



**Meeting Agenda - Final-revised**  
**Human Resources & Information Technology Committee**

---

Wednesday, October 25, 2023

4:30 PM

Council Chambers, 6th Floor

---

1. Call meeting to order
2. Pledge of Allegiance
3. Roll call of membership
4. Approval of minutes from previous meeting

[23-1244](#) Minutes 10/11/23.

**Attachments:** [Minutes 10-11-23.pdf](#)

**5. Public Hearing/Appearances**

**6. Action Items**

[23-1245](#) Request to Approve the Valley Transit Teamsters 2024-2026 Contract Changes.

**Attachments:** [Valley Transit TA 10-16-23.pdf](#)  
[Teamster Valley Transit 2021-2023.pdf](#)

[23-1246](#) Approval of Alderperson Salaries.

**Attachments:** [HR-IT - Alderperson Raises Deadlines.pdf](#)  
[Alderperson Compensation Survey.pdf](#)  
[Elected Alderperson Salaries.pdf](#)

**7. Information Items**

[23-1247](#) 2024 Information Technology Budget.

**Attachments:** [2024 Information Technology.pdf](#)  
[2024 IT Capital Projects.pdf](#)

[23-1248](#) 2024 Human Resources Budget.

**Attachments:** [2024 Human Resources Final.pdf](#)

[23-1270](#) Clarification on COA Mayor Compensation for New Term Starting April 2024.

**Attachments:** [COA Mayor Compensation April 2024.pdf](#)

[23-1249](#) Recruitment Status Report 10/19/23.

**Attachments:** [RSR 10.19.23.pdf](#)

## 8. Adjournment

*Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.*

*Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.*

*Questions on the agenda contact Jay Ratchman 920-832-6427.*



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
www.appleton.org

## Meeting Minutes Human Resources & Information Technology Committee

---

Wednesday, October 11, 2023

4:30 PM

Council Chambers, 6th Floor

---

1. Call meeting to order

2. Pledge of Allegiance

3. Roll call of membership

**Present:** 5 - Hartzheim, Croatt, Fenton, Hayden and Schultz

4. Approval of minutes from previous meeting

[23-1156](#)

Minutes 8-9-23.

**Attachments:** [Minutes 8-9-23.pdf](#)

**Croatt moved, seconded by Fenton, that the Minutes be approved. Roll Call.  
Motion carried by the following vote:**

**Aye:** 5 - Hartzheim, Croatt, Fenton, Hayden and Schultz

5. **Public Hearing/Appearances**

6. **Action Items**

[23-1161](#)

Lieutenant Over Hire Request.

**Attachments:** [Lt Overhire 2023.pdf](#)

**Croatt moved, seconded by Fenton, that the Report Action Item be  
recommended for approval. Roll Call. Motion carried by the following vote:**

**Aye:** 5 - Hartzheim, Croatt, Fenton, Hayden and Schultz

[23-1162](#)

Elected City of Appleton Attorney Compensation for May 2024 term.

**Attachments:** [Elected COA Attorney Compensation for May 2024 Term.pdf](#)

**Fenton moved, seconded by Hayden, that the Report Action Item be  
recommended for approval. Roll Call. Motion carried by the following vote:**

**Aye:** 5 - Hartzheim, Croatt, Fenton, Hayden and Schultz

[23-1163](#)

City of Appleton Mayor Compensation for April 2024 Term.

**Attachments:** [COA Mayor Compensation for April 2024 Term.pdf](#)

*Approval of compensation structure set forth in Director Ratchman's memorandum.*

*Payment structure as set forth in Director Ratchman's memorandum.*

**Croatt moved, seconded by Fenton, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:**

**Aye:** 5 - Hartzheim, Croatt, Fenton, Hayden and Schultz

## 7. Information Items

[23-1164](#)

Connecting Care Clinic Update (new facility space and year-to-date ROI)

*Moving to new location on December 11 with only 2 days of downtime. Continues under the same operating agreement. No new lease is required.*

**This Presentation was received and filed**

[23-1165](#)

Health Insurance Program Update.

**This Presentation was received and filed**

[23-1208](#)

Appleton Public Library Table of Organization Change

**Attachments:** [Memo - TO Change - MM LA Acquisitions 2023.pdf](#)

[Library Draft 10.6.23.pdf](#)

[Library Assistant - Materials Management \(Catalog\).pdf](#)

**This Report Action Item was received and filed**

[23-1166](#)

Recruitment Status Report 10/3/23.

**Attachments:** [RSR 10.03.23.pdf](#)

**This Presentation was received and filed**

## 8. Adjournment

**Hayden moved, seconded by Croatt, that the meeting be adjourned. Roll Call. Motion carried by the following vote:**

**Aye:** 5 - Hartzheim, Croatt, Fenton, Hayden and Schultz

# 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 <del>and Longevity</del>
_____	Dan Kobussen	_____	Vacation <del>and Longevity</del>
_____	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%**

2021-2023 AGREEMENT  
 Between  
 THE CITY OF APPLETON  
 and  
 TEAMSTERS LOCAL UNION #662  
 covering  
 VALLEY TRANSIT EMPLOYEES

PART A  
 GENERAL PROVISIONS

ARTICLE	TITLE	PAGE
1	TERM OF AGREEMENT	1
2	SEPARABILITY AND SAVINGS	1
3	UNION RECOGNITION	1
4	UNION SECURITY .1 Fair Share Deduction .2 Union Business .3 Bulletin Board .4 Picket Lines	2
5	SUBCONTRACTING	2
6	HIRING AND PROMOTION .1 Non-Discrimination .2 Bonds .3 Hire Rate .4 Probationary Period .5 Seniority .6 Job Posting .7 Seniority Upon Promotion/Transfer .8 Layoff Procedure .9 Recall Procedure	3 - 6
7	DISCIPLINE .1 Warning Notice .2 Suspension or Discharge .3 Reinstatement .4 Time Limits	7
8	GRIEVANCE PROCEDURES .1 Time Limits .2 Grievance Hearing Steps	8
9	ARBITRATION .1 Time Limits .2 Authority of the Arbitrator .3 Distribution of Costs	8 - 9
10	ALCOHOL AND DRUG USE .1 Policy .2 Discipline .3 Leave of Absence – Prior to Testing	9 - 10
11	ACCIDENTS .1 Accident Reports .2 Accident Review Committee .3 Discipline	10 - 12
12	SAFETY EQUIPMENT .1 Furnishing of Equipment .2 Maximum Employer Contribution	12
13	LATES & MISS-OUTS .1 Lates	12 - 14

	.2 Miss-outs	
14	MISCELLANEOUS GENERAL PROVISIONS .1 Physical Examinations .2 Letters of Reference .3 Reimbursement of Job-related Schooling .4 Inclement Weather .5 Commercial Driver's License (CDL)	14-15

**PART B**

**EMPLOYEE COMPENSATION AND BENEFITS**

15	HOURS OF WORK .1 Work Day .2 Work Week .3 Drivers .4 Maintenance/Office Employees .5 Part-time Employees .6 Hours of Work	16
16	COMPENSATION .1 Pay Period .2 Job Classifications and Hourly Rates .3 Longevity Pay Schedule .4 Minimum Guarantee .5 Overtime .6 Attendance Incentive Pay .7 Payment for Attendance at Meetings	16 - 18
17	ELIGIBILITY FOR BENEFITS .1 Part-time Employees .2 Temporary Full-time Employees	18 - 19
18	HOLIDAYS .1 Legal Holidays .2 Holiday Pay .3 Floating Holidays .4 Proration of Floating Holidays for New, Terminating, and Laid Off Employees .5 Selection of Floating Holidays	19 - 20
19	Paid Time Off (PTO) .1 Paid Time Off .2 PTO Requests .3 PTO Proration .4 Mechanics & Comm Techs	21
20	VACATIONS .1 Vacation Entitlement .2 Vacation Pay .3 Vacation Bidding .4 Vacation Scheduling	21 - 26
21	SICK LEAVE .1 Sick Leave Accrual .2 Eligible Uses .3 Ineligible Uses .4 Employee Responsibilities .5 Waiting Period .6 Sick Pay .7 Payout Upon Retirement or Death	26 - 27
22	WORKER'S COMPENSATION BENEFITS	27
23	FUNERAL LEAVE	28
24	MILITARY LEAVE	28

25	JURY/WITNESS DUTY	28
26	LEAVE OF ABSENCE	29
27	HEALTH INSURANCE BENEFITS .1 Medical Plan .2 Dental Plan .3 Part-time Employee Coverage .4 Retiree Coverage	29
28	POST EMPLOYMENT HEALTH PLAN	30
29	LIFE INSURANCE BENEFITS	30
30	PENSION BENEFITS	30

**PART C**

**SPECIAL PROVISIONS - DRIVERS**

31	SCHEDULE CHANGES	31-32
32	RUN BIDDING PROCEDURES .1 Posting and Effective Dates .2 Order of Bidding/Time Limits .3 Method of Bidding .4 Rebidding .5 Right to Assign Unbid Runs	32 - 33
33	STAND-BY DRIVERS .1 Duties .2 Hours and Days of Work .3 Availability .4 Order of Assignment .5 Miscellaneous Stand-by Provisions .6 Part-time Drivers	33 – 36
34	DISTRIBUTION OF OVERTIME .1 Seniority .2 Order of Distribution .3 Errors in Distribution	36 – 37
35	DISPATCHING PROCEDURES .1 Filling of Daily Vacancies .2 Overtime Restrictions	37 – 38
36	REPORTING FOR WORK .1 Driver Responsibilities .2 Transportation .3 Paid Leave	38 – 39
37	PREMIUM PAY	39
38	UNIFORMS	39
39	CONDITION OF EQUIPMENT	40

**PART D**

**SPECIAL PROVISIONS – MAINTENANCE & OFFICE EMPLOYEES**

40	WORK SCHEDULES .1 Establishment of Work Schedules .2 Breaks .3 Shift Adjustments .4 Work at Home	41
41	SHIFT BIDDING PROCEDURES .1 Posting and Effective Dates .2 Order of Bidding/Time Limits .3 Method of Bidding .4 Rebidding .5 Right to Assign Unbid Work Shifts	41 - 42
42	DISTRIBUTION OF OVERTIME	43 - 44

	.1 Seniority .2 Order of Distribution .3 Duration of Overtime Work .4 Errors in Distribution	
43	REPORTING FOR WORK .1 Maintenance and Office Employee Responsibilities .2 Paid Leave .3 Late Reports	44
44	UNIFORMS	45
45	MECHANIC PROVISIONS .1 Mechanic Classifications .2 ASE Testing .3 Lead Mechanic	45
EXHIBIT A	VALLEY TRANSIT SALARY SCHEDULE	47
EXHIBIT B	LETTER OF UNDERSTANDING – SICK LEAVE BANK	48
EXHIBIT C	LETTER OF UNDERSTANDING-LONGEVITY AND VACATION FOR PART-TIME EMPLOYEES	49
EXHIBIT D	LETTER OF UNDERSTANDING -LEAD DRIVER PROGRAM	50

1 CITY OF APPLETON – VALLEY TRANSIT  
2 and  
3 TEAMSTERS LOCAL UNION NO. 662  
4

5 This Agreement made and entered into by and between the City of Appleton, with the Director of Human Resources  
6 acting as its agent, hereinafter referred to as the “Employer,” and Teamsters Local Union No. 662, hereinafter referred  
7 to as the “Union”, for the purpose of establishing sound labor relations and to establish minimum wages, hours and  
8 working conditions for the employees covered hereby.  
9

