

City of Appleton and Teamster Union Local 662

Tentative agreements

October 16, 2023

Article 1 –Term of Agreement - This Agreement shall be in full force and effect from January 1, ~~2021~~ **2024** to and including December 31, ~~2023~~ **2026** and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration

Article 6.4 A -Probationary Period - There shall be a probationary period of six (6) months **after in-service** for all new employees hired for regular positions. This period may be extended by mutual agreement between the Employer and the Union.

Article 7.2 – Suspension and Discharge – Discharge or suspension of an employee must be by proper written notice, ~~Certified Mail, return receipt requested, sent to the last known address of the employee,~~ or by personal service on the employee, with a copy to the Union. Appeal from discharge must be taken within five (5) working days by written notice to the Director of Human Resources and a meeting held between the Employer and the Union within fifteen (15) working days after the appeal is filed. A decision must be reached within five (5) working days from the date of this meeting.

Article 10 – Alcohol and Drug Use – 10.2 F. All FTA drug and alcohol testing will be conducted in accordance with 49CFR part 40 as amended. The parties agree that the results of an ~~Evidential Breathalyzer Machine~~ **FTA approved testing process** administered by a **certified technician** ~~an Occupational Health Provider~~ shall be presumed accurate, cannot be challenged and are not subject to the grievance procedure.

~~**Article 11.3 B. 5 – An employee who is being retrained in lieu of suspension shall receive only one half (1/2) their regular straight time hourly rate for all time spent in retraining.**~~

Article 13.2 C. 1. a – The employee was late because they were using Valley Transit buses **(excludes contracted services)** to get to work.

Article 14.3 Reimbursement of Job-related Schooling – The Employer shall pay for any job-related schooling, which it requires of employees. Employees who successfully complete other job-related continuing education courses shall be reimbursed for one-half (1/2) the cost of tuition and books subject to available funds. The City's reimbursement for each class will be based on the UW System rates. Participation in such courses must be approved, in advance, by

the Department Head and the Director of Human Resources. Successful completion shall mean a passing grade if the course or program is graded on a pass/fail basis or a grade of "C" or better if letter grades are issued. **An employee must remain employed in good standing for a period of two years after the completion of such course, if an employee exits employment prior to this time frame they will be required to reimburse the Employer.**

16.3 — Longevity Pay Schedule

- ~~A. — All regular full-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 employees who have completed ten (10) or more years of service will receive an additional ten cents (\$.10) per hour added to their base rate.~~
- ~~C. — Longevity will be based upon the date the employee was hired.~~
- ~~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 18 –

	<u>2021</u>	<u>2022</u>	<u>2023</u>
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	September 6	September 5	September 4
Thanksgiving Day	November 25	November 24	November 23
Christmas Day	December 25	December 26	December 25

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

Article 20.1 A. 2.b. – If an employee qualifies for ~~a one (1), two (2), three (3), four (4) or five (5) week vacation as of January 1 and completes the service necessary for an additional week or day(s) of vacation later in that the calendar year, such employee shall receive the additional~~

~~vacation after their anniversary date and shall thereafter be eligible for such increased vacation as of January 1 of each succeeding that calendar year. In the event that an employee uses this additional vacation prior to their anniversary date and then exits employment they will be required to reimburse the employer for the additional day(s)/week. 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.)~~

Article 20.3 – ~~Vacation~~ Paid Leave Bidding

Article 20.3 A. 1 – Maintenance and Office Employees.

Vacations for each calendar year will be bid by seniority beginning ~~December~~ November 1 preceding the year vacations are to run. Each employee will have forty-eight (48) hours to select their vacation.

Article 20.3 C – ~~Vacation~~ Paid Leave Bidding – Days

Article 20.4 – ~~Vacation~~ Paid Leave scheduling

Article 21.4 A – ~~If a driver~~ **an employee** is sick or otherwise unable to come to work, they must call in at least sixty (60) minutes prior to the scheduled start of the shift or be subject to the “late” policy defined in Article 13.

