CHECK OFF & UNION SECURITY**

80 **Section 1.**

81 The employer agrees to deduct each month from the wages of each employee who signs a check-
82 off authorization and assignment, the amount of his current monthly Union dues set forth by the
83 By-Laws of the Union and twice a month, as close as possible to the 15th (fifteenth) and 30th
84 (thirtieth) of each month remit the total of such deductions, together with a list of deductions to
85 the Financial Secretary of the Union. It is understood that such check-off authorizations are
86 revocable in the manner stipulated therein. A copy of such check-off authorization is attached
87 hereto marked Exhibit "A", and is part of this Agreement (see Addendum #1). Union dues will be
88 deducted bi-weekly.
89

90 The City agrees to also deduct, at the employee's written request, initiation fees, Committee on
91 Political Education (COPE) and group auto insurance premiums. All deductions are to be taken as
92 a single Union deduction and separated at the Union office when submitted. Changes in the
93 amount to be deducted shall be by written notification from the employee to the Finance
94 Department at least 60 days before the effective date of any change.

95 **Section 2.**
96 The Union accepts full responsibility for obtaining check-off authorizations from its members and
97 delivering such authorizations to the Employer. Check-off authorizations must be delivered
98 fifteen (15) days before the dues payday of the month. It is understood that payroll deductions
99 made under this arrangement will be one (1) month in advance.

100
101 **Section 3.**
102 All employees must become members of Local Union ATU 998 after thirty (30) days of
103 employment and shall remain members in continuous good standing in the Union as a condition
104 of continued employment with the City provided, however, that such condition of employment
105 shall not apply with respect to employees to whom membership is not available upon the same
106 terms and conditions as are generally applicable to any other member or with respect to
107 employees to whom membership was or is denied or terminated for any reason other than the
108 failure of the employee to tender the periodic dues, initiation fees and assessments uniformly
109 required as a condition of acquiring or retaining membership.

110
111 **ARTICLE IV -- UNION ACTIVITY**

112 **Section 1.**
113 The City agrees to provide space for a Union bulletin board. No materials shall be posted thereon
114 except notices of Union meetings, information regarding Union business, and social affairs.
115 Notices or announcements shall not contain anything political or anything reflecting adversely
116 upon the City, any of its employees, or any labor organization among its employees; and no
117 material, notices, or announcements which violate the provisions of this section shall be posted.
118 Any Union authorized violations of this section shall entitle the City to cancel immediately the
119 provisions of this section. Locked case to be paid for and provided by the Union.

120
121 **Section 2.**
122 No Union member or officer shall conduct any Union business on City time except as expressly
123 provided in this Agreement. No Union meetings shall be held on City time or property.

124
125 **Section 3.**
126 No Union member shall be denied union representation.
127
128 Management agrees that it will not assign bargaining unit work to supervisory employees that
129 would exceed twenty percent 20% of their time. Said bargaining unit work will primarily be in the
130 areas of training and instructing employees, performing work in emergencies or due to
131 extenuating circumstances, and filling in for absences when other qualified employees are not
132 readily available.

133
134 **ARTICLE V --MANAGEMENT RIGHTS**

135 **Section 1.**
136 The Union recognizes the prerogative of the City to operate and manage its affairs in all respects
137 in accordance with its responsibilities, and the powers or authority which the City has not officially
138 abridged, delegated, or modified by this Agreement are retained by the City. The Union
139 recognizes the exclusive. right of the City to establish reasonable work rules. The Manager will
140 notify the Union President of any new or changed work rule that affects working conditions
141 before it is posted.

143 All new employees shall be furnished with a copy of the present rules and regulations upon
144 employment.

145
146 Any proposed change in the rules and regulations shall be posted on the bulletin board of the
147 Shoreline Metro System one calendar week before the effective date of the rule.

148
149 The reasonableness of any rule or regulation shall not be challenged unless a conference is asked
150 within one calendar week of the time it is posted on the bulletin board of the Shoreline Metro
151 System.

152
153 The City agrees to supply a copy of the contract to each new employee upon hire. The cost of
154 printing copies of the labor agreement shall be shared equally between Union and Management.

155
156 **Section 2.**

157 The City has the right to schedule overtime as required.

158
159 Extra unscheduled transportation work will be offered first to part-time drivers with less than 40
160 hours scheduled for the week, before being offered to full-time drivers.

161
162 When circumstances create an opening on any run, such as sudden illness or injury, if no extra
163 board operator is available, said position shall be filled on a rotating seniority basis from the list
164 of those available tripper drivers who have demonstrated interest in such work.

165
166 All over-time will be offered by seniority with full-time drivers getting preference. It shall be first
167 rotated completely through the full-time seniority list. If no worker is found, the overtime will
168 then be rotated through the part-time seniority list.

169
170 Office personnel will leave a message on an answering machine if there is one - the message
171 being that the operator is considered unavailable if they do not answer. All personnel are required
172 to have operating phone service.

173
174 The rotation will begin with the person immediately below the last full-time worker to work
175 overtime and who indicated their interest to work overtime at the time of the quarterly
176 assignment pick. The City shall maintain a quarterly sign up list for those requesting to work
177 overtime.

178
179 Employees who are excused for good cause (e.g., sickness, injury, or verifiable appointments), or
180 are unavailable for overtime or extra work shall be skipped until their next turn in rotation.

181 Skipped turns are treated as though worked and will not be made up.

182
183 **Section 3.**

184 The City reserves the right to layoff for lack of work or funds, or the occurrence of conditions
185 beyond the control of the City or where such continuation of work would be wasteful and
186 unproductive. The City shall have the right to determine reasonable schedules of work and to
187 establish the methods and processes by which such work is performed including contracting for
188 matters relating to municipal operations. The right of contracting or subcontracting is vested in
189 the City.

190

191 **Section 4.**
192 The management and operation of the buses including, but not limited to, the direction of all
193 employees, the determination of necessary minimum qualifications for any job, the appraisal of
194 the qualifications of any individuals for a particular job, and the establishment of hours to be
195 worked are reserved by and shall be vested exclusively in the City.
196

197 **Section 5.**
198 The City may utilize personnel provided under grants, juvenile restitution programs, and welfare
199 programs to perform temporary, seasonal work and clean up and repair vandalism.
200

201 **ARTICLE VI -- GRIEVANCE PROCEDURE**

202 **Section 1.**
203 A grievance under this Agreement is a written complaint arising under and during the term of this
204 Agreement filed by either an authorized representative of, or an employee in, the bargaining unit
205 involving the interpretation or application of express provisions of this Agreement. The parties,
206 recognizing that an orderly grievance procedure is desirable, agree that each step must be
207 adhered to as set forth herein or the grievance is forfeited. The time limits set forth in this Article
208 shall exclude Saturdays, Sundays and Holidays. During the first thirty (30) days of probation, the
209 employees shall not have access to the grievance procedure. During the remaining sixty (60)
210 days, employees shall have access to the first two (2) steps of the grievance procedure. At no
211 time during the ninety (90) day probationary period shall the employee have access to the
212 arbitration procedure.
213

214 All grievances must be filed within seven (7) working days after occurrence of the circumstances
215 giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance
216 shall be deemed to exist.
217

218 Any grievance involving discharge shall be initiated in writing by the employee/union, at Step 2 of
219 the grievance procedure within seven (7) working days of the discharge.
220

221 **Section 2.**
222 Any employee having a complaint shall first take up the matter with his immediate supervisor. If
223 no satisfactory answer or disposition is received within seven (7) working days, the complaint shall
224 be processed as follows:
225

226 Step 1: The complaint shall be written and submitted to the supervisor within 7 working
227 days. The supervisor shall, within 7 working days of receiving the complaint, record
228 his/her disposition.
229

230 Step 2: Failing to resolve the grievance in the first step, the steward shall within seven (7)
231 working days of receipt of the supervisor's disposition present an appeal in writing and
232 take up the matter with the department manager or his designated representative. The
233 manager or his designated representative shall, within seven (7) working days of receipt
234 of the grievance, record his disposition.
235

236 Step 3: Failing to resolve the grievance in the second step, the steward shall within seven
237 (7) working days of receipt of the department manager's disposition present an appeal in
238 writing and take up the matter with the Human Resources Director or his/her designated

239 representative. The Director or his designated representative shall, within seven (7)
240 working days of receipt of the grievance, record his disposition. If the parties in this step
241 are unable to resolve the grievance the matter may be submitted to arbitration within
242 fifteen (15) days as herein after provided for in this Agreement.
243

244 **Section 3.**

245 Any and all grievances resolved at any step of the grievance procedure as contained in this
246 Agreement shall be final and binding on the City, the Union, and any and all unit employees
247 involved in the particular grievance.
248

249 **Section 4.**

250 The City shall not be required to pay back wages for periods prior to the time a written grievance
251 is filed; provided, that in the case of a pay shortage, of which the employee had not been aware
252 before receiving his pay, any adjustments made shall be retroactive to the beginning of this pay
253 period providing the employee files his grievance within seven (7) working days after receipt of
254 such pay.
255

256 **Section 5.**

257 All claims for back wages shall be limited to the amount of wages that the employee would
258 otherwise have earned, less any unemployment compensation or compensation for extraordinary
259 personal services that he/she has received during the back pay period.
260

261 **Section 6.**

262 The right to discipline belongs to and rests exclusively with the City. Nevertheless, any employee
263 covered by this Agreement shall have the right to be heard by the proper officials of the City and
264 to produce witnesses or officers of the Union in his/her behalf as to the truth of the charges
265 preferred against him/her; and finally, if the charges are not sustained, shall have his/her record
266 cleared of such charges and in the case of any loss of wages shall receive reimbursement for such
267 loss. Discipline which involves the discharge or suspension of an employee for more than one (1)
268 day may be submitted to arbitration in accordance with Article VII. If any discipline beyond a one
269 (1) day suspension is arbitrated according to this Agreement, the arbitrator shall be empowered
270 to consider the previous one (1) day suspension. Said appeal to arbitration shall be made within
271 fifteen (15) days of said suspension or discharge.
272

273 Charges against any employee shall be specific and shall be called to the employee's attention
274 within five (5) working days after notice of the alleged offense has been brought to the attention
275 of the department head concerned whenever possible.
276

277 No discipline by suspension shall be administered to any member who will impair his seniority
278 rights.
279

280 Electronic vehicle tracking/surveillance equipment will not be the sole source of disciplinary
281 action.
282

283 Audio and/or video shall be heard/viewed when an incident(s) (public complaint, accident,
284 passenger incident, driver (Union) need of documentation) occurs. The time(s) of above said
285 utilization shall be limited to the time(s) of alleged incident (plus or minus 30 minutes).
286

287 **ARTICLE VII -- ARBITRATION PROCEDURE**

288 **Section 1.**

289 Arbitration may be resorted to in the event of failure to meet a mutually satisfactory adjustment
290 of any grievance relating to interpretation, application, or enforcement of the provisions of this
291 Agreement; except, however, that the following situations shall not be submitted nor subject to
292 arbitration;

- 293 1. Any Pension matter.
294 2. Provisions of this Agreement which relate to or in any manner affect the obligations
295 of the City as expressed or intended by provisions of the Wisconsin Statutes or City
296 ordinances.
297 3. The statutory or charter obligations which by law devolve upon the Common Council.
298 4. Elimination or discontinuance of any job.
299 5. Discipline and/or termination of any probationary employee.

