

City of Appleton-Valley Transit

Tentative Agreements-Final

October 28, 2020

Article 1 - Term of Agreement 3 years (2021-2023)

Article 3 - Union Recognition

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

- ⊖ C. The Union acknowledges that staffing levels are not a mandatory subject of bargaining.

Article 4-Union Security

4.1 Fair Share Deduction

The Employer agrees to deduct from the pay of all employees covered by this Agreement, **who have an application on file with the Union**, the amount certified by the Union as the amount of dues uniformly required of its members; and agrees to remit monthly to the Union, all such deductions. **The Union shall indemnify and hold harmless the Employer from any claims against the Employer for Union deductions.**

Article 6 - Hiring and Promotion

6.1 Non-Discrimination

B. Propose to delete: "It is agreed that the use of any pronoun in this Agreement which denotes either the masculine or feminine gender shall be considered to refer to employees of both sexes."

Propose to delete all references to masculine and feminine gender throughout agreement and replace with gender neutral pronouns.

6.5 Seniority

B. Seniority for regular employees shall be determined by the length of service of the employee and shall commence ~~on the date of employment as a regular employee plus such additional time as is required or granted for vacations, leave of absence, illnesses or accidents.~~ **upon completion of training (driver placed in-service)** If an employee attains regular full-time status and is later involuntarily reduced to part-time, that employee shall be considered to have more seniority for all purposes than any other part-time employees. An employee who voluntarily reduces to part-time shall be placed on the part-time seniority list

based on original date of hire, but not higher on that list than any employee who was involuntarily reduced to part-time. An employee's seniority is nullified in the following circumstances

6.6 Job Posting

F. Temporary vacancies will be filled as follows.

"Partner's Rights: Partners are drivers who operate the same run. If a partner is going to be scheduled off (vacation, **PTO, floating** holiday, sick leave, etc...) and it is known by..."

F.6. "If the Employer decides to leave any vacancies unfilled, the above administrative bidding procedure will not be followed and the remaining work will become available for stand-by drivers or for other employees ~~on an overtime basis.~~"

6.7 Seniority Upon Promotion/Transfer

A. Non-Represented Position-Reference to Article 6.7 should be Article 6.8 (Clean-up from last contract)

B. Represented Positions.

Employees who voluntarily transfer to a lower rated position shall be paid at the step of the new position based on the ~~employee's length of time in the bargaining unit~~ **employee's qualifications.**

6.8 Layoff Procedure:

E. Employees who exercise their option to bump to a higher paid classification will be placed, on the salary schedule, at the next higher rate in the new classification. Employees who exercise their option to bump to a lower paid classification will be placed, on the salary schedule, ~~at the same step as their rate before exercising their option to bump~~ **based on the employee's qualifications.**

6.9 Recall Procedure

B. "A laid-off employee shall be given notice of recall by **a call to the employee's phone from the recorded line** ~~Certified Mail, return receipt...~~"

Article 7 - Time Limits

7.4 Time Limits

Current language(7.4): "Employees shall be notified of disciplinary action within ten (10) ~~calendar~~ **working** days of the incident or the Employer's knowledge of the incident, or in a matter relating to an accident, within ten (10) ~~calendar~~ **working** days of the decision of the Accident Review Committee. Such discipline shall be administered starting not later than thirty (30) days from the date the employee is notified of the discipline." **Working days are any week day excluding Saturdays, Sundays, and holidays.**

Article 11 - Accidents

11.3 Discipline (C.) A stand-by driver who is ~~disciplined~~ **suspended** as a result of a preventable accident shall ~~be considered to have worked five (5) hours for each day of suspension administered.~~ **have their guarantee reduced by eight (8) hours for each day of the suspension administered.**

Article 12 - Safety Equipment

12.2 Maximum Employer Contribution

B. Any employee who is required by the Employer to wear safety shoes shall ~~be reimbursed by the Employer for fifty (50%) of the cost of such safety shoes but not to exceed~~ **receive an annual allowance** of fifty-five dollars (\$55) ~~per employee in the first year of the program.~~ **towards safety shoes. The annual allowance will be paid on the first paycheck in April each year. Employer will reimburse such employees up to fifty-five (\$55) per year to replace safety shoes which are damaged due to unusual wear and tear on the job.**

Article 13 - Lates and Miss-outs

13.2 Miss-outs

B.4 A stand-by driver who is ~~disciplined~~ **suspended** for miss-outs in accordance with Paragraph 2 above shall ~~be considered to have worked five (5) hours~~ **have their guarantee reduced by eight (8) hours** for each day of suspension administered.