10 PART A  
11 GENERAL PROVISIONS  
12

13 ARTICLE 1  
14 TERM OF AGREEMENT  
15

16 This Agreement shall be in full force and effect from January 1, 2021 to and including December 31, 2023 and shall  
17 continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by  
18 either party upon the other at least one hundred twenty (120) days prior to the date of expiration.  
19

20 ARTICLE 2  
21 SEPARABILITY AND SAVINGS  
22

- 23 A. If any Article or Section of this contract should be held invalid by operation of law or by any tribunal of  
24 competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by  
25 such tribunal pending a final determination as to its validity, the remainder of this contract or the application of  
26 such Article or Section to persons or circumstances other than those as to which it has been held invalid or as  
27 to which compliance with or enforcement of has been restrained shall not be affected thereby.  
28
- 29 B. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been  
30 restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining  
31 negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory  
32 replacement for such Article or Section during the period of invalidity or restraint.  
33

34 ARTICLE 3  
35 UNION RECOGNITION  
36

- 37 A. The Employer shall recognize Teamsters Local Union No. 662 as the authorized representative and exclusive  
38 bargaining agent for all employees employed as drivers, maintenance, and clerical employees of the City of  
39 Appleton transit system, excluding supervisory, confidential, managerial, craft and professional employees.  
40
- 41 B. Membership in the Union is not compulsory. An employee may join the Union and maintain membership  
42 therein consistent with its constitution and by-laws. No employee will be denied membership because of  
43 race, color, religion, age, disability, marital status, family status, national origin, sexual orientation, creed or  
44 sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the  
45 application of this Article whenever the Commission finds that the Union has denied an employee  
46 membership because of race, color, religion, age, disability, marital status, family status, national origin,  
47 sexual orientation, creed or sex. The Union, as exclusive Representative of all employees in the bargaining  
48 unit, will represent all employees fairly and equally.  
49
- 50 C. The Union acknowledges that staffing levels are not a mandatory subject of bargaining.  
51  
52  
53  
54

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50

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.

**4.2 Union Business**

- A. The Shop Committee shall be one Steward and two Committee persons.
- B. Authorized representatives as defined above shall suffer no loss of wages for working hours spent on matters of negotiations or grievances relating to this bargaining unit.
- C. The Union agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent a Steward from the proper conduct of any grievance in accordance with the procedure outlined in this Agreement, nor to prevent certain routine business such as the posting of Union notices and bulletins.
- D. Business agents or representatives of the Union having business with members of the Union may confer with such members during the course of the work day for a reasonable time, provided that they first notify the Department Head and/or designee of their presence.
- E. The Employer agrees to provide copies of changes in administrative or operating procedures and work rules to the Shop Committee and, if requested, to discuss these changes prior to their implementation. This provision shall not be considered to be a waiver of the right of the Union to bargain the impact of changes or to grieve the reasonableness of rules.

**4.3 Bulletin Board**

The Employer agrees to provide the Union with sufficient bulletin board space for its purposes.

**4.4 Picket Lines**

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a labor dispute, or refuses to go through and work behind any picket line.

ARTICLE 5  
SUBCONTRACTING

The Employer agrees to notify the Union prior to the subcontracting of any work presently performed by Union employees. The Employer will negotiate with the Union, upon request, on any matters relating to such subcontracting which are mandatory subjects of bargaining. Nothing herein shall be construed to limit either party's legal rights relating to subcontracting.

1  
2  
3 ARTICLE 6  
4 HIRING AND PROMOTION

5 **6.1 Non-Discrimination**

6  
7 A. The Employer and the Union agree not to discriminate against any individual with respect to hiring,  
8 compensation, terms or conditions of employment, nor will they limit, segregate or classify employees in any  
9 way to deprive any individual employee of employment opportunities pursuant to applicable Federal, State or  
10 local legislation.

11  
12 **6.2 Bonds**

13  
14 The Employer shall not require any employee to give bond.

15  
16 **6.3 Hire Rate**

17  
18 The General Manager, with approval of the Human Resources Director will have the ability to hire new employees at  
19 any step of the pay scale as deemed appropriate to recognize the experience level of the applicant.

20  
21 **6.4 Probationary Period**

22  
23 A. There shall be a probationary period of six (6) months for all new employees hired for regular positions. This  
24 period may be extended by mutual agreement between the Employer and the Union.

25  
26 B. Temporary employees who are hired on a regular basis prior to working 1000 hours in a twelve (12) month  
27 period shall be required to serve the full probationary period provided for in Paragraph "A" above, regardless  
28 of the number of hours they worked as a temporary employee.

29  
30 **6.5 Seniority**

31  
32 A. Unless otherwise modified elsewhere in this Agreement, seniority rights shall prevail. Seniority for all  
33 employees shall prevail on the following basis.

- 34  
35 1. Full-time Drivers.  
36 2. Part-time Drivers.  
37 3. Maintenance employees.  
38 4. Office clerical employees.

39  
40 Seniority lists of employees shall be posted in a conspicuous place. Any disagreement concerning an  
41 employee's seniority shall be subject to the grievance procedure.

42  
43 B. Seniority for regular employees shall be determined by the length of service of the employee and shall  
44 commence upon completion of training (driver place in-service). If an employee attains regular full-time status  
45 and is later involuntarily reduced to part-time, that employee shall be considered to have more seniority for all  
46 purposes than any other part-time employee. An employee who voluntarily reduces to part-time shall be  
47 placed on the part-time seniority list based on original date of hire, but not higher on that list than any  
48 employee who was involuntarily reduced to part-time. An employee's seniority is nullified in the following  
49 circumstances.

- 50  
51 1. The employee is laid off and not re-employed within two (2) years from the date of layoff.  
52 2. The employee fails to return to duty when recalled from layoff as herein provided.  
53 3. The employee leaves the Employer of the employee's own volition.  
54 4. The employee is discharged for just cause and not subsequently reinstated.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54

C. Seniority lists of all employees covered by this Agreement shall be furnished by the Employer to the Union upon request.

**6.6 Job Posting**

A. Qualification Standards.

1. Job postings shall include the qualification standards for the position, where such standards have been developed.
2. The Employer will provide qualification standards to the Union before utilizing them in the posting procedure. The standards shall not be arbitrary and capricious. The Union reserves the right to grieve the reasonableness of the standards.

B. For purposes of this Article, the "Divisions" shall be as follows.

1. Full-time and part-time drivers.
2. Maintenance employees.
3. Office clerical employees.

C. Posting Procedure.

A new job or vacancy shall be filled as follows.

1. Posted on the bulletin board for five (5) working days.
2. The Steward will be furnished copies of the original and the completed postings.
3. Employees desiring posted job shall sign such notice.
4. The employee oldest in seniority within the Division who meets the qualification standards of the position shall be eligible for the trial period. If no standards are included in the posting, the employee oldest in seniority in the Division shall be eligible for the trial period.

D. Trial Periods.

1. Employees may request to return to their prior position during the first ten (10) working days of the trial period. A request to return shall be honored within two (2) weeks.
2. A trial period in which to qualify for the job shall be given as follows.
  - a. For vacancies in the Master Mechanic and Communication Technician classifications the trial period shall be up to sixty (60) days. This initial sixty (60) day trial period may be extended to one hundred twenty (120) days upon written request by the Employer to the Union prior to the expiration of the initial period.
  - b. For vacancies in all other classifications the trial period shall be up to thirty (30) days. This initial thirty (30) day trial period may be extended to sixty (60) days upon written request by the Employer to the Union prior to the expiration of the initial period.
3. Employees serving a trial period shall not be eligible to sign a job posting for a different position during that trial period.

E. Any new job or vacancy shall initially be posted only in the Division where the vacancy occurs. Any vacancy not filled from within a Division shall be posted department wide before a new employee is hired. Such posting may be made simultaneously with the posting provided for in Paragraph "C" above if the Employer determines it would be proper to do so to expedite the process. These postings shall be as provided in Paragraph "C" above.

F. Temporary vacancies will be filled as follows.

- 1 1. The Employer retains the right to determine which temporary vacancies will be filled on a case-by-case  
2 basis. The Employer will not, however, utilize the temporary vacancy provision to fill vacancies caused  
3 solely by employee vacations or to circumvent the procedures set forth in Paragraph "C" above.  
4
- 5 2. Temporary vacancies shall be posted on the bulletin board for five (5) working days. If a full-time driver  
6 vacancy is to be filled during a bid period, the Employer will simultaneously post the full-time vacancy and  
7 anticipated vacancies for part-time drivers.  
8
- 9 3. The procedure for filling full-time vacancies will be handled on a case-by-case basis. One (1) of the two  
10 (2) options listed below will be followed however, any permanent schedule changes involving the open  
11 bid will remain in effect for the balance of the bid period:
  - 12 a. If the duration of the temporary vacancy is known, and sufficient time is available to justify doing so,  
13 employees will be asked in seniority order, from the vacancy down, if they wish to take the open bid.  
14 The employee who is promoted to fill the temporary vacancy will be assigned to fill the bid that  
15 remains.
  - 16 b. If the particular case makes it impractical to perform the administrative reshuffle, the partner of the  
17 absent driver will be offered partner's rights, as defined below, for the entire duration of the vacancy.  
18 When a driver takes partner's rights in such a case it will be considered a permanent schedule  
19 change, thus allowing the driver to make other schedule changes as desired. The employee who is  
20 promoted to fill the temporary vacancy will be assigned the bid that remains.

21  
22 Partner's Rights: Partners are drivers who operate the same run. If a partner is going to be  
23 scheduled off (vacation, PTO. Floating holiday, sick leave, etc.) and it is known by 10:00 a.m. of the  
24 previous day (10:00 a.m. Friday for Saturday, Sunday, and Monday) the daily partner has first choice  
25 to the work schedule of the open run, however, weekly partners rights take precedence over daily  
26 partner's rights. When more than two people work a run, the most senior partner shall have first  
27 choice to the open work. The partner requesting daily partners rights must already be scheduled to  
28 work that day.  
29

- 30 4. When part-time vacancies are filled, employees will be asked in order of seniority, from the vacancy  
31 down, if they wish to take the open bid. The newest person hired will be assigned to the bid that remains.  
32 This procedure will also be handled administratively, in lieu of formal re-bidding.  
33
  - 34 5. All affected employees will revert to their previous status and work assignment under the following  
35 circumstances.
    - 36 a. When the employee whose absence created the temporary vacancy returns to work.
    - 37 b. With the effective date of the next run bid period.
  - 38
  - 39 6. If the Employer decides to leave any vacancies unfilled, the above administrative bidding procedure will  
40 not be followed and the remaining work will become available for stand-by drivers or for other employees.  
41
- 42 G. Vacancies may be filled for a maximum of six (6) working days without posting and without regard to seniority.  
43

#### 44 **6.7 Seniority Upon Promotion/Transfer**

##### 45 A. Non-Represented Position.

46  
47  
48 An employee assigned or promoted, with their consent, to a position with the Employer for which there is no  
49 bargaining agent and who subsequently is reassigned or voluntarily returns to work within this bargaining unit,  
50 provided the employee returns within one (1) year, shall not lose seniority as the result of such transfer or  
51 promotion, but shall accumulate seniority during the period thereof. Such employee, upon returning to work  
52 within this unit, shall be permitted to exercise their seniority to apply for any posted vacancy within the unit at  
53 the time of their return. If no vacancy exists at that time, the employee shall return to work available until such  
54 time as their seniority permits them to receive another job through posting. Any resulting layoffs shall be in