300

301 **Section 2.**

302 The Arbitration Board shall consist of three (3) persons, one (1) to be chosen by the City, one (1)
303 to be chosen by the Union, and the two thus selected shall meet to select a third. In the event
304 they have not agreed upon such third arbitrator within fifteen (15) days after their appointment,
305 the Federal Mediation and Conciliation Board shall be asked to submit a panel of five (5)
306 arbitrators. The Union shall have the right to strike one (1) name from the panel, then the City,
307 each in alternate strikes with the remaining one (1) person becoming the Chairman of the
308 Arbitration Board.

309

310 **Section 3.**

311 During the arbitration appeal procedure, there shall be no strike, work stoppage, slowdown, or
312 lockout. Either party desiring to arbitrate any case must notify the other party in writing and the
313 failure of either party to appoint its arbitrator within seven (7) working days after the receipt of
314 such notice shall forfeit its case.

315

316 **Section 4.**

317 The arbitrators shall have initial authority to determine whether or not the dispute is arbitrable
318 under the express terms of this Agreement. Once it is determined that the dispute is arbitrable,
319 the arbitrators shall proceed in accordance with this article to determine the merits of the dispute
320 submitted to arbitration.

321

322 **Section 5.**

323 The arbitrators shall neither add to, detract from, or modify the language of this Agreement in
324 arriving at a determination of any issue presented to them for arbitration within the limitations
325 expressed herein. The arbitrators shall have no authority to grant wage increases or wage
326 decreases. The arbitrators shall expressly confine themselves to the precise issue submitted for
327 arbitration and shall have no authority to determine any other issues not so submitted to them, or
328 to submit observations or declarations of opinion which are not directly essential in reaching the
329 determination.

330

331 **Section 6.**

332 The arbitration award shall be reduced to writing within forty-five (45) days after the hearing
333 unless otherwise mutually agreed upon by the parties. The decision of the arbitrator shall be final
334 and binding on the City, the Union, and the employee.

335 **Section 7.**
336 Each party shall share the expenses of its own arbitrator and all expenses incurred in connection
337 with the preparation and presentation of its own case. Any joint expenses including expenses of
338 the third arbitrator incurred in conducting the arbitration shall be jointly shared.
339

340 **ARTICLE VIII -- HIRING PRACTICES AND SENIORITY**

341 **Section 1.**

342 For the sake of benefit distribution there shall be three (3) employment classifications. No
343 operator shall be purposely limited in hours as a means of circumventing the payment of benefits
344 per these classifications.
345

346 The five (5) classifications shall be as follows:

- 347 A. **Class A (full-time) employees** -- shall mean a regular employee who is employed on a
348 year round basis where employment is on a full shift basis and who has satisfactorily
349 completed his/her probationary period. Full-time operators are required to pick regular
350 city runs during the school year and participate in the full-time pick during the summer.
351
- 352 B. **Class B employees** -- shall be all employees who are not qualified to move to full-time
353 benefit status who work an average of 20 hours per week or more. Such employees shall
354 be eligible for prorated benefits as specified in this agreement including the option of
355 partial payment by the employer of a given percentage of the lowest cost health plan as
356 specified in the state health plan currently in place. That health insurance payment for
357 Class B employees shall be further differentiated based on average hours per Article XVII,
358 Sec.4.
359
- 360 C. **Class C employees** -- shall be all employees who average less than 20 hours per week.
361 Such employees shall receive some prorated benefits as specified in this agreement.
362
- 363 D. **Class D (full-time) employees** – shall mean a regular Metro Connection employee who
364 is employed on a year round basis where employment is on a full shift basis and who has
365 satisfactorily completed his/her probationary period.
366
- 367 E. **Class E employees** – shall be part-time Metro Connection employees who are not
368 qualified to move to full-time benefit status.
369

370 Employees in the Collective Bargaining Unit who do not average 700 hours per year, based on the
371 previous year's calculations as defined in Article XIV, Section 4 will not be entitled to holiday pay,
372 vacation pay, medical and dental insurance, short term disability, retiree insurance credit
373 allowance.
374

375 (It is agreed that the part-time employee to full-time employee ratio shall be no greater than 1.75
376 to 1.)
377

378 **Section 2.**

- 379 A. All new employees shall serve a probationary period of ninety (90) days uninterrupted by
380 any type of service break, during which time they will be termed "Probationary
381 Employees". By mutual agreement between the City and the Union, the probationary
382 period can be extended for an additional thirty (30) day period. The probationary period

383 for all new employees covered under this agreement shall begin on the first day of
384 employment.

385
386 If Shoreline Metro rehires a Shoreline Metro retiree within 180 days of his/her retirement,
387 the rehired retiree will be paid at the same grade and step in effect on date of his/her
388 retirement.

389
390 Part-time employees who become full-time employees shall serve an additional 30-day
391 probationary period after being made full-time. In the event that a part-time employee
392 goes to a full-time job and fails to pass the additional 30-day probationary period, the
393 employee may return to his/her part-time job without loss of seniority or benefits.

394
395 B. Probationary employee's service with the Employer may be terminated at any time by the
396 Employer and no such matter shall be the subject of arbitration.

397
398 C. During the probationary period an employee shall not be eligible for employee benefits
399 unless expressly provided otherwise in this Agreement.

400
401 D. After an employee has satisfactorily completed his probationary period, he shall not have
402 his qualifications for the particular position which he holds questioned without cause.
403 However, this provision shall not apply in the event the bonding company refuses or
404 cancels the surety bond covering an employee or in the event the employee's commercial
405 driver's license is revoked, nor shall it apply in the event an employee has been convicted
406 of larceny or other statutory or criminal offense, and no such matter shall be the subject
407 of arbitration.

408
409 E. Employees who are transferred or promoted to any other position with the company not
410 covered by this agreement shall automatically be dropped from their respective seniority
411 lists at the end of six (6) months from the date of transfer.

412
413 **Section 3.**

414 When new employees are to be hired in any group under the jurisdiction of the Union, regular
415 employees from any of these groups who have been laid off due to lack of work within the
416 previous twenty-four (24) months shall be given preference over outside applicants if they are
417 qualified for the position.

418
419 Nothing herein contained shall take away the City's recognized right to specify standards of
420 health and physical fitness required of its employees for the safe operation of its services to the
421 public or its right to require physical examinations from time to time in order to maintain such
422 standards.

423
424 When mutually agreed by Union and Management, preference for employment will be given to
425 existing or laid-off employees who cannot or could not perform his/her job due to disability.

426
427 **Section 4.**

428 When a job vacancy is to be filled or an opening is created by a new job, notice of such vacancy
429 or opening, with the job description and rate applicable thereto, will, within three (3) workdays
430 after such vacancy or opening occurs, be posted on the bulletin board of all Seniority Units for a

431 period of not less than ten (10) workdays; Saturdays, Sundays and holidays excluded. If a job
432 vacancy is not to be filled, a notice will, within three (3) workdays after such vacancy occurs, be
433 posted on the bulletin boards within the Seniority Unit affected, to the effect that the job is being
434 abandoned and the reason for such abandonment. Any employee desiring to bid on a posted job
435 must submit his/her bid in writing within said ten (10) workdays. It is understood that the City will
436 utilize a written test to determine an employee's qualifications for a posted job. Tests to
437 determine the qualifications for assignment to a posted job, and/or a trial period, shall be the
438 same for all employees and test results shall be made available to the employee involved and a
439 Union Executive Board member.

440
441 The bidder with the greatest company seniority (total length of service with the employer), who is
442 qualified, will be assigned to the job as soon as possible. At the discretion of management, ability
443 and merit being sufficient, seniority shall prevail in determining those eligible for a trial period.

444
445 Bid sheets will be posted on appropriate bulletin boards and when an employee turns in a bid
446 sheet the designated City employee will issue the employee a receipt for the bid sheet at that
447 time.

448
449 Job dispositions will be posted within seven (7) days (Saturdays, Sundays, and holidays excluded)
450 after the date that the bids are closed and/or test results are known if testing is needed.

451
452 The union will be furnished a copy of all jobs posted for bid.

453
454 Employees will not be encouraged or discouraged in bidding or not bidding on a job by any
455 representative of the Employer or Union.

456
457 In the event that the successful bidder for a job is required to transfer from one seniority unit or
458 job classification to another, he/she will be placed on the bottom of the seniority list of the
459 department transferring to for picking vacation, vacation days, floating holidays, runs/shift
460 preferences, but shall have his/her full use of seniority (length of service with the employer) for
461 length of vacation and all other benefits.

462
463 Represented employees shall have the opportunity to demonstrate their interest in new or vacant
464 non-represented positions through use of a sign-up sheet.

465
466 Promotion to full-time status shall be made by seniority from a pool of qualified candidates
467 demonstrating their interest in the position by signing a posting on the Company bulletin board.
468 There will be individual postings for each available position. Such posting shall remain on the
469 board for a total of ten (10) working days.