C. Exceptions for Lates and Miss-outs

1.(b) and (c) "...and be allowed to use vacation **PTO** and/or **floating** holiday..."

Article 14 - Miscellaneous General Provisions

14.3 Reimbursement of Job-related Schooling

"Participant in such courses..." typo – should read "Participation in such courses..."

14.4 Inclement Weather

Current language: "During periods of inclement weather, the Mayor or his designee may deem it appropriate for safety reasons to direct non-essential personnel not to report for work or to send such employees home. Employees who are sent home will be paid in accordance with the Labor Agreement. Employees who are directed not to report shall not be paid, unless they choose to use pre-earned compensatory, vacation, **PTO** or floating holiday time."

Article 16 – Compensation

16.3 Longevity Pay Schedule

A. All regular full-time ~~and part-time~~ employees who have completed five (5) to ten (10) years of service will receive an additional six cents (\$.06) per hour added to their base rate.

B. All regular full-time ~~and part-time~~ employees who have completed ten (10) years or more of service will receive an additional ten cents (\$.10) per hour added to their base rate.

D. **All regular full-time** Employees with that many years of service with the city in another classification(s) but fewer years in the classification to which this

schedule applies, shall have the identical differential added to the applicable base pay step.

Article 17 - Eligibility for Benefits

17.2 Temporary Full-time Employees

B.1. "Six hours of sick leave per month of service in the full-time positions. The employee shall accumulate ...period. If the employee...in that position." **This provision shall not apply to employees hired after January 1, 2021.**

Article 18 – Holidays

	2021	2022	2023
New Year's Day	January 1	January 1	January 2
Memorial Day	May 31	May 30	May 29
Independence Day	July 5	July 4	July 4
Labor Day	Sept. 6	Sept. 5	Sept. 4
Thanksgiving Day	Nov. 25	Nov. 24	Nov. 23
Christmas Day	Dec. 25	Dec. 26	Dec. 25

18.2 Holiday Pay

D. Reference to Article 20.5 should be 21.5 (clean-up from last contract)

18.3 Floating Holidays

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

B. Floating holiday hours must be taken in the calendar year they are earned or they will be forfeited except that employees may be paid in cash for unused

floating holiday balances of up to twenty-four (24) hours remaining at the end of the calendar year payable on the paycheck that includes December 31. Such payment is not to be considered as hours worked for overtime purposes.

18.5 Selection of Floating Holidays

A. Reference to Article "19.3-B,3". Should be "20.3-B,3." Clean up from last contract.

Article 19 - Paid Time Off (PTO) ~~effective 1/1/2019~~

19.1 Paid Time Off

~~Effective 1-1-2019:~~ Full-time employees **hired prior to January 1, 2021** shall receive three (3) days January 1 of each year to be used as paid time off. ~~For newly hired employees, PTO days shall be pro-rated on the month hired.~~ **Full-time employees hired after January 1, 2021 shall receive six (6) days January 1 of each year to be used as paid time off.** Any PTO days not used as of December 31st will be **forfeited except that employees may have unused PTO balances of up to twenty-four (24) hours remaining at the end of the calendar year payable to their Post Employment Health Plan (PEHP) or Health Savings Account (HSA) paid out on the second paycheck in January at their prior year's rate.** Such payment is not to be considered as hours worked for overtime purposes. An employee choosing to have unused PTO paid to the PEHP or HSA shall complete and submit the appropriate departmental form prior to year end.