1 accordance with Article 6.8. The Union shall be notified in writing of such transfers or promotions. If the  
2 employee so transferred or promoted does not return to work in the bargaining unit within one (1) year from  
3 date of such transfer or promotion, the employee shall forfeit all accrued seniority.  
4

5 B. Represented Positions.  
6

7 Employees who voluntarily transfer to a lower rated position shall be paid at the step of the new position  
8 based on the employee's qualifications. This shall not apply to temporary positions.  
9

10 **6.8 Layoff Procedure**  
11

- 12 A. In laying off employees because of reduction in forces, the employees shortest in length of service in the  
13 bargaining unit shall be laid off first, provided those retained are capable of carrying on the Employer's usual  
14 operation.  
15
- 16 B. Full-time employees being laid off can bump a less senior employee in any position they are qualified to  
17 perform. All full-time employees shall be considered to have more seniority than part-time employees.  
18
- 19 C. If the employee who bumps under paragraph B. is unable to demonstrate their ability to do the job within (30)  
20 days, the employee will have the option to bump another less senior employee in a different classification and  
21 must demonstrate their ability to do the job within thirty (30) days. If unable to demonstrate their ability to do  
22 the job the employee will be laid off.  
23
- 24 D. Employees who bump shall have the option to return to their original position for a period of two (2) years  
25 from the date they exercised their option to bump.  
26
- 27 E. Employees who exercise their option to bump to a higher paid classification will be placed, on the salary  
28 schedule, at the next higher rate in the new classification. Employees who exercise their option to bump to a  
29 lower paid classification will be placed, on the salary schedule, based on the employee's qualifications.  
30

31 **6.9 Recall Procedure**  
32

- 33 A. In re-employing those who have been laid off because of a reduction in forces, the employees on the seniority  
34 list having the greatest length of service in the bargaining unit shall be called back first, provided they are  
35 qualified to perform the available work.  
36
- 37 B. A laid off employee shall be given notice of recall by a call to the employee's phone from the recorded line.  
38 The employee must respond to such notice within three (3) days after receipt thereof and must actually report  
39 to work in seven (7) days after receipt of such notice unless otherwise mutually agreed to. This notice  
40 requirement may be waived by the employee in writing, at the time of layoff, provided that copy of such waiver  
41 is sent to the Union.  
42  
43  
44

ARTICLE 7  
DISCIPLINE

**7.1 Warning Notices**

- A. The Employer shall not suspend or discharge an employee without just cause and shall give at least one warning notice of the complaint against such employee to the employee in writing, and a copy of same to the Union, except that no warning notice need be given in the following cases.
1. Dishonesty.
  2. Drunkenness, drinking, testing positive for or being in possession of alcoholic beverages while on duty and/or on Valley Transit property or when in uniform in a public place provided, however, that the purchase of sealed package goods while in uniform or having such beverages in a locked personal vehicle shall not be considered "possession" for purposes of this Paragraph. Discipline for drunkenness or results of a positive test shall be governed by the provisions of Article 10.2.
  3. Use of, testing positive for, or in possession of any controlled substance while on duty and/or on Valley Transit property or when in uniform in a public place, unless such substance has been legally prescribed. The provisions of Article 10.1 shall be utilized to determine if the results of a test are positive.
  4. Recklessness or endangering others while on duty.
  5. Miss-outs, as defined in Article 13.2.
  6. Failure to report an accident, if the driver is aware of the accident.
  7. Rape, sexual assault or attempted rape or sexual assault as specified in State Statutes Sec. 940.225.
- B. The warning notice as herein provided shall not remain in effect for more than one hundred and eighty (180) days from date of issuance, except that warning notices relating to accidents or attendance issues shall remain in effect for one (1) year and records of suspension shall remain in effect for eighteen (18) months.

**7.2 Suspension or 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.

**7.3 Reinstatement**

The employee may be reinstated under other conditions agreed upon by the Employer and the Union or pursuant to the terms of an arbitration award. Failure to agree shall be cause for the matter to be submitted to arbitration as provided in Article 9 of this Agreement.

**7.4 Time Limits**

Employees shall be notified of disciplinary action within ten (10) working days of the incident or the Employer's knowledge of the incident, or in a matter relating to an accident, within ten (10) 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.

1  
2  
3 ARTICLE 8  
4 GRIEVANCE PROCEDURES

5 **8.1 Time Limits**  
6

7 Any grievance must be presented in writing within ten (10) working days of its occurrence or discovery or it shall not  
8 be subject to the grievance procedure. Working days are any week days excluding Saturdays, Sundays, and  
9 holidays.

10  
11 **8.2 Grievance Hearing Steps**  
12

13 A grievance shall be processed as follows.  
14

- 15 A. A grievance shall be reduced to writing and submitted in person to the employee's supervisor. The supervisor  
16 will have up to seven (7) working days, from the date that the grievance was first officially submitted, to  
17 schedule a Step 1 hearing and discuss with the employee and the Steward, if requested, the basis for the  
18 grievance. The supervisor shall then respond in writing within seven (7) working days to the status of the  
19 grievance. If the grievance is not resolved, the grievance shall be taken to Step 2 provided it is done within  
20 five (5) working days from the date that the employee officially receives the supervisor's written decision.  
21
- 22 B. The Steward shall then present the grievance to the General Manager and/or designee. The General  
23 Manager will have up to five (5) working days, from the date of the Steward's presentation, to schedule a Step  
24 2 hearing. He will meet with the Steward and the employee, if requested, and then respond in writing within  
25 seven (7) working days of such meeting. A copy of this response shall be provided to the Steward and the  
26 Local Union Office. If this solution is not satisfactory, the process shall move to Step 3, provided it is done  
27 within five (5) working days from the date the written statement is received by the Union.  
28
- 29 C. The Local Union shall then present the grievance to the Director of Human Resources and/or designee. The  
30 Director of Human Resources will have up to seven (7) working days, from the date of the Local Union's  
31 presentation, to schedule a Step 3 hearing. The Director of Human Resources or designee will meet with the  
32 Union and then respond in writing within seven (7) working days of such meeting. If the grievance is not  
33 satisfactorily resolved, either party may notify the other within five (5) working days from receipt of the written  
34 statement of their desire to arbitrate.  
35

36 ARTICLE 9  
37 ARBITRATION  
38

39 **9.1. Time Limits**  
40

41 Any grievance relative to the interpretation or application of this Agreement, which cannot be adjusted by conciliation  
42 between the parties, may be referred by either party hereto, within five (5) working days to the Wisconsin Employment  
43 Relations Commission for the appointment of a panel of five (5) arbitrators from its staff.  
44

45 **9.2 Authority of the Arbitrator**  
46

- 47 A. The arbitrator shall conduct hearings and receive testimony relating to the grievance and shall submit findings  
48 and decision. The decision of the arbitrator shall be final and binding on the employee, the Employer and the  
49 Union.  
50
- 51 B. It is understood that the arbitrator shall not have the authority to change, alter or modify any of the terms or  
52 provisions of this Agreement.  
53  
54

1  
2  
3 **9.3 Distribution of Costs**

- 4  
5 A. The expense of the arbitrator, and the WERC filing fee, shall be divided equally between the parties to this  
6 Agreement.  
7  
8 B. The grievant and up to one authorized representative as defined in Article 4.2 shall suffer no loss of pay for  
9 working hours spent at the arbitration hearing.

10  
11 **ARTICLE 10**  
12 **ALCOHOL AND DRUG USE**

13  
14 **10.1 Policy**

15  
16 The parties agree to comply with all State and Federal laws and regulations relating to the use of alcohol and other  
17 drugs. The City of Appleton Drug and Alcohol Free Workplace Policy shall be binding on both parties. The City  
18 agrees to notify the Union of any proposed changes to said policy and to negotiate any mandatory subjects of  
19 bargaining which may be contained in the changes, except that any changes required in order to meet the  
20 requirements of any State or Federal law or regulation may be made by the Employer, with or without prior notice. In  
21 cases where notice of the proposed change is not required, the City shall provide notice of the completed change to  
22 the Union within thirty (30) days of the change.

23  
24 **10.2 Discipline**

- 25  
26 A. Refusal of an employee to participate in any legal testing procedure for alcohol or drug intoxication shall  
27 constitute a presumption of intoxication and shall constitute the basis of discharge without the receipt of a  
28 prior warning letter.  
29  
30 B. If test results demonstrate the presence of any breath alcohol concentration, the employee shall be subject to  
31 discipline without receipt of a prior warning letter based on the following schedule.  
32  
33 1. Concentration equal to or above .04 of alcohol in 210 liters of breath -- discharge.  
34 2. Any concentration equal to or above .02 grams but less than .04 grams of alcohol in 210 liters of breath -  
35 - suspension without pay for the balance of the work day plus one day.  
36  
37 C. In addition to the above, any employee who has a breath alcohol concentration of less than .04 in 210 liters of  
38 breath shall be required, as a condition of continued employment, to submit to an assessment under the  
39 Employee Assistance Program and to comply fully with any recommendations made under that program.  
40  
41 D. Any employee who has been suspended pursuant to the above and who subsequently has a positive breath  
42 alcohol test shall be subject to immediate discharge. A breath alcohol level of less than .02 grams in 210  
43 liters of breath shall be considered a negative test.  
44  
45 E. If test results are positive for controlled substances, the employee shall be subject to discharge without  
46 receipt of a prior warning letter.  
47  
48 F. The parties agree that the results of an Evidential Breathalyzer Machine administered by an Occupational  
49 Health Provider shall be presumed accurate, cannot be challenged and are not subject to the grievance  
50 procedure.  
51

1 **10.3 Leave of Absence – Prior to Testing**

- 2
- 3 A. An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment pursuant
- 4 to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the
- 5 commission of any act subject to disciplinary action.
- 6
- 7 B. The Employer shall give between thirty (30) and sixty (60) days prior written notice to an employee of the
- 8 Employer’s intention to request a test for drug use during a DOT physical examination. The employee may,
- 9 within five (5) days of receipt of such written notice, make written request for a leave of absence.
- 10
- 11 C. Such leaves of absence shall be granted on a one (1) time basis and shall be for a maximum of sixty (60)
- 12 days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the
- 13 benefits provided by this Agreement or Supplements thereto except continued accrual of seniority, nor does
- 14 this provision amend or alter the disciplinary provisions.
- 15
- 16 D. Employees requesting to return to work from a leave of absence for drug or alcohol use shall be subject to the
- 17 Return-To-Duty/Follow-Up Testing provision outlined in the City of Appleton Drug and Alcohol Free
- 18 Workplace Policy before returning to work. Failure to take the tests or to meet the standards of the testing
- 19 procedure shall be cause for discharge without a prior warning letter.
- 20

21 **ARTICLE 11**

22 **ACCIDENTS**

23

24 **11.1 Accident Reports**

25

26 Accident reports must be made out the day of occurrence, if possible to do so.

27

28 **11.2 Accident Review Committee**

29

- 30 A. An Accident Review Committee shall be maintained that consists of two (2) drivers elected for staggered
- 31 twenty-four (24) month terms (effective January 1, of even and odd years), two (2) management personnel,
- 32 and a neutral individual with experience in motor vehicle safety. Committee members or their substitute will
- 33 be paid for meetings in accordance with Article 16.7A.
- 34

35 If a driver member of the Accident Review Committee has an accident to be reviewed, a substitute member

36 will be appointed for that meeting. The substitute will generally be a former Committee member.