470
471 All employees who work less than 500 actual hours according to previous year's calculations as
472 defined in Article XIV, Section 4 (approved leave counts towards hours worked) shall be credited
473 with one-half year of seniority for that calendar year for the purposes of promotion to full-time
474 status.

475
476 In order to qualify for such promotion a driver must have at least twelve (12) months of seniority
477 and must not have had more than 16 demerit points charged against his/her record in the last 18
478 months of active service, or 21 demerit points in the last 24 months of active service.

479 Demerit points shall be charged against a driver according to the following schedule:

- 480 - Preventable (5 points)
- 481 - Disciplinary Action:
 - 482 - 3 points Group 1 violations
 - 483 - 4 points Group 2 violations

484

485 The intent of the parties is that the above change is for promotion purposes only.

486

487

Section 5.

488 An employee's seniority and employment shall terminate if:

- 489 A. The employee quits, or
- 490 B. The employee is discharged, or
- 491 C. The employee fails to give notice of his intent to return to work within three (3) working
- 492 days and/or fails to report for work within ten (10) calendar days after issuance of the
- 493 Employer's notice of recall by certified mail to the last known address of such employee
- 494 as shown by the Employer's records. It shall be the responsibility of the employee to
- 495 provide the City with a current address, or
- 496 D. The employee is absent from work for three (3) consecutive working days without
- 497 advising the Employer of a reason acceptable to the Employer for such absence, or
- 498 E. The employee overstays a leave of absence without advising the Employer of a
- 499 reason acceptable to the Employer, or
- 500 F. The employee gives a false reason in requesting a leave of absence, or engages in other
- 501 employment during such leave of absence, or
- 502 G. A settlement with the employee has been made for total disability, or
- 503 H. The employee is retired, or
- 504 I. The employee is laid off or has not for any reason worked for the Employer, except in
- 505 cases of losing CDL as provided in Art. XII, for a continuous period exceeding the length
- 506 of his employment or twenty-four (24) calendar months, whichever occurs sooner, or
- 507 J. The employee willfully falsified any information on his/her application for employment, or
- 508 K. The employee participates in any strike, sit-down, stay-in, slowdown, curtailment of work,
- 509 restriction of projection, and interference with the operation of the municipality.

510

511

Section 6.

- 512 A. In case of layoff the following procedures shall apply:
 - 513 1) Probationary employees shall be laid off first.
 - 514 2) Part-time employees will be laid off before full-time employees and there will be
 - 515 no guarantees of filling vacant full-time positions.
 - 516 3) Further layoffs will be by seniority.
 - 517 4) This provision shall not apply to lay-offs of 3 weeks or less in duration caused by
 - 518 natural disasters and equipment breakdowns. The 3 week period may be
 - 519 extended by mutual agreement between union and management.
 - 520 5) The company will continue to provide intact insurance coverage for 30 days from
 - 521 the time of lay-off under the provisions of the labor agreement and according to
 - 522 the guidelines in the existing state insurance plan. After that 30 days if the
 - 523 employee is willing to pay the premium he/she may then choose to do so under
 - 524 provisions in existing state law. Such coverage will terminate when a laid-off
 - 525 employee is covered by a group plan of another employer or has coverage as a
 - 526 spouse or dependent.

- 527 6) Seniority in any classification shall continue until (but not exceed) the period of
528 time that the employee has been with the company or 24 calendar months,
529 whichever comes first.
530
- 531 B. Transfers to avoid lay-off shall take place under the following provisions:
532 1) Open positions will be posted;
533 2) Qualifications for the job must be met by the transferee;
534 3) In case of more than one qualified transferee meeting the qualifications,
535 seniority shall prevail.
536
- 537 C. Layoff and Recall: The City recognizes the principle of seniority for full-time employees
538 and regular part-time employees. In the event of layoff, seniority within each job
539 classification shall prevail; and in recall, the employees shall be returned to work in
540 reverse order in which they were laid off providing the employee is capable of performing
541 the job as it is then constituted can pass the regular pre-employment physical
542 examination, and has a valid Wisconsin commercial driver's license in good standing. No
543 new employee shall be hired until all furloughed employees in their respective
544 classifications and in accordance with their seniority shall have been notified by the City
545 of the vacancy by registered mail at the address as it appears on the City's records.
546
- 547 The furloughed employee shall be given ten (10) calendar days to return to work after
548 said notification provided, however, that the furloughed employee notifies the City in
549 writing postmarked within three (3) calendar days of the time of delivery of the
550 notification of his/her intent to return to work. The City shall send the Union a copy of all
551 such communications.
552
- 553 Failure to accept recall shall void further recall rights. Upon recall unused benefits are to
554 be reinstated equal to the level at time of lay-off if recalled to equivalent position. No
555 benefit service time added for lay-off period and no prior benefit service time lost due to
556 lay-off period.
557 In case of a reduction of a full time driver position, when a full time pick is not available,
558 the displaced full time driver shall have first pick of any part time driver assignment
559 regardless of seniority. Upon the availability of an open full time driver assignment, the
560 displaced driver shall have first pick of that open driver assignment.
561

562 **ARTICLE IX -- WORKING CONDITIONS & HOURS**

563 **Section 1.**

564 Employees off duty, due to illness or injury, shall notify the City official in charge before noon of
565 their desire to be marked on duty for the following day.
566

567 An employee who is to be absent from duty shall report the reason therefore to his/her
568 supervisor prior to the date of absence when possible but in no case less than two (2) hours prior
569 for shifts starting after 7:00AM and one (1) hour for shifts starting on or before 7:00AM. All
570 unauthorized and unreported absences shall be considered absence without leave and deduction
571 of pay shall be made for the period of absence. Such absence may be made the grounds for
572 disciplinary action.
573

574 It is the intent of the City of Sheboygan not to lay off Local 998, ATU, bargaining unit members
575 for the life of the agreement.

576
577 The normal work week for full-time driver positions will be 40 hours but this is not construed to
578 mean a guarantee of minimum hours of work or a limitation of the number of hours an employee
579 may be required to work. The City agrees to maximize the number of full-time driver positions
580 available to employees. For picking purposes only, full-time seniority shall begin with date the
581 employee becomes full-time.

582
583 The spread of duty of a regularly scheduled run shall not exceed a total of twelve (12) hours, and
584 the City agrees to make the schedule of runs as nearly satisfactory to the drivers as they
585 conveniently can without the creation of additional overtime. Wherever possible, shop runs (shop
586 runs are defined as those runs to industries and other organizations) and tripper runs are to be
587 combined to make regular runs.

588
589 Each full-time operator and regular part-time operator who is assigned a transit run shall be paid
590 15 minutes check-in time for each regular shift and a total of 30 minutes for each split shift for
591 taking a bus out of the garage. In addition, tripper drivers whose tripper runs exceed two hours
592 shall be paid 15 minute check-in time.

593
594 Upon notification to the company that a driver with a run (not extra board) is to be unavailable
595 for work for 30 days or more, the City will post a notice of re-pick, and where it will start from on
596 the seniority list. The re-pick will start 24 hours after the notice has been posted and each driver
597 will have a maximum of one (1) hour to complete their pick upon personal notification. If an
598 employee has been out on a leave at the time of a re-pick, his/her place will be skipped.

599
600 For a re-pick in which a driver is out for 30 days or more, the run thus open will be offered to the
601 next lowest senior driver and so on down the seniority list until the run is picked or has been
602 offered, but declined, by all remaining active drivers on the seniority list. Likewise, runs that
603 become open by virtue of the re-pick will also be offered to the next lowest senior driver from
604 that/those point(s) until picked or offered to all remaining active drivers on the seniority list in
605 seniority order. The re-pick concludes when an open run is picked by an extra board driver or has
606 been offered, but declined by all remaining active drivers on the seniority list.

607
608 The pick must be completed within three (3) days (excluding Saturdays, Sundays and national
609 holidays) from the start of the pick, that is, four (4) days (excluding Saturdays, Sundays and
610 national holidays) from receiving notification from the employee that he/she will be unavailable
611 for work. The work assignments thus selected in the re-pick will take effect on the first Sunday
612 after the re-pick is completed.

613
614 Upon notification of his/her return to work, the driver will take the pick they held at the beginning
615 of the general pick period. If the driver was passed over during the general pick, then he/she will
616 pick from any run that would have been available to him/her based on seniority at the time of the
617 general pick. Only the employee that loses their pick as a result of this return to work re-pick will
618 then have an opportunity to pick from the remaining runs that were open to them at the time of
619 the last general pick. Employees will not have the chance to switch routes when an employee
620 returns to work unless he/she has been bumped from their pick by a driver with more seniority.

621

622 No change in pick assignments on a re-pick unless mutually approved by the Union and the City.
623
624 This procedure does not apply when there are less than 15 days left in the driver assignment pick
625 period.
626
627 Said change or changes will remain in effect for the duration of the run pick or until the employee
628 who was out 30 days or more notifies the company in a timely fashion (allowing for the
629 notification of all parties involved) that they will return to work. At such time all runs shall revert
630 back to the original designations. No variations for individual employee situations shall be
631 allowed under this provision.
632
633 In so far as is practical, all operators shall be entitled to eight (8) hours off duty before being
634 subject to recall. This rule may be waived by any individual operator by written notice to the
635 manager.
636
637 Employee's seniority shall be determined by the length of his present continuous service.
638
639 A general selection of full-time runs shall take place approximately every three (3) months, or
640 when there is a major change of schedule, or at any other time by mutual agreement between the
641 Company and the Union. Runs selection will be based on seniority and held within their
642 respective occupational group. An extra board pick will be made after the full-time pick. Said
643 pick to be made by seniority.
644
645 A pick of Metro Connection runs shall be in concurrence with the General Pick of Shoreline Metro
646 runs. In the event a Metro Connection driver is out of work due to, but not limited to,
647 illness/injury, Metro Connection will hold a pick/return to work procedure in accordance with the
648 procedures set above for Shoreline Metro drivers.
649
650 The general selection will start ten (10) days after the notice and run schedule has been posted
651 for operator review. Each operator will have a maximum of one (1) hour to complete their pick
652 upon personal notification. Where attempts to contact an operator are unsuccessful for twenty-
653 four (24) hours, the operators personal notification shall be given to the union steward (or
654 designee in the union steward's absence) who will have a maximum of one (1) hour to complete
655 the pick for the absent operator.
656
657 When use of a bathroom is required by an operator in route the dispatcher is to be noticed by
658 radio immediately before leaving the coach and immediately upon returning to the coach.
659
660 If an operator or his family has been notified of contamination by head lice the company is to be
661 notified and the operator will be booked off and not allowed to return to work without
662 documentation that the operator has been inspected and found to not be contaminated by the
663 parasites. Written clearance can be from a doctor, the City Health Department, a hospital
664 emergency room or an emergency clinic. The employer will pick up actual costs of required
665 medical clearance if not already covered by insurance.
666 Drivers working in a fill-in dispatch capacity will be selected, assigned and paid as follows:
667
668 1. SELECTION. Interested drivers may sign up for the fill-in dispatch opportunity posting.
669 Those drivers qualified for fill-in dispatch opportunities after January 2007, will have a minimum

670 of one (1) year experience as a driver and no greater than three (3) demerits in the past twelve
671 (12) months as demerits are defined in Art. VIII, Sec. 4. Of those drivers so qualified, a selection
672 will be made by the Director after an interview of the qualified applicants.