19.3 PTO Pro-ration

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

	Hired	Leaving
January-April	2	0
May-August	1	1

September-December	0	2
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For employees hired after January 1, 2021, PTO days shall be pro-rated in the year of hire/termination/resignation/retirement as follows:

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

Article 20 - Vacations

20.1 Vacation Entitlement:

~~B. Part-time Employees~~

~~1. Part-time employees shall receive a prorated vacation entitlement based upon the schedule in Paragraph "A" and the number of hours worked in the preceding twelve (12) month period.~~

~~2. Vacation entitlement for all part-time employees shall be determined on a calendar year basis, subject to the following conditions.~~

~~—— a. Part-time employees will be eligible for their first paid vacation as of the first anniversary of their date of hire. The vacation entitlement shall be prorated based on the number of hours worked in the twelve (12) month period prior to their anniversary.~~

~~—— b. After qualifying for their first vacation, part-time employees will be eligible for future vacations as of January 1 of each calendar year. The vacation~~

~~entitlement shall be prorated based on the number of hours worked in the preceding calendar year.~~

~~——c. If a part-time employee qualifies for a one (1), two (2) three (3), four (4) or five (5) week prorated vacation later in that calendar year, the employee shall receive the additional prorated vacation after their anniversary date, such proration to be based on the number of hours worked in the preceding calendar year. Thereafter, the employee shall be eligible for such increase prorated vacation as of January 1 of each succeeding calendar year. The additional week or day(s) will not be used in calculation of the full week selection requirement in the first year. (See Article 20.1C)~~

~~——d. If an employee changes from part-time to regular full-time status, the employee's next annual vacation entitlement(s) shall be prorated based on the combined total of part-time and full-time hours worked during the applicable preceding twelve (12) month period.~~

20.2 Vacation Pay

~~B. Stand-by drivers on daily vacation may select to be paid their scheduled hours or five (5) hours.~~

~~C. Vacation must be taken in the calendar year it is earned or it will be forfeited, except that employees who become eligible for an additional week or days of vacation in November or December pursuant to Article 20.1 A shall be allowed to carry over all or part of that week or days to the following calendar year. Such vacation must be used by March 31 of that year or it will be forfeited.~~ **up to forty (40) hours of unused vacation may be paid to the Post Employment Health Plan (PEHP) or Health Savings Account (HSA). Such payment is not to be considered as hours worked for overtime purposes. An employee choosing to have unused vacation paid to the PEHP or HSA shall complete and submit the appropriate departmental form prior to year end.**

~~In addition, employee at the one (1) or two (2) week vacation level shall be allowed to carry over up to one (1) week of vacation to the following year under the following circumstances:~~

~~1. Such carry over must be for a pre-determined time frame approved at the time of the carry over.~~

~~2. Such carry over will be allowed only if it is agreed to and approved in advance by the Department Head.~~

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

E. Employees who resign their employment with proper notice shall be eligible for a lump sum payout of their vacation balance. For purposes of this provision, proper notice shall be defined as two (2) weeks.

20.3 Vacation Bidding

B.1. "Exceptions to this procedure will be granted for employees who are on **authorized leave** ~~vacation or long term disability and are physically unable to report to the garage."~~

B.4. "...preference over floating holiday **and PTO** requests."

C.1. change personal holiday to floating holiday

b. "Exceptions to this procedure will be granted for employees who are on **authorized leave** ~~vacation or long term disability and are physically unable to report to the garage."~~

C.2. Drivers

Throughout this section change "operator" to driver"

"...to select up to two (2) individual days of vacation, **PTO** or ~~personal floating holiday.~~"

"Exceptions to this procedure will be granted for operators who are on **authorized leave** ~~vacation or long term disability and are physically unable to report to the garage."~~

20.4 Vacation Scheduling

A. "The maximum number of drivers allowed off will be determined by the following guidelines unless more are approved by management."