37

38 If an employee who has an accident being reviewed is working during the time that the review meeting is

39 held, that employee, upon request, will be relieved from their shift while their accident is being reviewed and

40 will not suffer any loss of pay to attend said meeting.

41

- 42 B. The Accident Review Committee shall determine if accidents were preventable or non-preventable.
- 43
- 44 1. A preventable accident shall be defined as any occurrence involving a Valley Transit vehicle in which the
- 45 employee failed to do everything they could have done to prevent the occurrence through reasonable
- 46 defensive driving practices.
- 47 2. The National Safety Council publication “A Guide to Determine Accident Preventability” shall be used in
- 48 determining whether accidents were preventable or non-preventable.
- 49
- 50 C. The following types of occurrences will be considered incidents and will not be subject to review by the
- 51 Accident Review Committee.
- 52

- 1 1. Collision Incident – Any collision occurrence caused by an act of nature (wind, water, hail, ice, snow) or  
2 by an object coming into contact with the bus that is beyond the reasonable control of the employee to  
3 avoid.

4 Examples: Tree limb falls on bus; caught in a hail storm; snowball thrown at bus; rock thrown up;  
5 ball rolls into street; bird flies into side of bus.

- 6 2. Passenger Fall Incidents –  
7 a. Any fall that occurs when the bus is parked and stationary.  
8 b. Any fall that occurs completely outside the bus.  
9 c. If a passenger falls while the bus is making a routine stop.

10  
11 A supervisor will document all passenger falls on the Supervisor's Incident Form. If the stop was not  
12 routine, the fall will continue to be handled through the Accident Review Committee.

13  
14 When an employee has accumulated three (3) passenger falls from routine stops in the preceding 365  
15 days, the fourth such fall will be submitted to the Accident Review Committee. If the fall is determined to  
16 have been a preventable accident, discipline will be based on that accident, not the prior incidents, and  
17 will follow normal progressive disciplinary procedures.

18  
19 All other types of occurrences will be treated as accidents.

- 20  
21 D. Minor accidents with fixed objects, (*i.e.*, mirror dings, bumper touches or scuffs, etc.), where serious public  
22 safety issues are not compromised, will not be reviewed by the Accident Review Committee. Instead they will  
23 be listed as a minor preventable accident resulting in discipline by means of a written oral warning. After  
24 three (3) accidents of this type within a three hundred sixty-five (365) day period, retraining will be conducted  
25 at the employee's regular hourly rate of pay with no loss of pay or suspension incurred. These accidents will  
26 not be subject to discipline under Section 11.3 Discipline of this Article in the Labor Agreement. (Note:  
27 Normally, written oral warnings do not remain in effect for three hundred sixty-five (365) days; see Article 7.1-  
28 B. However, in this particular situation, on a non-precedent setting basis, all written oral warnings  
29 documenting minor accidents as presented above will remain in effect for three hundred sixty-five (365) days  
30 from the date of the occurrence of a minor accident. These written oral warnings will be used exclusively as a  
31 tool or means to track the number of minor accidents a particular employee has in a three hundred sixty-five  
32 (365) day period. In addition, this specific written oral warning will not be used in any way for the purpose of  
33 further progressive discipline in the future, they merely cease to exist after the expiration of the  
34 aforementioned time limitation.)

35  
36 If an employee has four (4) such minor accidents within a three hundred sixty-five (365) day period, the fourth  
37 minor accident and all subsequent minor accidents over four (4) in a three hundred sixty-five (365) day period  
38 will be subject to the normal actions of the Accident Review Committee's guidelines for preventability and  
39 possible disciplinary action.

40  
41 The Union Steward will receive a legible copy of all written oral warnings pertaining to employees involved in  
42 minor accidents. The written oral warning will accurately detail the circumstances surrounding the chairman's  
43 decision. It will disclose the date of the minor accident and the number of current minor accidents that are  
44 active, if any.

- 45  
46 E. The Accident Review Committee, if agreed upon unanimously, can determine if any accident/incident or minor  
47 accidents shall be reviewed at all.  
48  
49 F. The determination of preventable or non-preventable by the Accident Review Committee shall not be subject  
50 to the grievance procedure.

51  
52 **11.3 Discipline**

- 53  
54 A. Employees who are involved in a preventable accident may be subject to discipline.

- 1  
2 B. The Employer shall have the option of retraining an employee in lieu of all or part of a suspension without pay  
3 for involvement in a preventable accident under the following conditions.  
4  
5 1. A normal schedule of progressive discipline that would have reasonably led to a suspension must be  
6 followed before the retraining option may be invoked. The disciplinary exception noted in Article 7.1-A, 4  
7 will still apply if appropriate.  
8 2. The retraining shall have the same weight and effect as the equivalent suspension would have had in any  
9 future progressive discipline.  
10 3. The hours spent in retraining will be considered equal to the same number of suspension hours.  
11 4. Unless different hours are mutually agreed upon, the retraining must be scheduled to coincide with the  
12 employee's normal shift for that day.  
13 5. An employee who is being retrained in lieu of suspension shall receive only one-half (1/2) their regular  
14 straight time hourly rate for all time spent in retraining.  
15  
16 C. A stand-by driver who is suspended as a result of a preventable accident shall have their guarantee reduced  
17 by eight (8) hours for each day of the suspension administered.  
18

19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41

ARTICLE 12  
SAFETY EQUIPMENT

22 **12.1 Furnishing of Equipment**

- 24 A. The Employer shall furnish all required safety equipment or protective clothing, except as hereinafter  
25 modified. The safety equipment or protective clothing furnished by the Employer shall be used only in the  
26 course of an employee's work.  
27  
28 B. Any employee who refuses or repeatedly fails to use the safety equipment furnished or required by the  
29 Employer shall be subject to disciplinary action.  
30

31 **12.2 Maximum Employer Contribution**

- 33 A. Any employee who is required by the Employer to wear safety glasses, shall, if the employee does not require  
34 corrective lenses, be provided with non-prescription safety glasses by the Employer. If such employee  
35 requires corrective lenses, the Employer shall contribute \$25.00 toward the glasses and if the employee  
36 requires bifocal lenses, the Employer shall contribute \$35.00 toward the glasses.  
37  
38 B. Any employee who is required by the Employer to wear safety shoes shall receive an annual allowance of  
39 fifty-five dollars (\$55) towards safety shoes. The annual allowance will be paid on the first paycheck in April  
40 each year.  
41

42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52

ARTICLE 13  
LATES AND MISS-OUTS

45 **13.1 Lates**

47 A "late" is defined as anytime an employee fails to punch in by the scheduled start of their shift but reports for work  
48 within two (2) hours after the scheduled starting time. The manner in which the employee is required to report for  
49 work and the discipline levied for a late will vary depending on the length of shift or piece of work involved.  
50

- 51 A. Reporting for Work  
52

1. For a shift or piece of work that is three (3) hours or more in duration, the employee must punch in within two (2) hours of the scheduled start or the employee will be considered a miss-out.
2. For a shift or piece of work that is less than three (3) hours in duration, the employee must either punch in or telephone the office at 832-5555 within two (2) hours of the scheduled start or the employee will be considered a miss-out.

B. Discipline.

1. A shift or piece of work three (3) hours or more duration:
  - a. An employee who punches in no more than five (5) minutes after the scheduled start time will be charged with a "late" but will be permitted to work the entire shift or piece of work.
  - b. An employee who punches in at least six (6) minutes but less than two (2) hours after the scheduled start of the shift or piece of work will be charged with a "late", docked two (2) hours pay and will complete the remainder of the shift or piece of work.
2. A shift or piece of work less than three (3) hours in duration.
  - a. An employee who punches in no more than five (5) minutes after the scheduled start time will be charged with a "late" but will be permitted to work the entire shift or piece of work.
  - b. An employee who punches in or telephones at least six (6) minutes but less than two (2) hours after the scheduled start of shift or piece of work will be charged with a "late", will not work and will lose pay for the entire shift or piece of work.

A supervisor, at their discretion, may allow an employee who is late to go to work.

**13.2 Miss-outs**

A. Definition.

A "miss-out" is defined as follows.

1. Any time that an employee fails to punch in within two (2) hours of the scheduled start of the shift or piece of work of three (3) hours or more in duration.
2. Any time that an employee fails to either punch in or to telephone the office at 832-5555 within two (2) hours of the scheduled start of a shift or piece of work that is less than three (3) hours in duration.

B. Discipline.

1. If an employee misses-out, the employee shall not work the shift or piece of work that they missed-out on and will not receive any pay for it. The employee may fill in on their own or other runs in an emergency. If an employee misses-out on the first part of a work day that has two separate report times, the employee will be eligible to work starting with the second report time but will be subject to a second miss-out for that day. If there are not separate report times, the employee will not be eligible to work that day, except in an emergency, but will only be subject to one miss-out for that day.
2. In addition to not working their scheduled shift, an employee that misses-out may also be subject to suspension without pay depending on the number of miss-outs that employee has experienced during the previous twelve (12) months. Those suspensions will be imposed in accordance with the following schedule and served at the direction of the General Manager:

<u>NUMBER OF MISS-OUTS IN A 12 MONTH PERIOD</u>	<u>DAYS OF SUSPENSION</u>
1	0
2	1
3	1
4	1

3. If an employee accumulates five (5) miss-outs or any combination of seven (7) lates and/or miss-outs in a twelve (12) month period, the employee will automatically be discharged.
4. A stand-by driver who is suspended for miss-outs in accordance with Paragraph 2 above shall have their guarantee reduced by eight (8) hours for each day of suspension administered.

C. Exceptions for Lates and Miss-outs

1. Exceptions to the above late and/or miss-out policies will be granted if it is determined that one of the following applies.
  - a. The employee was late because they were using Valley Transit buses to get to work. The employee must have the driver of the bus that they are on notify the office via the two-way radio that they are on board and headed to the garage. When the employee punches in, they must complete and submit a payroll adjustment form giving a short explanation as to why there was a late report time punched. The employee will not be docked for any time lost and will be allowed to go to work.
  - b. The employee was late or missed out due to an unforeseeable occurrence, which is caused by nature and not by human negligence. The employee must notify the office at 832-5555 within two (2) hours after their scheduled report time. The employee was late or missed out because they were involved in an accident on the way to work. The employee must notify the office, (832-5555), within two (2) hours after their scheduled report time. In addition, the employee must obtain a copy of the police report as soon as possible and turn it into the office. If the employee is able to work, they will be allowed to punch in as soon as possible and finish their shift. When the office obtains a copy of the police report, the late or miss-out will be removed. If the employee is unable to work, they will have the late or miss-out removed and be allowed to use vacation, PTO, and/or floating holiday for all scheduled time lost after a copy of the police report has been provided to the office.
  - c. The employee was late or missed out because they rendered emergency care, in good faith, at the scene of any accident on the way to work, *i.e.*, Wisconsin's Good Samaritan Law – 895.48. The employee must notify the office, (832-5555), within two (2) hours after their scheduled report time. In addition, the employee must obtain a copy of the police report as soon as possible and turn it into the office. If the employee is able to work, they will be allowed to punch in as soon as possible and finish their shift. When the office obtains a copy of the police report, the late or miss-out will be removed. If the employee is unable to work, they will have the late or miss-out removed and be allowed to use vacation, PTO and/or floating holiday for all scheduled time lost after a copy of the police report has been provided to the office.
2. In such situations the employee must call Dispatch (832-5555) as soon as possible and indicate whether or not and when they can get to work.
3. If the employee is able to get to work, they will be docked the time not worked or two (2) hours, whichever is greater, and then be allowed to complete their shift.
4. The employee will not be charged with a late or a miss-out under the above exceptions and any hours not worked will be recorded as "other non-chargeable" on the employee's attendance record.