673
674 Of those interviewed, selection will be based on the criteria of the applicant's dependability,
675 diplomacy, job knowledge, judgment, honesty, tact, self-confidence and work availability. If two
676 (2) or more candidates in all other aspects are substantially equal for selection purposes, seniority
677 will prevail in the determination of the candidate selected.

678
679 2. ASSIGNMENT. Full-time and part-time drivers trained for fill-in dispatch work will be
680 used on an availability basis. No hours are guaranteed to drivers as fill-in dispatchers on either a
681 daily or weekly basis.

682
683 3. PAY. Top driver rate with top longevity plus \$1.25/hour.

684
685 4. A list of fill-in dispatchers for Metro Connection will be compiled using the guidelines set
686 forth in the guidelines included above.

687

688 **Section 2. Garage Employees**

689 The mechanics' regular hours shall be consecutive. Regular shifts shall be Monday through
690 Friday. Saturdays shall be rotated. These shifts will be chosen by seniority. A pick for garage
691 shifts shall be held once a year in December for the following year, or when there is a vacancy.

692

693 Mechanics will receive a total of two (2) hours pay when on call Saturday PM. Mechanics will be
694 paid 1 hour 20 minutes when hours worked for the week are equal to or greater than 40 hours.
695 Mechanics will be paid two (2) hours when hours paid for the week are equal to 40 hours as a
696 result of vacation, holiday or other paid leave. Failure to respond while on call will negate this
697 provision and could result in disciplinary action.

698

699 Any employee temporarily transferred to a position paying a lower rate shall receive his regular
700 rate of pay while holding such position.

701

702 When employees are transferred from one occupation to another of one week or more because
703 of curtailment of work in their regular occupation, or if for other reasons transfers are made to
704 accommodate employees, such employees shall be paid the wage applicable to the new
705 occupation.

706

707 Employees returning to their former occupation after temporary transfer shall receive their former
708 rate of pay immediately. Anytime there is a shift change for the mechanics, there shall be a re-pick
709 for all mechanic shifts.

710

711 In the event there are more than three mechanics employed, the following language will apply. In
712 the event a mechanic is either off for 30 days or it is known that the mechanic will be off for more
713 than 30 days, there shall be a re-pick for mechanic shifts starting with the first person below the
714 mechanic to be off work.

715

716 1. PAY. Maintenance Foreman will receive 10% over top pay and top longevity.

717

718 **Section 3. Class D Employees**

719 Class D employees including fill-in dispatchers may be assigned other duties as necessary to
720 include, but not limited to, minor cleaning such as sweeping, packaging coins or folding
721 schedules (for example).
722

723 **Section 4. Parking Utility and Maintenance Agreement**

724 Mechanics shall retain first right-of-refusal on performing maintenance on Parking Utility vehicles
725 and equipment. Such work shall be charged to the Parking Utility. The Parking Utility shall
726 maintain the grounds and landscaping at the transit facilities. Such work shall be charged to
727 transit. All other transit related work performed by the Parking Utility shall be at the discretion
728 and approval of the Maintenance Foreman with all work being charged to transit.
729

730 **ARTICLE X -- OVERTIME**

731 **Section 1.**

732 Time and one-half will be paid in accordance with state and federal laws. Employees performing
733 work on Sundays when such day is not a regular work day shall be compensated for such work at
734 the rate of two (2) times their regular rate.
735

736 All holiday's count as time worked for overtime calculations. Floating holidays or all other paid
737 time off does not count as time worked for overtime calculations.
738

739 Call-in for Sunday work will be done by seniority in rotating order. Pay to be at 2 times
740 employee's hourly rate only when called in on Sunday for same day's work. If employee is not
741 available for any reason after the first call to the last phone number on record with the City,
742 employee's place in that rotation will be forfeited.
743

744 Employees performing work on specified holidays shall be compensated for such work at the rate
745 of two (2) times their regular rate plus holiday pay.
746

747 **Section 2.**

748 There shall be no duplication, pyramiding, or compounding of time paid; that is, no time on time,
749 nor time on time and one-half, nor time and one-half on time and one-half.
750

751 **Section 3.**

752 It is agreed policy of the parties hereto, that when it is necessary for the City to require overtime
753 to be worked because of absence, that the first opportunity for the overtime work shall be given
754 to employees in the same job title as that of the employee whose job is being filled. In the
755 interest of safety and good operation, however, the City may determine whether any individual
756 employee is eligible for additional overtime. If the City denies the employee the right to overtime
757 because of these reasons, the employee has the right to question the ruling as a grievance. If
758 requested to work overtime, an employee shall be expected to work unless he is excused for
759 good cause.
760

761 **Section 4.**

762 When a shop employee is requested or permitted to change his regular working hours, which will
763 change the starting and ending time, he or she will be expected to work a full shift before the
764 overtime rule shall apply.
765

766 **ARTICLE XI -- CALL-IN & REPORTING PAY**

767 **Section 1.**

768 Any employee called back to work after completing his/her scheduled hours of work or
769 permitted to come to work without having been notified that there will be no work, and who is
770 physically capable of performing his regular work, or the work assigned, shall receive a minimum
771 of two (2) hours work or pay at his regular hourly rate except in cases of labor disputes, acts of
772 God, unforeseen circumstances or conditions beyond the control of the City.

773

774 **Section 2.**

775 The City may assign employees to any work available during such two (2) hour period.

776

777 **Section 3.**

778 Employees are expected to respond to a call back to work under conditions of Management
779 declared emergency made known to the employee, provided the employee is given reasonable
780 notice.

781

782 Floating Holidays or any part thereof may be used at the employee's discretion when the
783 employee does not work due to a management-declared snow emergency or other emergency.

784

785 **ARTICLE XII -- LEAVES**

786 **Section 1. Military Leave**

787 All State or Federal laws pertaining to service in the Armed Forces by an employee on temporary
788 leave of absence for such military service is hereby made a part of this Agreement by reference.

789

790 All leaves of absence for military service will be without pay. No City payment of health insurance
791 premium, dental insurance premium, and short-term disability insurance premium will be made
792 for absences of thirty (30) consecutive days or more due to military service.

793

794 **Section 2. General Leaves of Absence**

795 A. (Restrictions on Granting.) Applications for leave of absence shall be made in writing.
796 Leaves of absence shall not be granted to any employee to accept another position or
797 engage in a business venture or to practice a profession or occupation. A leave of absence
798 which has been granted for any other reason shall automatically be terminated should it be
799 found that the employee on such leave has accepted another position or has engaged in a
800 full-time business venture, profession, or occupation. These restrictions shall not apply,
801 however, in any of the following situations:

802

- 803 1. If the employee affected has been elected to a full-time office in the service of the
804 City of Sheboygan, County of Sheboygan, State of Wisconsin, or United States.
- 805
- 806 2. If the employee is appointed or elected to a full-time position in the service of the
807 Amalgamated Transit Union or the AFL-CIO.
- 808
- 809 3. If the employee in question has been inducted into the Armed Forces of the United
810 States.
- 811
- 812 4. The City will provide training to those employees required to pass the Commercial
813 Driver's License exam. In the event an employee is not successful in passing the

814 Commercial Driver's License Exam, or loses the license, or loses a required license
815 endorsement, the employee will be placed on a leave of absence for a period of up to
816 sixty (60) calendar days and will be returned to his/her former position if the license is
817 obtained during that time. If after sixty (60) days the employee still does not have
818 their CDL, the leave of absence will continue for up to one (1) year or until the
819 endorsement is restored as a result of a legal appeal; however, the employee will
820 have to wait for the next available opening to return to their position. Leaves of
821 absence for CDL exceeding thirty days shall result in adjustment of the length of
822 service date beginning on the first day of the leave of absence.
823

824 5. When an employee requests an unpaid partial day, full day or multiple days off
825 because of an unforeseen urgent situation or personal emergency, the City will make
826 attempts to grant this request if said work assignment can be filled at straight rate
827 pay. Such an unpaid time off request will not be granted any sooner than five (5)
828 days prior to the beginning of the period requested off. Employees making such a
829 request must use benefit days if they hold more than five (5) unscheduled floating
830 holidays or any unscheduled vacations days at the time of the time-off request.
831

832 6. City shall adhere to all State/Federal laws concerning FMLA. Current forms agreed to
833 by the City and Union will be used. Any changes to this form shall be mutually
834 agreed to by the City/Union. Form to be attached to this contract as an exhibit.
835

836 B. Failure to return or revocation of leave. Failure to report at the expiration of a leave of
837 absence or if a leave has been disapproved or revoked shall be cause for separation from the
838 service unless a justifiable reason is submitted within ten days after said expiration,
839 disapproval or revocation, which is acceptable to the granting authority concerned.
840

841 **ARTICLE XIII -- SAFETY**

842 **Section 1.**

843 Safety meetings will be held by the employer periodically. They shall be posted at least 7 days in
844 advance. Each unexcused absence from more than two (2) properly posted safety meetings
845 within a twelve-month period can be counted as an unexcused absence.
846

847 **Section 2.**

848 Any accident in any way involving the operation of the City's buses, however apparently
849 insignificant, and all disturbances and ejections require immediate notification to dispatcher on
850 duty and shall be fully, properly, and completely documented by employees concerned upon
851 report blanks supplied by the City. Such reports shall be made and delivered during the day of
852 such accident or other occurrence, and shall be prepared in conformity with the rules. Employees
853 will be paid for accident and/or incident documentation provided reports are done at the police
854 station or transit office.
855

856 A. When accidents are deemed necessary for review, they shall be subject to an initial review by
857 the designated Safety Coordinator for Shoreline Metro and the Union Steward for
858 preventability and proper corrective action including coaching and discipline.
859

860 B. In the event the Safety Coordinator and Union Steward cannot agree on the preventability or
861 corrective action for a particular accident, the report shall be reviewed by an Accident Review

862 Board. The Accident Review Board shall consist of one (1) Shoreline Metro Supervisor, one (1)
863 Union Representative (other than the Union Steward) and the Director of Transit. The
864 Accident Review Board's decision shall remain final for both preventability and recommended
865 corrective action.