- ~~1. Five (5) drivers will be allowed off on all Saturdays.~~
- ~~2. Seven (7) drivers will be allowed off all weeks during the summer bid period.~~
- ~~3. Five (5) drivers will be allowed off at all other times.~~

- 1. Seven (7) drivers will be allowed off on Saturdays during the summer bid period with the exception of Mile of Music and the Flag Day Parade.**
- 2. Five (5) drivers will be allowed off at all other times including Mile of Music and the Flag Day Parade.**

C. "Employees may elect to utilize vacation time to compensate for regularly scheduled work day hours that are lost due to legal holiday or to school not being in session. ~~Part-time stand-by drivers who so choose will receive five (5) hours vacation pay for that day, with these hours counting toward their 25-29 ¾ hours for the week.~~"

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

Article 21 - Sick Leave

21.1 Sick Leave Accrual

A. All regular **full-time** employees **hired prior to January 1, 2021** shall accumulate sick leave with pay of eight (8) hours for each month of service. Effective ~~1/1/2019~~ employees shall accumulate sick leave with pay of six (6) hours for each

month of service. Sick leave shall accumulate but not to exceed nine hundred sixty (960) hours.

Employees hired after January 1, 2021 shall not be eligible for sick leave.

D. "No funeral leave will be paid to any employee while on **authorized leave** ~~vacation, sick leave, layoff or any other leave of absence~~. Employees are not eligible to use the benefits under this article until their sixty-first (61st) calendar day of employment."

Article 22 - Worker's Compensation Benefits

22.1 Payments

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

22.2 Employee Responsibilities

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

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

Article 23 - Funeral Leave

A. In the case of death in the immediate family of a regular **full-time** employee...

Article 25 - Jury/Witness Duty

A. "...Employees, at their option, may request an unpaid leave of absence or may use **vacation, PTO, or floating holiday** ~~paid time off~~ for a day of jury or witness duty..."

Article 27 - Health Insurance Benefits

27.2 Dental Plan

Provided the employer offers a Dental Plan, ~~E~~employees shall **pay the same contribution as non-represented employees on plans** ~~contribute \$20 toward a family premium and \$10 toward a single premium for the same dental plan~~ offered by the City to non-represented employees.

27.4 Retiree Coverage – typo..."exclusive of Dental ,..." (extra space between Dental and ,)

Article 28 - Post Employment Health Plan

"For the term of this agreement, the Employer shall contribute for each eligible **full-time** employee the amount of \$10 per month..."

Article 29 - Life Insurance Benefits

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

Article 31 –~~Driver Schedules~~ Schedule Changes(Insert Side Letter)

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

~~hours with vacation or holiday time up to his regularly scheduled hours or may take no pay for the lost hours.~~

Article 32 - Run Bidding Procedures

32.4 Add: **When a vacancy occurs that creates a schedule opening, the parties agree to discuss whether a reshuffle might be utilized instead of the rebid process. If agreement can not be reached about a reshuffle, then the parties agree to follow the procedure outlined below.**

B. Partner's Rights: "...If a partner is going to be scheduled off (vacation, **PTO**, **floating** holiday, sick leave, etc.)

Article 33 - Stand-By and Part-time Drivers

33.2 Hours and Days of Work

C. Effect of Absences on Hours of Work

2. If a stand-by is unavailable for work due to a disciplinary suspension, he will lose his guarantee for that week, will have ~~five (5)~~ **eight (8)** hours for each day of suspension deducted from his weekly maximum, and will receive pay only for actual hours worked that week.

33.3 Availability

A. Strike last sentence (from previously agreed MOU). "The Employer will make cell phones available upon request."

33.5 ~~Differences between Full-time and Part-time Stand-by~~ **Miscellaneous Stand-by Provisions**

	Full-Time Stand-bys	Part-time Stand-bys
Weekly maximum hours	Greater than 32 less than or equal to 40	Greater than 25 less than 30

Weekly guaranteed hours	32 for employees hired after 9/7/05	25
Hours of Work	5:25 a.m. – 10:55 p.m. Monday through Saturday	<p>Part-time stand-by bids will include a shift designation.</p> <p>The “A” shift will be 5 a.m. – 6:55 p.m. Monday through Friday and all day Saturday</p> <p>The “B” shift will be 8:55 a.m. – 10:55 p.m. Monday through Friday and all day Saturday</p>
Day Off	None	<p>When practical, the Employer will allow drivers who bid a part-time stand-by position to select a day off. A sign-up sheet will be posted along with the bid. Drivers who bid a part-time stand-by position will be able to select from the designated days.</p> <p>Part-time stand-bys may waive their day off any given week by initialing the part-time overtime board and marking code “W”. They will be assigned in their regular daily</p>