ARTICLE 14  
MISCELLANEOUS GENERAL PROVISIONS

**14.1 Physical Examinations**

The Employer shall pay the cost of any physical examination including Federal Medical Physical Exams, which it requires of any employee. The Employer shall not be responsible for the cost of any medical follow-up exams with personal physicians as a result of any employer required exam.

1 **14.2 Letters of Reference**

2

3 The Employer agrees to furnish upon request a letter of reference to the respective employee at the time of  
4 termination.

5

6 **14.3 Reimbursement of Job-related Schooling**

7

8 The Employer shall pay for any job-related schooling, which it requires of employees. Employees who successfully  
9 complete other job-related continuing education courses shall be reimbursed for one-half (1/2) the cost of tuition and  
10 books subject to available funds. The City's reimbursement for each class will be based on the UW System rates.  
11 Participation in such courses must be approved, in advance, by the Department Head and the Director of Human  
12 Resources. Successful completion shall mean a passing grade if the course or program is graded on a pass/fail basis  
13 or a grade of "C" or better if letter grades are issued.

14

15 **14.4 Inclement Weather**

16

17 During periods of inclement weather, the Mayor and/or designee may deem it appropriate for safety reasons to direct  
18 non-essential personnel not to report for work or to send such employees home.

19

20 Employees who are sent home will be paid in accordance with the Labor Agreement. Employees who are directed  
21 not to report shall not be paid, unless they choose to use pre-earned compensatory, vacation, PTO or floating holiday  
22 time.

23

24 **14.5 Commercial Drivers License (CDL)**

25

26 Valley Transit agrees to pay the difference between the renewal cost of a regular driver's license and the renewal cost  
27 of the CDL for all employees required to hold a CDL.

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52

**PART B**  
**EMPLOYEE COMPENSATION AND BENEFITS**

ARTICLE 15  
HOURS OF WORK

**15.1 Work Day**

The work day is defined as a twenty-four (24) hour period beginning at 12:01 AM.

**15.2 Work Week**

The work week begins at 12:01 AM Sunday.

**15.3 Drivers**

The normal work week for full-time drivers will be forty (40) hours.

**15.4 Maintenance/Office Employees**

- A. The work week for full-time maintenance and office clerical personnel will be forty (40) hours based on five (5) days of eight (8) hours each scheduled from Monday to Saturday, unless otherwise mutually agreed upon.
- B. When mutually agreed upon by the Employer and the employee, full-time maintenance and office clerical employees may work a forty (40) hour week that consists of some schedule other than the five (5) eight (8) hour days. In such circumstances, the work days must still be scheduled from Monday to Saturday, but no restrictions shall apply to starting or ending times.

**15.5 Part-time Employees**

The work week for part-time employees will be scheduled according to the needs of the transit system.

**15.6 Hours of Work**

Changes to the schedule may be made by mutual agreement between the Department Head and a majority of the affected employees. The Union shall determine if a majority agrees to the change and will so notify the Employer.

ARTICLE 16  
COMPENSATION

**16.1 Pay Period**

All hourly paid employees shall be paid bi-weekly, every other Thursday. If a holiday falls on a day, Monday through Thursday, payday shall be on Friday. Each pay period ends at midnight the Saturday preceding payday. All employees shall be required to participate in direct deposit.

**16.2 Job Classifications and Hourly Rates**

- A. Job classifications and compensation are set forth in Exhibit "A", attached hereto, and made a part of this Agreement.

- 1 B. When employees work on a job calling for a lesser rate of pay than the job in which they were classified, they  
2 shall continue to receive their classified rate.  
3

4 **16.3 Longevity Pay Schedule**  
5

- 6 A. All regular full-time employees who have completed five (5) to ten (10) years of service will receive an  
7 additional six cents (\$.06) per hour added to their base rate.  
8  
9 B. All regular full-time employees who have completed ten (10) or more years of service will receive an  
10 additional ten cents (\$.10) per hour added to their base rate.  
11  
12 C. Longevity will be based upon the date the employee was hired.  
13  
14 D. All regular full-time employees with that many years of service with the city in another classification(s) but  
15 fewer years in the classification to which this schedule applies, shall have the identical differential added to  
16 the applicable base pay step.  
17

18 **16.4 Minimum Guarantee**  
19

- 20 A. An employee who reports for work as scheduled and remains available for work shall receive two (2) hours  
21 pay or pay for actual hours worked, whichever is greater. The use of employees to perform work in their  
22 classification for the entire two (2) hour guarantee period will not be subject to challenge under the grievance  
23 procedure.  
24  
25 B. Employees called back for emergency work after leaving the premises shall receive two (2) hours pay at their  
26 regular rate or pay for actual hours worked, whichever is greater.  
27  
28 C. Employees who are requested to continue work after punching out but before leaving the premises shall  
29 receive two (2) hours pay at their regular rate or pay for actual hours worked, whichever is greater, provided  
30 that thirty (30) or more minutes have elapsed since punching out. If less than thirty (30) minutes have  
31 elapsed, such employees shall be considered to have worked through this period and shall be paid  
32 accordingly but shall not be eligible for the above two (2) hour minimum.  
33

34 **16.5 Overtime**  
35

- 36 A. One and one-half (1 ½) times the base pay shall be paid for all hours worked in excess of forty (40) hours per  
37 week for drivers, maintenance and office clerical employees.  
38  
39 B. Time off on paid leave, except sick leave, shall be considered as hours worked for overtime purposes.  
40  
41 C. Two (2) times the base pay shall be paid for all hours worked on Sunday.  
42  
43 D. Clerical employees shall have the option of taking payment for overtime worked in cash or in time off, subject  
44 to the following conditions.  
45  
46 1. The maximum allowable accumulation of compensatory time will be twenty-four (24) hours.  
47 2. Compensatory time must be used within sixty (60) days of accrual or it will be paid out at the rate in  
48 effect at the time of accrual.  
49 3. Compensatory time can be taken in periods of full days or less but the scheduling will be subject to  
50 the following restrictions.  
51 a. It must be scheduled by mutual agreement between the employee and the Employer.  
52 b. It can be used only during those periods of time when another clerical employee is regularly  
53 scheduled to work or when it is agreed to by all clerical employees that the overtime created  
54 by the shift vacancy can be worked by a part-time clerical employee.

- 1 4. If compensatory time is used in place of sick leave when that employee is sick, such usage shall be  
2 weighted as if it were sick leave when computing, following Valley Transit's Attendance Policy, an  
3 employee's overall attendance for the Attendance Incentive Pay program and the Annual Attendance  
4 Evaluation.  
5

6 **16.6 Attendance Incentive Pay**  
7

- 8 A. Full-time employees who have one (1) day and one (1) or fewer occurrences of chargeable absence in a  
9 calendar year according to Valley Transit's Attendance Policy shall receive a lump sum payment of one  
10 hundred twenty dollars (\$120). Full-time employees who have more than one (1) day but not more than  
11 twenty-four (24) hours and three (3) or fewer occurrences in a calendar year shall receive a lump sum  
12 payment of sixty dollars (\$60).  
13  
14 B. Part-time employees who have one day (1) and one (1) or fewer occurrences of chargeable absence in a  
15 calendar year according to Valley Transit's Attendance Policy shall receive a lump sum payment of seventy  
16 dollars (\$70). Part-time employees who have more than one (1) day but not more than fifteen (15) hours and  
17 three (3) or fewer occurrences in a calendar year shall receive a lump sum payment of thirty-five dollars (\$35).  
18  
19 C. Such payment shall be made on the second payday of the subsequent year.  
20  
21 D. Valley Transit agrees that it will make no unilateral changes in its Attendance Policy that would affect the  
22 qualifying criteria for receiving attendance incentive pay described above.  
23

24 **16.7 Payment for Attendance at Meetings**  
25

- 26 A. All employees who are required to attend mandatory meetings, shall be paid. Employer does not deem  
27 attendance at Accident Review Committee or grievance hearings as mandatory.  
28  
29 B. Shop Committee members who attend meetings relating to Valley Transit's Employee Manual or contract  
30 negotiations shall be paid for every other meeting. Shop Committee members will suffer no loss of wages for  
31 attendance at meetings held during working hours.  
32  
33 C. The Steward or his designee shall be paid for all meetings relating to disciplinary matters, grievances, or  
34 investigating public complaints of all represented employees when requested by the Employer.  
35  
36 D. The Employer shall attempt, where possible, to reasonably accommodate the employee's personal schedule  
37 when paid or unpaid meetings are held outside normal working hours.  
38

39 **ARTICLE 17**  
40 **ELIGIBILITY FOR BENEFITS**  
41

42 **17.1 Part-time Employees**  
43

44 Except as modified elsewhere in this Agreement, part-time employees as defined below shall not receive any fringe  
45 benefits of this Agreement. Part-time employees are defined as those employees who are regularly scheduled to  
46 work less than thirty (30) hours per week.  
47

48 **17.2 Temporary Full-time Employees**  
49

- 50 A. Part-time employees who fill temporary full-time vacancies shall receive the appropriate full-time wage rate  
51 upon filling the vacancy, but no other benefits afforded to full-time employees unless they fill that vacancy for  
52 more than sixty (60) consecutive calendar days.  
53

- 1 B. In the event an employee fills a temporary vacancy for more than sixty (60) consecutive days, that employee  
 2 shall receive benefits as follows.  
 3
- 4 1. Six hours of sick leave per month of service in the full-time position. The employee shall accumulate  
 5 sick leave during the sixty (60) day period but shall not be eligible to use sick leave until after that  
 6 period. If the employee has sick leave accumulated at the time they return to the part-time position,  
 7 they shall be eligible to use sick leave in that position. This provision shall not apply to employees  
 8 hired after January 1, 2021.
  - 9 2. Holiday pay for holidays that fall after the sixty (60) day period while the employee is still in the full-  
 10 time position and, in addition, a pro-rata portion of the six floating holidays, based on time worked in  
 11 the full-time position.
  - 12 3. Employer payment of group insurance premiums, if the employee elects to take such coverage.
  - 13 4. Hours worked in the full-time position will be utilized in determining the employee's vacation  
 14 entitlement for the following year.
  - 15 5. Sick leave cannot be used until all Paid Time Off (PTO) days have been exhausted unless otherwise  
 16 qualified under the Family Medical Leave Act.
- 17
- 18 C. An employee who successfully completes the sixty (60) day period will be considered as having satisfied the  
 19 probationary period for full-time employment in that classification in the future.  
 20
- 21 D. Employees who have once met the sixty (60) day temporary vacancy minimum in a given classification will be  
 22 eligible for the above described benefits from the first day on any subsequent occasions that they fill a  
 23 temporary full-time vacancy in that same classification.  
 24