866 C. Accidents will be reviewed within the first thirty (30) calendar days of any given month, of
867 accidents that occurred in the previous month, in so far as practicable.

868
869 D. Drivers involved in an accident have the right to state their case (at their own expense) in
870 person on the first review. All photographs, reports, statements, etc. shall be provided to the
871 third party.

872
873 E. Accidents where the other party is convicted of a moving violation and the employee is not
874 at-fault, shall be classified non-preventable. Accidents where the employee is convicted of a
875 moving violation shall be preventable. Nothing contained in the above 2 paragraphs will
876 prevent the accident review committee from acting in a timely manner.

877

878 **ARTICLE XIV -- VACATION**

879 **Section 1.**

880 Anniversary date shall be used for determining vacations.

881

882 Full time employees to receive 40 hours of pay at their prevailing wage rate per week of vacation
883 earned.

884

885 Regular part-time and part-time employees shall receive vacation pay on a prorated basis after
886 qualifying for vacation benefits.

887

888 Part-time employees promoted to full-time status prior to October 1 of a calendar year shall
889 receive vacation as a full-time employee, less any vacation used.

890

891 **Section 2.**

892 Class A Employees:

893 Full-time vacation credit shall be applied on the following basis:

894

895 1 full year of continuous service = 80 hours

896 5 full years of continuous service = 120 hours

897 15 full years of continuous service = 160 hours

898 22 full years of continuous service = 168 hours (170 hours for 10-hour employees)

899 25 full years of continuous service = 200 hours

900

901 Class B/C Employees:

902 Regular part-time and part-time vacation credit shall be applied on the following basis:

903 1 year of continuous service = 40 hours

904 5 years of continuous service = 80 hours

905 10 years of continuous service = 120 hours

906 15 years of continuous service = 160 hours

907

908

909

910 Class D Employees:
911 Full-time vacation credit shall be applied on the following basis:

- 912
913 1 year of continuous service = 80 hours
914 5 years of continuous service = 120 hours
915

916 Class E Employees:
917 Not eligible for vacation.

918
919 Drivers must be employed by the City of Sheboygan on January 1st of the current year to be
920 eligible for vacation either as a payout or as earned time off to be used during the current year.
921 Vacation is use-or-lose and will not be permitted to be carried over from year to year.
922

- 923 1) For drivers that are employed by the City on January 1st of the current year and qualify to
924 receive vacation AND remain employed with the City during the duration of the current year will
925 be given an earned balance to be used during that calendar year.
926
927 2) For drivers that are employed by the City on January 1st of the current year and qualify to
928 receive vacation AND terminate employment with the City during the current year, a payout of
929 the earned vacation will be made to the driver minus any vacation already used up to the point
930 of termination. No additional vacation will be issued to any other drivers not receiving vacation
931 to replace the driver that has terminated employment.
932
933 3) For drivers that are employed by the City on January 1st of the current year and qualify to
934 receive vacation AND transfer employment from Metro Connection to any other area of
935 operations during the current year will receive vacation based on current contract language
936 minus any vacation already used when employed as a Metro Connection driver.
937
938 4) For employees transferring from other areas of operations to Metro Connection as a driver will
939 be permitted to use their vacation already earned as vacation as a Metro Connection driver
940 through the end of the current calendar year. If the driver remains employed on January 1st of
941 the next calendar year, he/she would be eligible for vacation under the first three points (if
942 qualified).
943

944 **Section 3.**

945 If a holiday falls during an employee's vacation period, he/she shall receive holiday pay in lieu of
946 using a vacation day. Said vacation day may be used at a later date.
947

948 **Section 4.**

949 The amount of vacation received per week of vacation shall be prorated according to the actual
950 time paid between October 1 of the year prior through September 30 of the current year for part-
951 time employees. Calculations would be used for the next calendar year.
952

953 **Section 5.**

954 Vacation shall be granted according to seniority each year in weekly periods mutually agreed
955 upon by the employee and Employer. Said vacation periods may be taken off at any time during
956 the entire calendar year. After the agreed upon time has been posted, the City shall not have the

957 right to change said time unless agreed to by the Union. A combination of vacation and holiday
958 for a full week will be considered a full week for vacation assignment purposes.
959 Each part time/full time employee entitled to vacation shall notify the City in writing prior to
960 December 1 of the year prior of his/her vacation period request, and the City shall respond prior
961 to December 15. If more part time/full time employees have timely requested vacation during a
962 specific period than can be granted, the part time/full time employees with the most seniority
963 shall have preference. Those part time/full time employees who have timely requested their
964 vacation and have all or part of it denied shall have the opportunity to reapply prior to March 1,
965 still recognizing seniority. Those part time/full time employees who do not apply by February 1
966 deadline will have their requests granted on a first-come, first served basis after April 1. The City
967 agrees to make every reasonable effort to grant vacation times requested. The City, after making
968 any necessary adjustments to vacation requests, will issue the vacation schedule for all part
969 time/full time employees by March 15. Approved vacation time off will not thereafter be canceled
970 or changed without consent of the part time/full time employee. Non-peak service weeks and
971 major holiday weeks with less need for drivers will generally allow for three (3) full-time and two
972 (2) part-time drivers off, or a total of five (5) drivers. Two (2) Class D drivers will be allowed off on
973 any given day, unless it would result in cancelling service, and more if the schedule allows.
974 Management shall allow more based on availability and service needs. School weeks will allow a
975 minimum of three (3) drivers off. No more than one (1) mechanic and one (1) hostler and one (1)
976 cleaner may be off on vacation at any one time. Management shall allow more based on
977 availability and maintenance needs.

978
979 Vacation may be taken as single days and they are not required to be taken as a full week, but
980 vacations thus taken will be given preference during the annual vacation pick by seniority after
981 full weeks have been assigned. After the single day vacation pick has been offered to the entire
982 seniority list, all remaining unused vacation days will be granted on a first come, first served basis.
983 On non-peak service weeks and major holiday weeks no more than five (5) drivers off for vacation
984 on any given day unless allowed based on availability and service needs. School weeks will allow
985 for a minimum of three (3) drivers off. Vacations may be taken as one-half (1/2) of a day (four [4]
986 hours full-time or one-half [1/2] pro-rated hours part-time). Maintenance staff may use vacation
987 in two (2) hour increments as staffing permits.

988

989 **Section 6.**

990 As a general principle, vacations must be taken in the year they are earned. In the event that
991 vacations are not scheduled by September 15, a posting will be made of the available vacation
992 times and those affected employees will select available vacation by seniority for all their
993 remaining vacation. Each employee shall have one working day (Monday through Friday) to pick
994 during the September vacation pick. All employees who have not selected vacation times by
995 October 15 will have their vacation assigned by Management. The City will respond to all vacation
996 requests within ten (10) calendar days.

997

998 **Section 7.**

999 Vacation will be paid at the current straight time rate in effect.

1000

1001 **Section 8.**

1002 The Manager may, where he deems that the circumstances warrant, allow employees to credit
1003 absences due to serious illness, National Guard, military reserve duty or leaves of absence to
1004 vacation time.

1005 **Section 9.**
1006 Employees who leave for military service or who leave employment under any circumstances shall
1007 be granted a prorated vacation allowance earned for the time put in during the year up to the
1008 time they leave for military service.

1009
1010 **Section 10.**
1011 Wages covering any part of the vacation period shall not be paid in advance. Such wages shall be
1012 paid on the regular payday.

1013
1014 **ARTICLE XV -- HOLIDAYS**

1015 **Section 1.**
1016 The following days shall be paid eight (8) hours at the straight time hourly rate and classified as
1017 paid holidays: New Year's Day, Memorial Day, Independence Day (observed), Labor Day,
1018 Thanksgiving, and Christmas Day.

1019
1020 When a designated paid holiday falls on the regularly scheduled work day of an employee with a
1021 ten (10) hour work assignment, that employee shall be paid ten (10) hours of holiday pay at the
1022 straight time hourly rate as long as all other conditions of Article XV have been met with respect
1023 to qualifying for holiday pay. When the designated paid holiday falls on the full time employee's
1024 regularly scheduled day off work, that employee will be paid eight (8) hours of holiday pay as
1025 long as all other conditions of Article XV have been met with respect to qualifying for holiday pay.
1026 When a part-time driver has been moved up to a full-time assignment by virtue of a re-pick as
1027 stated in Article IX, Section 1, Paragraph 6, that driver will be paid the amount of holiday hours
1028 that are equal to the run they have picked, or their prorated hours, whichever is greater.

1029
1030 These provisions only apply to Transit's six (6) designated holidays.

1031
1032 All part-time employees who have completed a full year of service shall be eligible for the above
1033 holidays on a prorated basis based on hours paid in the preceding calendar year.

1034
1035 **Section 2.**
1036 All eligible employees shall receive seven (7) floating holidays.

1037
1038 Floating Holidays requested during the vacation pick will be granted as are single vacation days.
1039

1040 Floating Holidays or any part thereof may be used at the employee's discretion when the
1041 employee does not work due to a management-declared snow emergency or other emergency.
1042 Payroll stubs will reflect floating holidays remaining in any calendar year. Up to three (3) floating
1043 holidays not used by the end of the calendar year shall be paid out to the employee the first full
1044 pay period of the following year. However, under no circumstances will floating holidays be
1045 carried over from year to year.