		<p>rotation and any hours worked will count toward their weekly maximum.</p> <p>Part-time stand-bys may also just sign for overtime, extra work, on their day off. In that case they would simply indicate with codes any time or type of work preferences. If they just sign for overtime they will be treated as any other overtime person and assigned work in seniority order after full-time overtime and any hours worked will not count toward their weekly maximum.</p>
<p>Effect of Sick Absence on Hours of Work</p>	<p>A full-time stand-by who is unavailable for work due to illness or injury, may use PTO or sick leave per the agreement under Article 21 of this agreement. PTO and Sick leave hours used will count toward his/her guarantee and maximum hours for the week. If PTO or sick leave hours</p>	<p>If a part-time stand-by driver is unavailable for work due to illness or injury, his or her guarantee for that week shall be reduced by the number of hours the employee is off. Such absence shall have no impact on the maximum number of</p>

	<p>are not used, his/her guarantee shall be reduced by the number of hours the employee is off, however, such absence shall have no impact on the maximum number of hours the employee may work that week.</p>	<p>hours the employee may work that week.</p>
<p>Time off for Medical Appointments</p>	<p>Full-time stand-bys may request time off for medical appointments for themselves or members of their immediate family living in their residence under the following guidelines;</p> <ol style="list-style-type: none"> 1. Turn in "request for Scheduled Time Off" with an explanation as soon as possible after the appointment is made. 2. Time off will be allowed between the hours of 8:55 a.m. and 1:55p.m. Minimum request is two (2) hours. Replacement driver will be scheduled a minimum of two (2) 	<p>None, if they have a bid day off otherwise full-time policy applies.</p>

hours unless coming off or going onto another run.

3. Any available **PTO** or sick leave will be used for hours that stand-by would have been scheduled to drive during the time off. If a stand-by driver has no **PTO** or sick leave available, he can substitute available vacation or holiday pay.
4. If a stand-by driver would have been scheduled to work during the time requested for medical leave, his guarantee will be reduced by the same number of hours.
5. Drivers returning to work from approved medical leave are subject to Article 13 of the labor agreement.

	<p>6. Time off for medical appointments under this policy will be considered a “non-chargeable” absence.</p> <p>All requests are subject to approval on a case-by-case basis. Management reserves the right to limit the number of times this provision may be used.</p>	
Effect of daily vacation or personal holiday on Hours of Work	Full-time stand-by drivers will be charged hours for vacation or floating holiday based on the number of hours they would have been scheduled.	Part-time stand-by drivers on daily vacation will be charged based on the number of hours they would have been scheduled.
Legal Holidays	<p>Will be charged for and paid for the six (6) legal holidays listed in Article 18.1</p> <p>Holiday hours will count toward guarantee hours and weekly maximum.</p>	None
Availability	Full-time stand-by drivers must be available during the following availability periods:	“A” Shift— 5:00 a.m. to 7:30 a.m. Monday through Friday and 7:00 a.m. to 9:30 a.m. and 12:30 p.m. to 3:30 p.m. on Saturday.

	5:00 a.m. to 7:30 a.m. and 12:30 p.m. to 3:30 p.m. Monday through Friday and 7:00a.m. to 9:30 a.m. and 12:30 p.m. to 3:30 p.m. on Saturday	“B” shift – 12:30 p.m. to 3:30 p.m. Monday through Friday and 7:00 a.m. to 9:30 a.m. and 12:30 p.m. to 3:30 p.m. on Saturday.
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33.6 Part-Time Drivers

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

B. Part-time drivers will be allowed to voluntarily sign for additional hours and will be given available hours based on seniority.

C. Part-time drivers will not be inversed outside of the hours/days of their availability.

D. Part-time drivers will be paid for actual hours worked and shall be eligible for overtime as outlined in Article 16.5 A. No guarantee of hours will be provided to part-time drivers.

Part-time drivers will be paid in accordance with Exhibit A.