25 ARTICLE 18  
 26 HOLIDAYS  
 27

28 **18.1 Legal Holidays**  
 29

30 All regular full-time employees shall accrue eight (8) hours pay at their regular straight time hourly rate for the  
 31 following holidays irrespective of the day of the week on which they fall: New Year's Day; Memorial Day;  
 32 Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. These holidays will be celebrated on the  
 33 following dates:

	<u>2021</u>	<u>2022</u>	<u>2023</u>
34 New Year's Day	January 1	January 1	January 2
35 Memorial Day	May 31	May 30	May 29
36 Independence Day	July 5	July 4	July 4
37 Labor Day	September 6	September 5	September 4
38 Thanksgiving Day	November 25	November 24	November 23
39 Christmas Day	December 25	December 26	December 25

40  
 41  
 42 Benefits under this article are effective on the 61<sup>st</sup> calendar day of employment.  
 43

44 **18.2 Holiday Pay**  
 45

- 46 A. Any employees required to work on any of the aforementioned paid holidays shall receive two (2) times their  
 47 base pay for all hours worked in addition to the holiday pay.  
 48
- 49 B. If a holiday as defined in Article 18.1 falls during an employee's vacation, the employee shall be given the  
 50 option of receiving an additional eight (8) hours pay in that pay period or of receiving an additional day off to  
 51 be scheduled subject to management approval. The additional pay is not to be considered as hours worked  
 52 for overtime purposes.  
 53

- 1 C. If a holiday as defined in Article 18.1 falls on an employee's regularly scheduled day off, the employee shall  
 2 receive an additional eight (8) hours pay in that pay period. The additional pay is not to be considered as  
 3 hours worked for overtime purposes.  
 4  
 5 D. In order that employees be eligible for holiday pay, they must work their entire regularly scheduled work day  
 6 immediately preceding and following the holiday. Exceptions will be granted for employees who are on paid  
 7 leave, who are off as a result of an approved schedule change, or who are serving a waiting period under  
 8 Article 21.5.  
 9

10 **18.3 Floating Holidays**

- 11  
 12 A. In addition to the above legal holidays, all regular full-time employees shall receive forty-eight (48) hours at  
 13 their designated regular straight time hourly rate each calendar year to be designated as paid holidays. For  
 14 all holidays, legal or floating, the employee shall be paid for actual hours off duty.  
 15  
 16 B. Floating holiday hours must be taken in the calendar year they are earned or they will be forfeited except that  
 17 employees may be paid in cash for unused floating holiday balances of up to twenty-four (24) hours remaining  
 18 at the end of the calendar year payable on the paycheck that includes December 31. Such payment is not to  
 19 be considered as hours worked for overtime purposes.  
 20

21 **18.4 Proration of Floating Holidays for New, Terminating, and Laid Off Employees**

22  
 23 Floating holiday hours shall be prorated in the first year that an employee becomes eligible for holidays and in the  
 24 year an employee terminates for any reason, or is laid off, on the following basis:  
 25

<u>Eligibility Date</u>	<u>Termination or Layoff Date</u>	<u>Floating Holiday Hours for That Year</u>
During 1 <sup>st</sup> quarter	During 4 <sup>th</sup> quarter	48
During 2 <sup>nd</sup> quarter	During 3 <sup>rd</sup> quarter	36
During 3 <sup>rd</sup> quarter	During 2 <sup>nd</sup> quarter	24
During 4 <sup>th</sup> quarter	During 1 <sup>st</sup> quarter	12

33  
 34 The Employer is authorized to make the appropriate adjustments to the final paycheck of any employee who  
 35 terminates employment or is laid off and has utilized more floating holiday hours than they are entitled to under the  
 36 above schedule.  
 37

38 **18.5 Selection of Floating Holidays**

- 39  
 40 A. For employees who elect to combine their available floating holiday hours to take a full week off, seniority  
 41 shall determine the order of selection as specified in Article 20.3-B,3.  
 42  
 43 B. All other floating holidays shall be selected on a first come, first served basis with proper notice. Unless this  
 44 requirement is specifically waived by the Employer, however, the office must be notified in writing by the  
 45 employee no later than five (5) calendar days in advance of the requested holiday for maintenance and office  
 46 employees and two (2) calendar days in advance for drivers. Employees who are on vacation or long-term  
 47 disability and are physically unable to report to the garage will be allowed to select floating holidays by calling  
 48 on the recorded line (832-5555).  
 49

ARTICLE 19  
PAID TIME OFF (PTO)

**19.1 Paid Time Off (PTO):**

Full-time employees hired prior to January 1, 2021 shall receive three (3) PTO days January 1 of each year to be used as paid time off. 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 31<sup>st</sup> 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). Such payment is not to be considered as hours worked for overtime purposes. An employee choosing to have unused PTO paid to the PEHP of HSA shall complete and submit the appropriate departmental form prior to year end.

**19.2 PTO Requests**

Any request made for PTO days shall follow the normal procedure for the type of leave being requested. (e.g. vacation, floating holidays and sick leave must follow the normal guidelines used for requesting that type of benefit)

**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

For employee 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

Employees who use more PTO than they are entitled to in the year they leave employment shall owe the City the time back, unless the employee leaves employment as a result of a physician certified disability.

**19.4 Mechanics & Communication Technicians**

For Mechanics and Communication Technicians, PTO days shall be charged in a minimum of two (2) hour increments and for Driver's a full shift pursuant to Article 36.3 Paid Leave.

ARTICLE 20  
VACATIONS

**20.1 Vacation Entitlement**

A. Full-time Employees.

1  
2 1. Employees shall receive vacation each year according to the following entitlement  
3 schedule:

<u>AT LEAST</u>	<u>BUT LESS THAN</u>	<u>VACATION</u>
1 year of service	2 years	1 week
2 years of service	6 years	2 weeks
6 years of service	8 years	2 weeks plus 2 days
8 years of service	12 years	3 weeks
12 years of service	20 years	4 weeks
20 years of service	26 years	5 weeks
26 years of service	27 years	5 weeks plus 1 day
27 years of service	28 years	5 weeks plus 2 days
28 years of service	29 years	5 weeks plus 3 days
29 years of service	30 years	5 weeks plus 4 days
Over 30 years of service		6 weeks

18  
19 2. Vacation entitlement shall be determined on a calendar year basis, subject to the following  
20 conditions.

- 21  
22 a. Employees will be eligible for their first paid vacation as of the first anniversary of their date of  
23 hire. After qualifying for their first vacation, employees will be eligible for future vacations as of  
24 January 1 of each calendar year.
- 25 b. If an employee qualifies for a one (1), two (2), three (3), four (4) or five (5) week vacation as of  
26 January 1 and completes the service necessary for an additional week or day(s) of vacation later  
27 in that calendar year, such employee shall receive the additional vacation after their anniversary  
28 date and shall thereafter be eligible for such increased vacation as of January 1 of each  
29 succeeding calendar year. The additional week or day(s) will not be used in calculation of the full  
30 week selection requirement in the first year. (See Article 20.1C.)

31  
32 B. One half of an employee's vacation must be taken in periods of full weeks, except that for employees with an  
33 odd number of weeks, the calculation of one half shall be rounded down to the next lower number of full  
34 weeks. Such selection must be made during the full week bidding period.

<u>Examples:</u>	<u>Vacation Entitlement</u>	<u>Required Selection</u>
	1 week	0
	2 weeks	1
	3 weeks	1
	4 weeks	2
	5 weeks	2
	6 weeks	3

1 **20.2 Vacation Pay**

- 2
- 3 A. All regular full-time employees shall receive forty (40) hours pay at their regular straight time rate for each
- 4 week of vacation taken. Vacation periods of less than a full week shall be charged on the basis of scheduled
- 5 hours off.
- 6
- 7 B. Vacation must be taken in the calendar year it is earned or it will be forfeited, except that up to forty (40) hours
- 8 of unused vacation may be paid to the Post Employment Health Plan (PEHP) or Health Savings Account
- 9 (HSA). Such payment is not to be considered as hours worked for overtime purposes. An employee choosing
- 10 to have unused vacation paid to the PEHP or HSA shall complete and submit the appropriate departmental
- 11 form prior to year end.
- 12
- 13 C. Employees who resign their employment with proper notice shall be eligible for a lump sum payout of their
- 14 vacation balance. For purposes of this provision, proper notice shall be defined as two (2) weeks.
- 15

16

17 **20.3 Vacation Bidding**

- 18
- 19 A. Bidding Periods.
- 20
- 21 1. Maintenance and Office Employees.
- 22 Vacations for each calendar year will be bid by seniority beginning December 1 preceding the year
- 23 vacations are to run. Each employee will have forty-eight (48) hours to select their vacation.
- 24
- 25 2. Drivers.
- 26 a. The bidding of full weeks of vacation for the months of January through April will be open to all drivers
- 27 during the first full week of the preceding November. All such bids received will be processed in
- 28 seniority order and posted to the master vacation schedule as soon as possible, but no later than one
- 29 week after the conclusion of the bidding. Once the full week bidding for January through April has
- 30 been completed and posted, the selection of individual days for those months will be opened up on a
- 31 first come, first served basis.
- 32 b. The bidding of full weeks of vacation for the balance of the calendar year will be done by seniority
- 33 beginning the first full week of January. Drivers will be grouped by seniority in blocks of four (4) and
- 34 each group will have seventy-two (72) hours to select their vacation. A calendar will be posted
- 35 showing each group and the date their bid is due. If any request has to be denied, the driver involved
- 36 will have an additional twenty-four (24) hours to select an alternate week.
- 37 c. The use of a group bidding procedure shall apply only to vacation bidding and shall not impact on the
- 38 bidding of runs.
- 39
- 40 B. Vacation Bidding Procedures – Weeks
- 41
- 42 1. To bid vacation time the employee must correctly and completely fill out the proper request form, punch it
- 43 in the time clock, and must personally turn it in to the office. Exceptions to this procedure will be granted
- 44 for employees who are on authorized leave. Under these conditions, the employees may leave their
- 45 completed form with the Steward or office or may call in their request on the recorded line (832-5555).
- 46
- 47 2. Any employee who does not bid their vacation by 10:00 a.m. on the designated day will lose their turn and
- 48 be passed up. The employee may re-enter the bidding later, but only from the point to which the bidding
- 49 has then progressed as determined by the last employee to have actually turned in a time-punched
- 50 request. For the purpose of defining within seventy-two (72) hours, vacation bidding may be done
- 51 Monday through Friday, excepting legal holidays, from 5:00 a.m. to 11:00 p.m.
- 52
- 53 Once a driver has submitted a request his turn is over and he cannot submit additional requests later in
- 54 the bidding.