1046
1047 The employer will pay a full shift of work when the employee does not work as the result of a
1048 Management declared snow emergency or other emergency if the employee is already at work
1049 and if it is past check-in time. Employees thus paid may be required to perform other duties
1050 while on the clock.

1051
1052

1053 **Section 3.**
1054 Employees who work on any of the six paid observed Holidays (excluding floating Holidays) shall
1055 be paid at the rate of double time for all hours worked in addition to Holiday pay.

1056
1057 If New Year's Day, Independence Day, and/or Christmas Day fall on a Sunday, Monday will be the
1058 officially observed holiday. All work performed on that Monday shall be paid at double time.
1059 Service may be offered at a reduced level on these particular occasions.

1060
1061 **Section 4.**
1062 To be eligible for holiday pay, the full-time/part-time employee must work the Employer's
1063 regularly scheduled straight time work day prior to the Holiday, or have scheduled vacation prior
1064 to the Holiday, and work the Employer's regularly scheduled straight time work day subsequent
1065 to the Holiday or have scheduled vacation subsequent to the Holiday.

1066
1067 All employees who do not work the employer's regularly scheduled straight time work day prior
1068 to and subsequent to the holiday due to illness shall be considered eligible for holiday pay
1069 provided all of the following conditions are met:

- 1070 1. The employee is an eligible, active employee who has worked for the department
1071 within the past thirty days.
- 1072 2. The employee must be under the care of a physician for a non-occupational illness or
1073 injury. The City may require that the employee submit documentation from a
1074 physician certifying that the employee was unable to work on said day or days, or the
1075 City in lieu of said documentation may choose to visit the employee at his/her place
1076 of residence to verify his/her inability to work.
- 1077 3. The employee is not eligible for any other insurance, disability, or retirement benefits.
- 1078 4. The employee is otherwise eligible for and meets all the requirements for holiday pay
1079 pursuant to Article XV.

1080
1081 The above stated conditions for holiday pay when an employee does not work the days
1082 immediately preceding and following the holiday do not apply if in conflict with State or Federal
1083 law.

1084
1085 **ARTICLE XVI -- TRANSPORTATION**
1086 Free bus transportation will be provided upon request to all employees and to the dependents of
1087 full-time employees upon hire. Part-time employees who have completed one (1) year of service
1088 will be eligible for free bus transportation for dependents upon request. An employee pass will
1089 be provided upon request to employees who retire and the proper use of said pass shall be
1090 evaluated annually. This benefit shall be for the fixed route service only.
1091 Dependent passes to be honored for students enrolled in and attending high school through
1092 completion of high school regardless of age.

1093
1094 **ARTICLE XVII -- SICK & ACCIDENT BENEFITS & HEALTH INSURANCE**
1095 **Section 1.**
1096 Employee may purchase a Voluntary Short-Term Disability Plan through an employer sponsored
1097 Group Plan. See Addendum A.

1098
1099
1100

1101 **Section 2.**
1102 For each employee in the full time benefit classification, the employer will obtain, at company
1103 expense, a sickness and accident insurance (Addendum A).
1104

1105 **Section 3.**
1106 The City shall provide a group health insurance program available to eligible employees covered
1107 by this agreement.
1108

1109 The City shall provide a Flexible Spending Account (FSA). The FSA shall cover medical and child
1110 care expenses. The plan shall be subject to the limits and constraints set by the Federal
1111 Government (IRS).
1112

1113 Effective January 1, 2016, employees will be on the City's High Deductible Health Insurance Plan.
1114 The plan includes a Health Savings Account (HSA).
1115

1116 Effective January 1, 2023 the City agrees to contribute the same HSA amount to represented
1117 employees as it does for non-represented employees on the City's Health Plan.
1118

1119 All future opt-out incentives, spousal surcharges, premium contributions, etc. associated with the
1120 City's Health Insurance Plan is at the discretion of the City.
1121

1122 Plan details are available through the City's Human Resources Department.
1123

1124 **Section 4**
1125 **Part-Time Employees**

1126 A. Part time employees hired prior to 1/1/2014 may be eligible for health and dental insurance
1127 through this agreement. The following is a list of percent premium coverage, eligible employees
1128 and eligibility:
1129

1130 80% Premium Coverage – Class B

1131 Employees whose average hours per week (based on the previous year) are 30 hours or more and
1132 elect coverage.
1133

1134 70% Premium Coverage – Class B

1135 Employees whose average hours per week (based on the previous year) is 25 hours to under 30
1136 hours and elect coverage.
1137

1138 50% Premium Coverage – All Class B Employees

1139 Employees whose average hours per week (based on the previous year) are under 25 hours and
1140 elect coverage.
1141

1142 25% Premium Coverage – Class C

1143 Employees in this category that elect coverage.
1144

1145 B. Part time employees hired after 1/1/2014 may be eligible for health and dental insurance
1146 through this agreement after 1 year of continuous service. The following is a list of percent
1147 premium coverage, eligible employees and eligibility:
1148

1149 50% Premium Coverage – All Part-Time Employees
1150 Employees hired after 1/1/2014 who work between 20-39 hours per week will pay 50% of the
1151 monthly premium amount for medical and dental insurance, or the lowest amount in accordance
1152 with the Affordable Care Act with regards to the affordability with those work 30 hours or more
1153 per week.

1154
1155 Class B employees who miss one of the above classification cut offs by less than one hour will
1156 qualify to have their average weekly hours computed using only peak service weeks to determine
1157 classification. Peak service weeks are "School-year" weeks when all regularly scheduled trips are
1158 operated.

1159
1160 The City is self-insured for health insurance and agrees to comply with all State of Wisconsin
1161 insurance mandates.

1162
1163 All benefits shall be subject to the standard provisions set forth in the policy or policies, including
1164 "other coverage" and "subrogation" amendments. The City's obligation under this Agreement to
1165 provide insurance benefits to members of the Association cease when the member is laid off,
1166 discharged, or quits.

1167
1168 The City shall not be obligated to provide double coverage; and to escape such double payments,
1169 the City may be permitted to cancel benefits or policies which shall duplicate in whole or in part
1170 compulsory governmental insurance.

1171
1172 The City agrees that there will be a one-time open enrollment for medical and dental insurance as
1173 soon as possible after ratification. This open enrollment applies to all classifications of employees.
1174 The City notes that it remains true that employees may also opt to change from family to single at
1175 any time and that employees may initiate insurance coverage or opt to change from single to
1176 family coverage upon the occurrence of an event changing the employee's insurance status
1177 (example [by way of example, but not limited to example] spouse loses insurance coverage from
1178 spouse's employer due to a plant shutdown).

1179

1180 **Section 5.**

1181 **Retiree Health Insurance.**

- 1182 1) The term "retire" or "retirement" as used in this article shall mean the member must
1183 have reached retirement age as determined for annuity computation purposes and is
1184 receiving said annuity payments.
- 1185
- 1186 2) Retirees are part of the City health insurance group. Retirees shall have the same
1187 benefit level as active employees. Retirees' premium rates shall be the same as active
1188 employees. Employees hired on or after January 1, 2013: Upon retirement or other
1189 termination of employment will be eligible for 18 months of COBRA coverage.
- 1190
- 1191 3) An employee may select either a family or single plan at retirement. Said retiree shall
1192 be allowed to switch from single to family or from family to single as his/her personal
1193 circumstances change. The retiree must notify the City of a change at least thirty (30)
1194 days prior to implementation. This provision is subject to availability of this option by
1195 the City's carrier and that change from single to family is limited to one (1) per retiree

1196 and only in the event his/her spouse loses outside coverage. (See attached Letter of
1197 Intent)

- 1198
- 1199 4) A surviving spouse is eligible to remain in the City plan. A surviving spouse shall
1200 receive all retiree health insurance benefits and credits earned by his/her spouse
1201 (surviving spouse shall be treated as if he/she were the former employee).
1202
- 1203 5) Upon eligibility for Medicare, Medicare benefits will be integrated. The retiree
1204 premium rate will be reduced to reflect this integrated program.
1205
- 1206 6) A retiree shall be defined as any City employee who is eligible for, or is receiving,
1207 benefits from programs covered by Chapter 40 of the WI State Statutes. (See
1208 letter of Tentative Approval dated Nov. 27, 2001)
1209
- 1210 7) A surviving spouse of a deceased employee with fifteen (15) or more years of
1211 continuous service in the Transit Department may participate at his or her own
1212 expense in any City hospitalization plan covered by this Agreement provided he or
1213 she meets the following conditions:
1214 1. Marriage to the employee must have been for at least a five (5) year period.
1215 2. The surviving spouse remains unmarried.
1216 3. The surviving spouse is not eligible for other group insurance.
1217 4. The surviving spouse is not eligible for government-sponsored medical
1218 insurance.
1219
- 1220 8) Participation in the City's medical insurance program will be allowed for persons who
1221 are again employed by the City after their previous City service ended effective
1222 November 1, 2001. It is the policy of the City regarding retired employees returning
1223 to City employment in Local 998 such that those employees will have the same rights
1224 and premium arrangements as other active employees.
1225

1226 **Letter of Intent**

1227

1228 The following wording regarding the ability of a retired employee to change from a single plan to
1229 a family plan was placed in the contract January 1, 2001:

1230

1231 "An employee may select either a family or single plan at retirement. Said retiree shall be
1232 allowed to switch from single to family or from family to single as his/her personal
1233 circumstances change. The retiree must notify the City of a change at least thirty (30) days
1234 prior to implementation. This provision is subject to availability of this option by the City's
1235 carrier and that change from single to family is limited to one (1) per retiree and only in the
1236 event his/her spouse loses outside coverage."
1237

1238 This Letter of Intent is to clarify that wording.

- 1239
- 1240 **A.** This provision will take effect on January 1, 2001. As of that date, this wording shall cover
1241 all current retirees and future retirees.
- 1242 **B.** The option to change from a single to family plan can only be implemented once.