Article 34 - Distribution of Overtime

34.2 Order of Distribution

B. Involuntary Distribution

2. Last sentence: ~~“Part-time drivers hired after January 1, 1998 are subject to being inversed.”~~

C. Eligibility for Overtime Work.

1. "A driver who has bid a full week of vacation, **PTO** or ~~a full week of floating~~ holiday hours is ..."
3. "A driver who is on vacation, **PTO** or floating holiday for a shift of a multi-shift day is ineligible to work overtime during that shift...Drivers on all day vacation, **PTO** or **floating** holiday are ineligible for overtime and inversal. Drivers on vacation **PTO** or **floating** holiday for a single shift of a multiple..."

Article 36 - Reporting to Work

36.3 Paid Leave

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

1. Unused odd balances of vacation **PTO**, and /or **floating** holiday hours totaling twenty-four (24) hours or less that remain at the end of a calendar year.

Article 38 Uniforms

A. "The Employer shall provide the initial uniform and replace non-serviceable uniform items for all ~~full-time drivers and for those drivers who will be serving as stand-bys for a full bid period or more.~~ based on "D" below. The cost of maintenance of the uniform shall be borne by the employee. The Employer reserves the right to set standards for and regulate items of uniform clothing to include but not limited to: color, style, fabric, material, brand, and specifications. The Employer further reserves the right to determine the serviceability of any uniform item."

D. "The uniforms for a ~~full-time or part-time stand-by driver~~ **drivers** which are referred to in "A." above consist of the following allocation:

Full-time and Stand-by:

1 jacket

4 pants

~~8 shirts~~ 10 shirts (any style combination)

~~2 ties (optional)~~

~~2 sweaters~~ **2-fleece**

~~1 polo shirt~~

~~1 belt~~

1 pair of shoes **Black, leather, from an approved vendor** (maximum \$55)

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

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

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

Part-time:

1 jacket

3 pants

~~4 shirts~~ **5 shirts (any style combination)**

~~2 ties (optional)~~

~~2 sweaters~~ **2-fleece**

~~1 polo shirt~~

~~1 belt~~

1 pair of shoes **Black, leather, from an approved vendor**(maximum \$55)

Article 41 Shift Bidding Procedure

41.1 Posting and Effective Dates

Maintenance Employees:

A. Work schedules shall be selected by seniority within the classification and will be posted no later than December 1, May 1 and August 1, and take effect on the first Monday of January, the Monday after the school year ends, and the Monday before the school year begins.

B. If major changes are to be made in the work schedule, the Employer will meet with the Shop Committee prior to the posting. If there are only minor changes, the Employer will provide the Shop Committee with copies of the schedule in advance of the posting and will meet with the Committee upon request.

Office Employees:

A. Communication Technicians will select a shift by seniority.

41.2 Order of Bidding/Time Limits

Maintenance Employees:

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

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

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

41.3 Method of Bidding

Maintenance Employees:

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

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

41.4 Rebidding

Maintenance Employees:

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

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

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

employee who is promoted shall be assigned to the open bid which was created by the regular vacancy.

Communication Technicians:

A. If a regular vacancy occurs, Communication Technicians will be asked in seniority order if they wish to take the open shift.

41.5 Right to Assign Unbid Work Shifts

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

Article 42 - Distribution of Overtime-

42.2 Order of Distribution

D. Eligibility for Overtime Work

1. A maintenance or office employee who has bid a full week of vacation, **PTO**, or a full week of floating holiday hours is ineligible for overtime work for that entire calendar week.
2. A maintenance or office employee who is on vacation, **PTO**, or floating holiday for an entire day's work shift(s) is ineligible for any overtime work during the calendar day(s) he is off.
3. A maintenance or office employee who is on vacation, **PTO** or floating holiday for part of a shift is ineligible for any work during the time he is on vacation or holiday.

Article 44 – Uniforms

C. ~~"The Employer administratively provides uniform articles to certain other groups of employees.~~ **shall, at it's sole discretion, provide uniforms to the office and maintenance employees.** The decision to provide uniforms to such

employees and the number of items to be provided are solely at the discretion of the Employer. The current uniform allocations ~~for these other employee groups include the following:~~**are as follows:**

Communications Technicians	Maintenance Employees
1 Sweater Fleece	1 Winter jacket
1 polo shirt	Coveralls/work pants and shirts

Article 45 ~~Miscellaneous Office and Maintenance Provisions~~ Mechanic Provisions

~~45.1 Tool Allowance~~

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

45.1 Mechanic Classifications

The Employer may hire at the Mechanic, or Master Mechanic Level based on qualifications and needs of the department.