1  
2 If the previous group's bids were due at noon on Friday, the next group will have until noon on  
3 Wednesday to bid.  
4

- 5 3. Also included on the calendar will be a designated one (1) week period between the end of the full week  
6 bidding and prior to the start of individual day bidding during which all employees may submit requests to  
7 do any of the following:

- 8  
9 a. Cancel previously bid weeks of vacation (in accordance with Article 20.3-F).  
10 b. Bid additional full weeks of vacation.  
11 c. Select additional full weeks of time off by combining available floating holiday hours.  
12

13 All such requests received during the designated week will be processed by seniority within the order  
14 of priority assigned to each type of request above.  
15

- 16 4. Selection of vacation by seniority shall apply only to full weeks of vacation and such bid vacation shall  
17 have preference over floating holiday and PTO requests. If an employee does not select all of their  
18 vacation during this original bidding period, the employee will not be permitted at a later date to bump a  
19 less senior employee who has already selected vacation.  
20

21 C. Vacation Bidding – Days  
22

23 1. Maintenance & Office Employees  
24

- 25 a. Employees, in seniority order within their division, will have twenty-four (24) hours to select up to two  
26 (2) individual days of vacation, PTO or floating holiday. A calendar will be posted identifying the day  
27 their requests are due. All requests must be submitted by 10:00 a.m. on the designated day. To  
28 assist in accelerating the process, each employee may list up to five (5) selections in priority order on  
29 their request form. If two (2) of the selections cannot be accommodated, the employee will have an  
30 additional twenty-four (24) hours to make alternate selections. Any employee who does not make a  
31 selection within the allotted twenty-four (24) hours will lose their turn and be passed up. The  
32 employee may re-enter the bidding later, but only from the point to which the selection has then  
33 progressed as determined by the last employee to have actually turned in a time-punched request.  
34 For the purpose of defining within twenty-four (24) hours, selection may be done Monday through  
35 Friday (except legal holidays) from 5:00 a.m. to 11:00 p.m.  
36

37 If the previous employee makes his selection on Friday, the employee will have until the same time  
38 on Monday to make their selection. To select vacation time, the employee must correctly and  
39 completely fill out the proper request form, punch it in the time clock, and must personally turn it in to  
40 the office. Exceptions to this procedure will be granted for employees who are on authorized leave.  
41 Under these conditions, the employees may leave their completed form with the Steward or Dispatch  
42 or may call in their request on the recorded line (832-5555).  
43

44 This process will continue for two full rotations of the entire seniority list. There will be one additional  
45 posting for the remaining available days. Employees may submit any remaining requests that they  
46 have by the date on the posting. Requests will be approved on a rotating seniority basis. One  
47 approved request at a time. The remaining vacancies will be opened on a first come, first served  
48 basis.  
49

50 In the event that previously bid vacation days are cancelled in accordance with Article 20.3-F, ample  
51 notification will be given to all affected employees of the renewed availability of these days. There will  
52 be an informational posting. Employees requesting those dates will complete and submit a Time Off  
53 Request by date on the posting. Requests will be approved on a rotating seniority basis, one  
54 requested day at a time.

- 1  
2           b. Once the specified period for bidding individual days is over, properly completed vacation requests  
3           may be submitted either personally by the employee or by someone else.  
4

5       2. Drivers  
6

7       Once the full week bidding has been completed including the week designated for cancellation and combining  
8       of vacation PTO and floating holiday time, no additional cancellations will be accepted until the individual day  
9       bidding is complete. Drivers will be grouped in blocks of five (5) and will have twenty-four (24) hours to select  
10       up to two (2) individual days of vacation, PTO or floating holiday. A calendar will be posted identifying the  
11       groups and the day their requests are due. All requests must be submitted by 10:00 a.m. on the designated  
12       day. To assist in accelerating the process, each driver will list up to five (5) selections in priority order on their  
13       request form. If two (2) of the selections cannot be accommodated, the driver will have an additional twenty-  
14       four (24) hours to make alternate selections.  
15

16       Any driver who does not make a selection within the allotted twenty-four (24) hours will lose their turn and be  
17       passed up. The driver may re-enter the bidding later, but only from the point to which the selection has then  
18       progressed as determined by the last employee to have actually turned in a time-punched request. For the  
19       purpose of defining within twenty-four (24) hours, selection may be done Monday through Friday (excepting  
20       legal holidays) from 5:00 a.m. to 11:00 p.m.  
21

22       If the previous driver makes their selection on Friday, the next group of drivers will have until the same time  
23       on Monday to make their selection. To select vacation time, the driver must correctly and completely fill out  
24       the proper request form, punch it in the time clock, and must personally turn it in to the office. Exceptions to  
25       this procedure will be granted for drivers who are on authorized leave. Under these conditions, the  
26       employees may leave their completed form with the Steward or Dispatch or may call in their request on the  
27       recorded line (832-5555).  
28

29       This process will be followed for four (4) full rotations of the entire seniority list. The remaining available  
30       vacancies will be posted and selected by seniority one at a time on a rotational basis.  
31

- 32       D. In the event that previously bid vacation days are cancelled in accordance with Article 20.3-F, ample  
33       notification will be given to all affected employees of the renewed availability of these days. There will be an  
34       informational posting. Employees requesting those days will complete and submit a Time Off Request by  
35       date on the posting. Requests will be approved on a rotating seniority basis, one requested day at a time.  
36
- 37       E. Vacation not scheduled at the time of the original bid, including vacation periods of less than one week, will be  
38       scheduled by mutual agreement between the Employer and the employee. Unless this requirement is  
39       specifically waived by the Employer, however, the office must be notified in writing by the employee no later  
40       than five (5) calendar days in advance of the requested starting date of the vacation for maintenance and  
41       office employees and two (2) calendar days in advance for drivers.  
42
- 43       F. Once a request has been approved, an employee may not cancel a day or week of vacation if that day or  
44       week has been bid full by the maximum number of employees allowed off in his Division. Any employee  
45       requesting to cancel all or part of a required full week of vacation must submit a request to schedule an  
46       alternate full week at that time. (See Article 20.1-C) If the alternate full week cannot be granted, the entire  
47       request will be denied. Exceptions will be granted, however, when individual days must be cancelled  
48       because of overbooking of time or when, as a result of run/shift bids or permanent schedule changes,  
49       previously bid days now fall on the employee's scheduled day off.  
50
- 51       G. The calendar week during which December 31 falls shall be available for bidding of full weeks of vacation in  
52       that year, unless December 31 is a Sunday. Vacation days used during that week shall be charged to the  
53       year in which they fall.  
54

1  
2 **20.4 Vacation Scheduling**  
3

- 4 A. No more than one (1) maintenance employee and one (1) clerical employee will be granted vacation or  
5 personal holiday on the same day unless more are approved by management. The maximum number of  
6 drivers allowed off will be determined by the following guidelines unless more are approved by management.  
7  
8 1. Seven (7) drivers will be allowed off on Saturdays during the summer bid period with the exception of Mile  
9 of Music and the Flag Day Parade.  
10 2. Five (5) drivers will be allowed off at all other times including Mile of Music and the Flag Day Parade.  
11  
12 B. The Employer reserves the right to adjust the vacation schedule in order to maintain service.  
13  
14 C. Employees may elect to utilize vacation time to compensate for regularly scheduled work day hours that are  
15 lost due to legal holidays or to school not being in session.  
16  
17 D. When an employee is on a full week of vacation or holiday they count as a vacancy each day regardless of  
18 actual work schedule.  
19

20 **ARTICLE 21**  
21 **SICK LEAVE**  
22

23 **21.1 Sick Leave Accrual**  
24

- 25 A. All regular full-time employees hired prior to January 1, 2021 shall accumulate sick leave with pay of six (6)  
26 hours for each month of service. Sick leave shall accumulate but not to exceed nine hundred sixty (960)  
27 hours. Employees hired after January 1, 2021 shall not be eligible for sick leave.  
28  
29 B. Benefits under this article are effective on the 61<sup>st</sup> calendar day of employment.  
30

31 **21.2 Eligible Uses**  
32

- 33 A. Employees may use sick leave in case of their personal illness or off-duty injury or illness or injury of  
34 members of the employee's immediate family living in the employee's residence when the employee's  
35 presence is required, within the following guidelines.  
36  
37 1. When reporting off sick, the employee will call personally and either tell the office or leave a message on  
38 the recording machine (832-5555) explaining the nature of the illness.  
39 2. The employee will keep their supervisor informed of their condition as stated on the physicians report or  
40 as requested by the Employer.  
41 3. The employee will permit the Employer to have made such medical examination or nursing visit as it  
42 deems desirable.  
43 4. An employee sick more than three (3) consecutive days must present a doctor's note upon return to work.  
44

45 **21.3 Ineligible Uses**  
46

47 Sick leave may not be used for absences resulting from injuries received while employed for money by another  
48 employer. This provision shall not apply to Family Medical Leave Act (FMLA) qualifying absences.  
49

50 Sick leave cannot be used until all Paid Time Off (PTO) days have been exhausted unless otherwise qualified under  
51 the Family Medical Leave Act.  
52  
53  
54

1  
2 **21.4 Employee Responsibilities**  
3

- 4 A. If a driver is sick or otherwise unable to come to work, they must call in at least sixty (60) minutes prior to the  
5 scheduled start of the shift or be subject to the "late" policy defined in Article 13.  
6  
7 B. It is expected that employees will maintain reasonable health standards and will not permit minor  
8 indispositions or illnesses to keep them away from work.  
9  
10 C. Unexplained absences, excessive absenteeism, or making false report of injury or illness may be causes for  
11 disciplinary action.  
12

13 **21.5 Waiting Period**  
14

- 15 A. Employees may be subject to a waiting period before they become eligible for paid sick leave. The waiting  
16 period will be based upon the number of occurrences of paid sick leave usage in accordance with the  
17 following schedule except that multiple absences resulting from the same Family Medical Leave occurrence  
18 will be treated as only one sick occurrence per calendar year. An occurrence is defined as one continuous,  
19 uninterrupted absence due to the reasons outlined in Article 21.2. Subsequent absences for the same illness  
20 or injury which occur when seven (7) calendar days or less have elapsed between the absences shall be  
21 considered to be the same occurrence, but only if the employee provides medical documentation that the  
22 absences were due to the same illness or injury, immediately upon their return to work.  
23  
24 1. First two (2) occurrences in six (6) months— no waiting period.  
25 2. Next two (2) occurrences in a calendar year – one (1) day waiting period for each occurrence.  
26 3. Next two (2) occurrences in a calendar year – two (2) day waiting period for each occurrence.  
27 4. All subsequent occurrences in a calendar year – three (3) day waiting period for each occurrence.  
28

29 **21.6 Sick Pay**  
30

31 Sick leave used shall be charged on the basis of scheduled hours off.  
32

33 **21.7 Payout Upon Retirement or Death**  
34

- 35 A. At the time of their retirement and if they qualify for an annuity under the Wisconsin Retirement Fund,  
36 employees shall receive payment for their unused sick leave up to a maximum of seven hundred twenty (720)  
37 hours. Such employees shall receive this payment in cash. Such payment shall be subject to the terms of  
38 Article 28.  
39  
40 B. In the event of the death of an employee, said employee's beneficiary as designated under the Wisconsin  
41 Retirement Fund shall be paid in cash for said employee's unused accumulated sick leave up to a maximum  
42 of seven hundred twenty (720) hours.  
43

44 **ARTICLE 22**  
45 **WORKER'S COMPENSATION BENEFITS**  
46

47 Employees receiving Worker's Compensation Benefits as a result of an on-the-job injury or accident shall receive  
48 benefits based on state worker's compensation laws, except that there shall be no cap on the weekly temporary total  
49 disability (TTD) payments.  
50  
51  
52  
53  
54

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

ARTICLE 23  
FUNERAL LEAVE

- 26  
27  
28  
29  
30  
31  
32  
33  
34
- A. 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.
  - B. In the case of the death of the employee's spouse or dependent child, the employee will be paid for scheduled time lost from the date of death but not to exceed five (5) consecutive scheduled work days at the employee's regular straight time rate, but not to exceed forty (40) hours.
  - C. In the case of the death of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, aunt, uncle or spouse's grandparents (other than those living in the employee's residence at the time of death), or in the event the employee is a pallbearer for a relative not listed herein, the employee will be paid for scheduled time lost for the day of the funeral, provided the employee attends the funeral, at the employee's regular straight time rate.
  - D. No funeral leave will be paid to any employee while on authorized leave. Employees are not eligible to use the benefits under this article until their sixty-first (61<sup>st</sup>) calendar day of employment.