- 1243 C. If a retiree's spouse has a loss of outside medical coverage from his/her place of
1244 employment, the retiree can change his/her City plan from single to family.
1245
1246 1. The spouse can enter unconditionally upon completion of his/her COBRA rights
1247 with the previous employer, or
1248 2. The spouse may enter prior to the completion of COBRA with proof of
1249 insurability.
1250 3. Should a retiree marry, he/she can change from a single plan to family if:
1251 a. He/she has not already used the one-time single to family provisions
1252 previously.
1253 b. The spouse is not eligible for employer-sponsored health insurance.
1254 c. The spouse is not eligible for COBRA health insurance through a previous
1255 employer. (Unless he/she provides proof of insurability (see #C.2.).
1256

1257 D. Definitions.

- 1258
1259 1. **Loss of outside medical coverage of an employee's spouse:** Circumstance
1260 which leaves spouse without health insurance. Retirement, voluntary termination,
1261 involuntary termination, layoff are examples of loss of outside medical coverage.
1262 2. **COBRA.** The current law in effect which requires an employer to offer availability
1263 of continued medical insurance in their plan following discontinuation of
1264 employment.
1265 3. **Proof of insurability.** A medical examination to assure that there are not
1266 existing medical conditions that would be exorbitantly expensive to the City Plan.
1267

1268 **Section 6.**

1269 The City will provide a group dental program for eligible employees for which the employees will
1270 pay 15% of the premium per month for single and family coverage during the term of this
1271 agreement. The schedule of benefits shall follow the City's current dental plan.
1272

1273 **Section 7.**

1274 Health Insurance Portability and Accountability Act (HIPAA). As long as HIPAA remains in effect,
1275 the City shall not opt out of HIPAA.
1276

1277 The City will confer with the Union if there is a change under consideration. To clarify from last
1278 negotiations that the City will confer with the union if any change of network(s) is considered.
1279

1280 **ARTICLE XVIII -- LIFE INSURANCE**

1281 The City agrees to continue the present Wisconsin Employee Group Life Insurance Plan in
1282 accordance with the Wisconsin State Statutes or comparable coverage for eligible employees in
1283 the bargaining unit who have satisfactorily completed six (6) months service and who voluntarily
1284 choose to participate in said plan. In addition, full-time employees will have their group life
1285 insurance premium paid for by the City.
1286

1287 **ARTICLE XIX -- WISCONSIN RETIREMENT PLAN**

1288 **Section 1.**

1289 It is agreed that the City will contribute the statutory required amount to the Wisconsin
1290 Retirement Fund for all eligible employees covered by this agreement.

1291 Effective with the first full payroll in 2014, all employees agree to pay 5.9% of the employee's
1292 share of the contribution with the City agreeing to pay the remaining percentage of the
1293 employee's share and all of the City's share of the contribution.
1294

1295 Effective with the first full payroll in 2015, all employees agree to pay 100% of the employee's
1296 share (50% of the stated mandated rate).
1297

1298 **Section 2.**

1299 It is agreed that WRF contributions normally due to employees off of work while conducting
1300 union business, shall be made on their part by the Company and reimbursed by the Union as
1301 allowed under WRF policy. Time off for Union business for full-time employees will be counted
1302 as hours worked for the purpose of overtime. The Union agrees to reimburse the City for all lost
1303 wages, FICA and State pension including the scheduled overtime pay.
1304

1305 **ARTICLE XX -- CLOTHING ALLOWANCE AND TOOL ALLOWANCE**

1306 All Class A drivers shall receive \$260 per year in clothing allowance. All Class B part-time drivers,
1307 who have completed probation, shall receive \$220 per year. All Class C part-time drivers, who
1308 have completed probation, shall receive \$170 per year. Class D and E drivers do not receive a
1309 clothing allowance. New hires shall receive a prorated amount for the year of hire at the end of
1310 their probationary period. The clothing allowance year runs January 1 to December 31. All
1311 earned clothing allowances will be paid out in a lump sum on the first full payroll of the year.
1312 Employees that leave during the year will be required to pay back a percentage of the allowance
1313 based on hours paid. The City and its supplier will work to provide the availability and encourage
1314 the purchase of Union Made in the United States of America products whenever possible.
1315

1316 NEW EMPLOYEES

1317 Employees that begin employment or transfer from one area of operation to another will be credited
1318 with uniform, tool and/or shoe allowance once he/she has successfully completed training and the
1319 probationary period. This will be calculated based on weeks or months of service for the remainder of
1320 the year. For example, if an employee is hired in January and trains through the month of February and
1321 then completes the probationary period (fixed route – 90 days), the employee would be credited with
1322 beginning regular work on June 1. Therefore, the employee will receive 7/12 or 58.3% of the allowance
1323 to purchase uniforms, tools and/or shoes.
1324

1325 EMPLOYEES THAT TERMINATE EMPLOYMENT

1326 Employees will be required to pay back a prorated portion of these payouts when employment
1327 terminates with the City. This will be calculated based on weeks of service during the year in which
1328 employment terminates. Employees will be credited only for weeks or months worked and will be
1329 required to repay for time not worked in the calendar year. For example, if an employee terminates at
1330 the end of March, he/she will be credited with working 3/12 or 1/4 (25%). The employee will then be
1331 required to pay back 75% of the paid out uniform, tool and/or shoe allowance that was paid out at the
1332 beginning of the year.
1333

1334 Management will enforce a dress code, to include the type of uniform and shoes to be worn.
1335

1336 Optional Union patches or emblems will be allowed on the uniform.
1337

1338 Union-supplied Union labels to be put on the bus. Size and placement location to be approved
1339 by the City.
1340
1341 A Union-supplied locked and secured suggestion box will be allowed.
1342
1343 A form tree provided by the Union will be allowed to be put in the drivers' room under or near
1344 the bulletin board.
1345
1346 It is agreed that operators, after completing their probation period, will wear prescribed uniforms
1347 at all times while operating coaches. New employees are required to wear something close to
1348 required uniform. Required uniform is not enforced until completion of probationary period.
1349
1350 Uniform shall consist of jackets, slacks, sweaters, belts and shoes.
1351
1352 Drivers must wear a clean uniform and may not wear colored t-shirts or turtlenecks that show out
1353 under the uniform shirt or blouse.
1354
1355 If approved by management, either a maroon or dark blue button-down sweater, V-neck sweater,
1356 or vest will be allowed as part of the uniform.
1357
1358 Drivers may wear brown or black shoes or boots. Sandals, gym shoes and/or any other type of
1359 athletic shoe will NOT be worn as part of the uniform.
1360
1361 A management-approved dark blue baseball cap will be considered an optional part of the
1362 uniform. Said cap must be worn with the brim forward at all times.
1363
1364 Shirts without tails do not have to be tucked in.
1365 Uniforms shall not be worn off-duty.
1366
1367 Effective January 1, 2023, mechanics shall be paid \$600 per year for replacement or purchase of
1368 authorized tools. Part-time tool allowance to equal 50% of full-time mechanic. Mechanics and
1369 maintenance assistants shall be paid \$150 per year for steel-toed safety shoes/ boots or
1370 management approved seasonal jacket to be worn at work. All earned tool and safety shoe
1371 allowances will be paid out in a lump sum on the first full payroll of each year for the duration of
1372 this agreement.
1373
1374 **ARTICLE XXI -- BEREAVEMENT PAY**
1375 **Section 1.**
1376 When death occurs in an employee's immediate family, i.e., spouse, parent, parent of current
1377 spouse, child, brother or sister, legally adopted child, or dependent children of spouse residing in
1378 the employee's household, the employee, upon request, will be excused for three (3) consecutive
1379 scheduled work days, if scheduled, otherwise three (3) consecutive calendar days, to attend the
1380 funeral.
1381
1382 For death of a natural grandparent, grand-child, brother-in-law or sister-in-law, the employee,
1383 upon request, will be excused for one (1) day to attend the funeral.
1384
1385 Effective June 1, 1992 prorated bereavement pay shall be extended to Class B and C employees.

1386 Effective January 1, 2010, the bereavement benefit shall be extended to Class D employees by
1387 their respective classification to a total of two (2) days annually.

1388
1389 **Section 2.**

1390 An employee excused from work under this article shall, after making application, receive the
1391 amount of wages, exclusive of shift or any other premium, that he/she would have earned by
1392 working during straight time hours on such scheduled days of work for which he/she was
1393 excused. Time thus paid will not be counted as hours worked for purposes of overtime.

1394
1395 If a paid day of bereavement leave falls during an employee's vacation period, he/she shall
1396 receive bereavement pay in lieu of using a vacation day. Said vacation day may be used at a later
1397 date in the same year.

1398
1399 **ARTICLE XXII -- JURY DUTY**

1400 All classifications of employees who are subpoenaed and serve on jury duty or are absent due to
1401 a subpoena relating to Company business on any days which are scheduled work days for them
1402 shall be excused for the time spent in jury service and shall receive their regular rate of pay for
1403 said time served on jury duty, not to exceed twenty (20) days per calendar year, subject to the
1404 following provisions:

- 1405 A. The employee must present proof of jury duty service stating the dates and hours
1406 per day served on jury duty.
1407 B. The employee shall immediately endorse his/her check for such jury service over
1408 to the Finance Director/Treasurer for deposit into the proper fund.
1409 C. When the employee is excused from jury service, either temporarily or
1410 permanently, the employee shall report back to work within one (1) hour to
1411 complete his/her shift. The total of hours on jury duty and actually worked shall
1412 not exceed the number of hours in the employee's regularly scheduled shift.
1413 D. Time paid for jury duty shall be counted as hours worked for purposes of
1414 overtime.

1415
1416 **ARTICLE XXIII -- GENERAL COMMITMENT OF UNION**

1417 **Section 1.**

1418 It is agreed by the City and the Union that, in consideration of the mutual covenants herein
1419 contained, the members of the Union will be courteous to passengers and the general public at
1420 work at all times to the best interest of the City. They further agree that they will at all times
1421 comply with the rules of the Utility, Federal laws and regulations, State Laws, and City Ordinances,
1422 and use every effort to prevent injury to property and person of the City and the traveling public.