Article 23 – Funeral Leave – In the case of death in the immediate family of a regular full-time employee (non-dependent children, grandchildren, parents or legal guardian, sister or brother, mother-in-law, father-in-law, or any other relative living in the employee’s residence at the time of death), the employee will be paid for the scheduled time lost from the date of death but not to exceed three (3) scheduled work days ~~within a seven (7) day period from the date of death~~ at the employee’s regular straight time hourly rate, but not to exceed twenty-four (24) hours.

Article 32.3 B – Method of Bidding – Drivers must leave with the ~~Administrative Services Manager or other~~ office personnel and the Union Steward, a list of bids, first, second and third choice bids, before going on scheduled leave.

Adding Article 40.5

(non-benefited) PART-TIME UTILITY WORKER SCHEDULES

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

Coverage needs generally fall into the time frame listed below:

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

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

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

- C. Part Time Utility Workers will be allowed to voluntarily sign for additional Utility Worker hours beyond those agreed upon and will be given available hours based on seniority.**
- D. Part Time Utility Workers will not be inversed outside of the hours/days they are initially assigned.**
- E. The number of Part Time Utility Workers will be a management decision.**
- F. No guarantee of hours will be provided.**
- G. The pay scale listed in the contract for Utility Worker will be used.**
- H. Part Time Workers will be paid for actual hours worked and overtime after 40 hours.**
- I. Adjustments to the hour definitions above may be created based on Management decision and candidate availability.**

Exhibit C – Side letter – update employees listed

EXHIBIT C (UPDATED VERSION 1/1/2024 ~~6/8/2021~~)
LETTER OF UNDERSTANDING
~~LONGEVITY AND VACATION FOR PART-TIME EMPLOYEES~~

This Letter of Understanding outlines an agreement reached between the City of Appleton and the Teamster Local #662 Valley Transit during negotiations for a ~~2021~~ **2024** Collective Bargaining Agreement. The Letter of Understanding applies to the elimination of ~~longevity and~~ vacation for part-time employees. The following employees shall be grandfathered as outlined below:

_____ Steve Hamilton _____	Longevity Only
_____ Tom Coon _____	Vacation Only
_____ Paul Rollefson _____	Vacation and Longevity
_____ Dan Kobussen _____	Vacation and Longevity
_____ Carl Gustavson _____	Vacation Only

_____	_____	_____	_____
For the City of Appleton	Date	For the Union	Date

Expire Vacation carry over side-letter

EXHIBIT E
LETTER OF UNDERSTANDING
ADDITIONAL VACATION PAID TO POST EMPLOYMENT
~~HEALTH PLAN (PEHP) OR HEALTH SAVINGS ACCOUNT (HSA)~~

Effective July 1, 2021 to December 31, 2021

In recognition of the current staffing levels and difficulties filling vacant driver positions, the City of Appleton and Teamsters Local Union #662 covering Valley Transit Employees have reached an agreement to allow for up to one additional week of vacation to be deposited to the

~~Post Employment Health Plan (PEHP) or Health Savings Account (HSA). This agreement only applies to drivers. An employee choosing to have unused vacation paid to the PEHP or HSA shall notify the department prior to year end. This agreement is being offered on a non precedent basis. All other provisions of the union contract shall remain unchanged.~~

~~This benefit may be used only after meeting the following:~~

- ~~1. Drivers must use at least one week of vacation time.~~
- ~~2. The maximum time that may deposited will not exceed 80 hours (40 hours per the current contract and 40 additional hours per this letter of understanding).~~

~~This agreement will expire on December 31, 2021.~~

~~For the City For the Union~~

Gender neutral changes – a few clean up items that were missed in last contract will be made.

Create title of Communication Technician/Scheduler – this position will be awarded to the senior qualified employee and paid \$1.00/hour above the Communication Technician rate.

***draft job description is attached for clarification of duties**

Wages

2024 – 3% on 1/1/24

2025 – 3% on 1/1/25

2026 – 2.5% on 1/1/26

Wage scale steps will be reduced and will be modified for driver and part time driver as follows:

Training rate 85%

Completion of probation rate 90%

1 year after completion of probation 95%

2 years after completion of probation 100%