~~45.2 Premium Pay — Mechanics ASE Testing~~

~~A. Mechanics shall receive an additional \$.05 per hour for each ASE Certification received and maintained by the employee. Only those certifications which are authorized in advance by the employer shall be eligible for the \$.05 per hour payments, except that certifications currently held will be reviewed by the employer for eligibility payment.~~

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

~~C. In order for a Mechanic II to remain in the Mechanic II classification (s)he must receive and maintain all ASE certifications required by the employer. Any Mechanic II who does not receive and maintain all ASE certifications required by the employer may be, based on the needs of the employer, reclassified to a Mechanic I (position title and pay).~~

45.3 Lead Mechanic: The Lead Mechanic pay will be \$1.00/hour more than the Master Mechanic rate (based on qualifications of the Lead Mechanic)

Signature Page:

~~Timothy M. Hanna~~ **Jake Woodford**

~~James P. Walsh~~ **Christopher R. Behrens**

Exhibit A

Change Bus Driver 100% rate to 7280 hours

Delete Full-time Service Person Classification

Delete Utility Person Classification

Delete Bus Painter Classification

Delete Mechanic II Classification

Retitle Mechanic I Classification to Mechanic

Start 75% of Base Wage \$18.88

80% Base Wage after 6 months \$20.13

85% Base Wage after 12 months	\$21.38
90% Base Wage after 18 months	\$22.63
95% Base Wage after 24 months	\$23.89
100% Base Wage after 30 months	\$25.14

Add: Master Mechanic Classification

Start: \$28.00

Mid: \$29.00 (Achieved 4 ASE Transit Certifications)

Top: \$30.00 (Master level mechanic-achieved all required Transit ASE certifications)

Implementation of the Master Mechanic:

Current Mechanic II's to be placed at the Start Rate of Master Mechanic effective 1/1/2021. The Master Mechanics will not be entitled to the 4/1/2021 or 10/1/2021 across the board adjustment.

2021 1% 4/1/2021 1% 10/1/2021

Lump sum payment (based on \$.25 per hour for all hours worked in 2020) in recognition of extraordinary conditions of pandemic for all Drivers, PT Utility Workers and Communications Technicians on the payroll that includes 12/31/2020.

2022 2% 1/1/2022

2023 2% 1/1/2023

Exhibit B-Letter of Understanding-Sick Leave Bank

Renew

Letter of Understanding -Schedule Change Agreement

Incorporate into agreement and change:

Update Operator to Driver

#4 A driver who is scheduled off on vacation, **PTO**, floating holiday or any other pre-known...

#5 "...a driver may waive up to one (1) hour per day to a maximum of two (2) hours per week. A driver may use vacation, **PTO**, or floating holiday time to supplement any lost hours."

#12 Last sentence..."(NOTE: These hours will count toward the guarantee and will allow management to assign more than the ~~29.75~~ **32** maximum up to 40 hours)

Letter of Understanding-Part-time Driver Schedule

Delete and incorporate into contract

Memorandum of Understanding-Vacation Scheduling and Salary Schedule

Delete and incorporate into contract

Memorandum of Understanding-Office Employee Shift Bidding/Assignment

Delete and incorporate into agreement

New Memorandum of Understanding-Grandfather Part-time employees with Benefits.

Steve Hamilton-Longevity

Tom Coon-Vacation

Dan Kobussen-Vacation

Paul Rollefson-Vacation

New-Memorandum of Understanding -Lead Driver Program

Lead Driver Pay: \$1.00/hour more than the Bus Driver base rate (based on length of service, qualifications of the Lead Driver and including longevity if applicable). The \$1.00/hour will be added to the base rate for all hours compensated.

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

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

This MOU will expire on December 30, 2023

Change "Operator" to "Driver" throughout the labor agreement.

Change "Personal Holiday" to "Floating Holiday" throughout the labor agreement.

Utilize Gender Neutral Pronouns throughout the labor agreement.