1423
1424 **Section 2.**

1425 The Union shall neither cause nor counsel its members, or any of them to strike, nor shall it in any
1426 manner cause them either directly or indirectly to commit any concerted acts of work stoppage,
1427 slowdown, or refusal to perform any customarily assigned duties for the Municipal Employer,
1428 namely the City. However, whether or not the Union is liable for such acts or actions, any
1429 employee who commits any of the acts prohibited in this section may be subject to the following
1430 penalties:

- 1431 A. Discharge as provided for by law.
1432 B. Other disciplinary action as may be applicable to such employee.

1433 C. Loss of all compensation, vacation benefits, and holiday pay as determined by the
1434 City.
1435 Upon notification in writing by the City to the Union that certain of its members are engaged in a
1436 wildcat strike, the Union shall immediately, in writing, order such members to return to work
1437 immediately, provide the City with a copy of such an order, and a responsible official of the Union
1438 shall publicly order them to return to work. Such characterization of the strike by the City shall
1439 not establish the nature of the strike. Such notification by the Union shall not constitute an
1440 admission by it that a wildcat strike is in progress or has taken place or that any particular
1441 member is or has engaged in a wildcat strike. The notification shall be made solely on the
1442 representations of the City. In the event that a wildcat strike occurs, the Union agrees to take all
1443 reasonable effective and affirmative action to secure the members return to work as promptly as
1444 possible. Failure of the Union to issue such order and/or take such action shall be considered in
1445 determining whether or not the Union caused or authorized, directly or indirectly, the strike.
1446

1447 **ARTICLE XXIV -- BASE PAY**

1448 **Section 1.**

1449 The pay scale of employees shall be on the basis of the hourly rates as prescribed herein for the
1450 respective positions.

1451
1452 For all new employees in all classifications, the rate during the probationary period shall be 100%
1453 of base rate.

1454
1455 Mechanics will be evaluated after six (6) months and either be retained as a mechanic or let go in
1456 the case of an incompetent new hire or transferred back to the earlier position in the case of a
1457 transferee.

1458

1459 **Section 2.**

1460 The department head must recommend in writing the advancement in salary of each employee in
1461 his department who has met the requirements for compensation advancement, the
1462 recommendation shall include a certification that the employee's service has been satisfactory in
1463 all respects for a minimum of two (2) months prior to the effective date of the recommended
1464 advancement in salary.

1465

1466 **Section 3.**

1467 Top base pay effective January **1, 2023** pay rates are as follows:

1468	Driver Class A/B/C	\$24.66
1469	Driver Class D/E	\$17.42
1470	Maintenance Foreman	\$35.09
1471	Mechanic	\$29.26
1472	Maintenance Assistant	\$21.42

1473

1474 Top base pay effective **January 1, 2024** pay rates are as follows:

1475	Driver Class A/B/C	\$25.52
1476	Driver Class D/E	\$18.38
1477	Maintenance Foreman	\$36.31
1478	Mechanic	\$30.28
1479	Maintenance Assistant	\$22.17

1480

1481 Top base pay effective **January 1, 2025** pay rates are as follows:
 1482 Driver Class A/B/C \$26.29
 1483 Driver Class D/E \$18.93
 1484 Maintenance Foreman \$37.40
 1485 Mechanic \$28.14
 1486 Maintenance Assistant \$22.83

1487
 1488 **Section 4.**

1489 A bus operator will receive an additional dollar (\$1.00) per hour for training new operators. The
 1490 company reserves the right to assign the training driver to any route for the purpose of training
 1491 new employees. No employee shall lose wages as part of this agreement.

1492
 1493 Effective January 1, 2014, all new employees hired shall receive a longevity bonus as follows:

- 1494
 1495 1. After 5 years of continuous employment a \$300 lump sum will be paid annually in
 1496 December of that year.
 1497 2. After 10 years of continuous employment a \$600 lump sum will be paid annually in
 1498 December of that year.
 1499
 1500 3. After 15 years of continuous employment a \$900 lump sum will be paid annually in
 1501 December of that year.
 1502
 1503 4. After 20 years of continuous employment a \$1,200 lump sum will be paid annually in
 1504 December of that year.
 1505

1506 Longevity payments will be credited based upon date of hire. Employees hired prior to January 1,
 1507 2014 will receive longevity based upon date of hire. Rates of pay will be as follows:

1508
 1509 **01/01/2023 – 4.0%**

	<u>UNDER 5 YRS</u>	<u>5 YRS</u>	<u>10 YRS</u>	<u>15 YRS</u>	<u>20 YRS</u>
1510 CLASS A/B/C DRIVER	24.66	25.27	25.89	26.50	26.87
1511 MECHANIC	29.26	30.00	30.73	31.46	31.90
1512 MAINTENANCE ASST.	21.42	21.96	22.49	23.03	23.35

	<u>BASE</u>	<u>HIRED BEFORE 7/1/21</u>
1513 CLASS D/E DRIVER	17.42	18.46

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 1518 **01/01/2024 – 3.5%**

	<u>UNDER 5 YRS</u>	<u>5 YRS</u>	<u>10 YRS</u>	<u>15 YRS</u>	<u>20 YRS</u>
1519 CLASS A/B/C DRIVER	25.52	26.16	26.80	27.44	27.82
1520 MECHANIC	30.28	31.04	31.80	32.56	33.01
1521 MAINTENANCE ASST.	22.17	22.72	23.28	23.83	24.16

	<u>BASE</u>	<u>HIRED BEFORE 7/1/21</u>
1522 CLASS D/E DRIVER*	18.38	19.48

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 1527 *Additional 2% increase for 2024
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1529	01/01/2025 – 3.0%					
1530		<u>UNDER 5 YRS</u>	<u>5 YRS</u>	<u>10 YRS</u>	<u>15 YRS</u>	<u>20 YRS</u>
1531	CLASS A/B/C DRIVER	26.29	26.95	27.60	28.26	28.65
1532	MECHANIC	31.19	31.97	32.75	33.53	34.00
1533	MAINTENANCE ASST.	22.83	23.41	23.98	24.55	24.89
1534						
1535		<u>BASE</u>	<u>HIRED BEFORE 7/1/21</u>			
1536	CLASS D/E DRIVER	18.93	20.06			

1537
1538 **Section 5.**

1539 All commissions received from vending machines on site shall be collected and recorded by the
1540 company. Said funds shall be used for employee social functions as agreed upon by Union and
1541 Management.

1542
1543 **Section 6.**

1544 Direct deposit of wages, in bank of employee's choice will take effect for all employees as soon as
1545 possible after mutual ratification of this agreement. The City agrees to put hours on pay check
1546 stubs of all classifications of employees if it can be done.

1547
1548 **ARTICLE XXV -- MISCELLANEOUS**

1549 **Section 1.**

1550 The City agrees to implement a flexible spending program effective July 1, 2001, to provide pre-
1551 tax payment of medical, childcare, and parking expenses up to plan limits. Effective January 1,
1552 2008, Class D/Paratransit employees are eligible to participate in the flexible spending program.

1553
1554 **Section 2.**

1555 Except as otherwise stated, benefits are effective the first payroll following receipt of a signed
1556 contract and will be made only to those employees on the payroll as of the date the Transit
1557 Commission approves the contract and to employees who retired or died on and after January 1,
1558 2003, up to and including the date the Transit Commission approves the contract.

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1562 _____
1563 PRESIDENT, ATU LOCAL 998 DATE _____

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1567 UNION STEWARD, ATU LOCAL 998 DATE _____

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1571 TRANSIT DIRECTOR, CITY OF SHEBOYGAN DATE _____

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1575 HUMAN RESOURCES & LABOR RELATIONS DATE _____
1576 DIRECTOR, CITY OF SHEBOYGAN

**ADDENDUM A
SHORT-TERM DISABILITY INSURANCE**



SHORT-TERM DISABILITY INSURANCE

Proposal for: City of Sheboygan
Alternate: 2.00

The following Short-Term Disability plan is being proposed on a fully-insured basis effective 01/01/24. This proposal assumes this coverage is underwritten by United of Omaha Life Insurance Company. For additional information about Mutual of Omaha's products and services, visit mutualofomaha.com.

ELIGIBILITY

CLASS DEFINITION(S)	Class 1: All Eligible Transit Employees
ELIGIBILITY REQUIREMENT	This proposal provides coverage for all actively at work employees on the policy effective date working the minimum number of hours shown below in the United States, unless otherwise approved by Mutual of Omaha. Certain requirements apply.
MINIMUM WORK HOURS	Class 1: 30 or more hours each week

BENEFIT SUMMARY

	Class 1
BENEFIT PERCENTAGE	66 2/3%
MAXIMUM BENEFIT	\$800
ACCIDENT ELIMINATION PERIOD	0 days
SICKNESS ELIMINATION PERIOD	7 days
ZERO DAY RESIDUAL	Included
OWN JOB DEFINITION	Loss of duties and earnings
BENEFIT DURATION	52 weeks
INTEGRATION	Yes
SS INTEGRATION METHOD	Family
SALARY CONT.	Full
STATE DISABILITY PLAN	Yes
OFFSET	Yes
PFL OFFSET	Yes
MINIMUM BENEFIT	None

PARTIAL DISABILITY

	Class 1
EARNINGS TEST %	99% (Mutually Progressive Partial)
PARTIAL DISABILITY FORMULA	Mutually Progressive Partial

PARTICIPATION AND COST SUMMARY

PARTICIPATION ASSUMPTIONS	Minimum Participation	Number of Eligible Employees	Contribution Structure
	100%	31	Non-Contributory

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ADDITIONAL BENEFITS

DEFINITION OF WEEKLY EARNINGS	Earnings Just Prior to Disability, Annual Salary
VOC REHAB INCENTIVE	5%
REASONABLE ACCOMMODATION BENEFIT	100%, up to \$1,000
LAYOFF/FURLOUGH/ LEAVE	<ul style="list-style-type: none">▪ Temporary Layoff - Not Included▪ Furlough - Not Included▪ Personal Leave - Not Included
CONTINUATION FOR FEDERAL AND STATE LAWS	Included – The federal Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff or termination. Insurance may be continued for the time period allowed by the applicable law, for the employee/member. This provision applies to employer and union groups only, subject to certain conditions.
FICA PAYMENT	The employer will deposit their portion of any applicable FICA tax with the IRS.
W-2 PREPARATION	Mutual of Omaha will prepare IRS Form W-2 for each employee who receives benefits under the policy.