35  
36  
37

ARTICLE 24  
MILITARY LEAVE

38  
39  
40  
41  
42  
43  
44  
45  
46

The Employer shall be governed by the Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended, as it applies to the employees covered hereunder. The Employer agrees to make up the difference between an employee's regular weekly earnings of forty (40) hours at the employee's straight time rate and the employee's military compensation for summer training for a period not in excess of two (2) weeks per calendar year. To receive such leave, the employee must file a copy of their order with the Human Resources Director/or designee prior to the leave beginning. In order to receive full pay the employee is required to, upon receipt of military pay submit the full military pay to the City payroll office. Employees, at their option, may request an unpaid leave of absence or may use paid time off for military leave and thereby retain the military pay.

47  
48  
49  
50  
51  
52  
53  
54

ARTICLE 25  
JURY/WITNESS DUTY

- A. Non-probationary regular full-time employees will receive full pay for any time lost while serving on jury duty or if subpoenaed on witness duty. The employee shall immediately notify the Employer upon receipt of a jury summons or subpoena. In order to receive full pay the employee is required to, upon receipt of jury or witness pay, submit their jury or witness pay to the City payroll office. The City payroll office will cash their check, retain the portion of the check representing per diem payments, and give the employee the mileage and meal reimbursement portions of the check. Employees, at their option, may request an unpaid leave of absence or may use vacation, PTO, or floating holiday for a day of jury or witness duty and thereby retain the jury pay as well as full pay for the full day(s).
- B. Witness Duty pay shall not apply to those circumstances where an employee is subpoenaed as a witness by their own attorney or where the employee is the plaintiff or a named defendant in the case. In order for an employee to be eligible for witness duty pay, the reason for being the witness must be related to their employment with the City of Appleton.

ARTICLE 26  
LEAVE OF ABSENCE

- 1  
2  
3  
4 A. Any employees who wish to absent themselves from their employment shall make application for such leave  
5 of absence as follows.  
6  
7 1. Submit a written request at least forty-eight (48) hours prior to the leave.  
8 2. For a leave not to exceed three (3) consecutive days, the request shall be made to the General Manager.  
9 3. For a leave in excess of three (3) consecutive days, the request shall be made to the Director of Human  
10 Resources through the General Manager.  
11  
12 B. A leave of absence shall be granted to any employee who has been delegated to perform a service for the  
13 Union, provided, however, it does not impair the operating efficiency of the respective employee's Division.  
14  
15 C. After any three (3) consecutive days of an unapproved absence, the Employer may declare a position vacant.  
16  
17 D. Leave of absence shall be without pay.  
18  
19 E. No leave of absence shall be granted an employee until such employee has made suitable arrangements with  
20 the General Manager for the continued payment of such employee's group insurance premium for the period  
21 of the leave of absence.  
22  
23 F. Failure to comply with the provisions of this Article shall result in the complete loss of seniority rights of the  
24 employee involved subject to the provisions of Paragraph "C" above. An employee's inability to work because  
25 of proven sickness or injury shall not result in the loss of seniority rights.  
26

ARTICLE 27  
HEALTH INSURANCE BENEFITS

27  
28  
29  
30 **27.1 Medical Plan**

31  
32 Employees shall pay the same contribution as non-represented employees on plans offered by the City to  
33 non-represented employees.  
34

35 **27.2 Dental Plan**

36  
37 Provided the employer offers a Dental Plan, employees shall pay the same contribution as non-represented  
38 employees on plans offered by the City to non-represented employees.  
39

40 **27.3 Part-time Employee Coverage**

41  
42 Part-time employees who work 30 or more hours and hold a benefited position shall be permitted to  
43 participate in the group insurance program at their own expense.  
44

45 **27.4 Retiree Coverage**

46  
47 Any retiring employee who qualifies for an annuity under the Wisconsin Retirement Fund, shall be offered a  
48 group Health Insurance plan but not necessarily the same plan as active employees coverage exclusive of  
49 Dental, at their own expense, until they are eligible for Medicare, provided that they exercise this option  
50 before or on their last day of work.  
51  
52  
53  
54

1 ARTICLE 28  
2 POST EMPLOYMENT HEALTH PLAN  
3

4 The City of Appleton agrees to participate in the Post Employment Health Plan for Collectively Bargained Public  
5 Employees. The Employer agrees to contribute to the Plan on behalf of employees represented by Teamster Union  
6 Local #662.  
7

8 For the term of this agreement, the Employer shall contribute for each eligible full-time employee the amount of \$10  
9 per month. In addition, upon retirement, the percent, as established by November 1 of the eligible employees  
10 accumulated paid leave balance that would have otherwise been paid to the eligible employee, had the Employer not  
11 participated in the Plan, shall be contributed to the Plan.  
12

13 Employees hired prior to 1/1/11 shall receive any accumulated sick leave above the 90 days to a maximum of 30  
14 additional days paid to the PEHP.  
15

16 In addition, the bargaining group each year may select what percent of eligible accumulated paid leave balance will be  
17 contributed to the plan.  
18

19 The percent contribution for retirees will be established annually by the group and will be used for the subsequent  
20 year. This elected percent contribution must be submitted to the Human Resource Director/or designee in writing  
21 prior to November 1 of each year.  
22

23 ARTICLE 29  
24 LIFE INSURANCE BENEFITS  
25

26 The Employer shall provide \$20,000 life insurance (A.D.D.) for all regular full-time employees.  
27

28 ARTICLE 30  
29 PENSION BENEFITS  
30

31 A. Employees agree to pay half of all actuarially required contributions for funding benefits under the retirement  
32 system.  
33

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54

**PART C**  
**SPECIAL PROVISIONS – DRIVERS**

ARTICLE 31  
SCHEDULE CHANGES

A. Four types of schedule changes are allowed as listed below:

1. Bid changes – are in effect for an entire bid period – are voided in a rebid (not in a reshuffle) – must be submitted within the specified period prior to the start of the bid.
2. Partner’s rights – a driver is allowed to take their partner’s open shift on a daily or weekly basis. The most senior primary partner has first choice; however, weekly partner’s rights take precedence over daily partner’s rights. The partner requesting daily partner’s rights must already be scheduled to work that day.
3. Switches - a switch is a schedule change between two or more drivers that lasts a maximum of one week.
4. Giveaways - driver may request to give a work day or shift away without receiving off-setting hours in return. Up to six (6) requests per calendar year will be granted. Available part time or stand-by drivers will fill the giveaway work.

B. General restrictions

1. Schedule change requests are subject to management approval.
2. Schedule changes will not be granted if they directly or indirectly result in overtime, “inversing” or additional report times.
3. Schedule change requests must be submitted by 10:00 A.M. the day before the request (Friday for Monday). Standbys may request a later schedule change by speaking to a supervisor and filling out a request form.
4. A driver who is scheduled off on vacation, PTO, holiday or any other pre-known absence cannot be a party to a daily or weekly schedule change.
5. Daily partner’s rights must result in the driver working the same number of hours they were originally scheduled. If this is not possible, an operator 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.
6. An approved schedule change cannot normally be undone or modified once it has been approved.
7. Management shall not be held responsible for any errors that occur in the dispatching of schedule changes, nor shall the administration of the giveaway policy be subject to the grievance procedure.
8. Drivers who are party to a schedule change or a giveaway assignment are responsible for checking their work assignment.
9. Only full shifts may be given away – previous schedule changes may be given away.
10. Giveaway requests must be time punched and submitted no earlier than two weeks and no later than 10:00 A.M. the day before (Fri. for Mon.) the desired giveaway. Requests will be considered in the order they are time punched.
11. Any hours that a stand-by driver would have normally been assigned during the period of their giveaway will be subtracted from their guarantee.

- 1  
2 12. Giveaways will be assigned to stand-by drivers in bid rotation order, with preference given Monday through  
3 Thursday to any part-time drivers (stand-by or bid) who have signed the overtime board by 10:00 A.M. the  
4 previous day (Fri. for Mon) and designated "G". (NOTE: These hours will count toward the guarantee and will  
5 allow management to assign more than the 32 maximum up to 40 hours).  
6

7  
8 ARTICLE 32  
9 RUN BIDDING PROCEDURES

10 **32.1 Posting and Effective Dates**

- 11  
12 A. Run bids will be posted no later than December 1, May 1, and August 1, and will take effect on the first  
13 Monday of January, the Monday after the school year ends and the Monday before the school year begins.  
14  
15 B. If major changes are to be included in the run bid to be posted, the Employer will meet with the Shop  
16 Committee prior to the posting. If there are only minor changes or no changes in the run bid to be posted, the  
17 Employer will provide the Shop Committee with copies of the bid in advance of the posting and will meet with  
18 the Committee upon request.  
19

20 **32.2 Order of Bidding/Time Limits**

- 21  
22 A. Runs will be bid by seniority. Any driver who does not bid within twenty-four (24) hours of their turn will lose  
23 their turn and be passed up. The employee may re-enter the bidding later, but only from the point to which  
24 the bidding has then progressed as determined by the last driver to have actually signed the bid sheet.  
25

26 For the purpose of defining within twenty-four (24) hours, bidding may be done Monday through Friday from  
27 5:00 AM to 11:00 PM. If the previous driver bids on Friday, the next bidder will have until the same time on  
28 Monday to complete his bid.  
29

- 30 B. The placement on the bid list of employees who return from a medical leave in the middle of a bid period and  
31 the determination of whether there will be a resulting rebid will be decided on a case-by-case basis.  
32

33 **32.3 Method of Bidding**

- 34  
35 A. Bids will be accepted by telephone from drivers provided the call is made on the recorded line (832-5555).  
36  
37 B. Drivers must leave with the Administrative Services Manager or other office personnel and the Union  
38 Steward, a list of bids, first, second and third choice bids, before going on scheduled leave.  
39

40 **32.4 Rebidding**

41  
42 When a vacancy occurs that creates a schedule opening, the parties agree to discuss whether a reshuffle might be  
43 utilized instead of the rebid process. If agreement cannot be reached about a reshuffle, then the parties agree to  
44 follow the procedure outlined below.  
45

- 46 A. If a regular vacancy occurs more than forty-five (45) days before the effective date of the next bid, that run  
47 and all other runs from the vacancy down on the seniority list will be rebid. Permanent bid changes affecting  
48 any open run will be removed. Rebidding begins with the next most senior employee following the vacancy.  
49 Bid choices include any open run.  
50

- 1 B. If a regular vacancy occurs forty-five (45) days or less before the effective date of the next bid, one (1) of the  
2 two (2) options listed below will be followed. Any permanent schedule changes affecting a particular run will  
3 be removed only as that run becomes available.  
4  
5 a. If sufficient time is available to justify doing so, employees will be asked in seniority order, from the  
6 vacancy down, if they wish to take the open bid. The employee who is promoted to fill the vacancy will be  
7 assigned to fill the bid that remains.  
8 b. If the conditions of a particular case make it impractical to perform the administrative reshuffle, the partner  
9 of the driver who created the regular vacancy will be offered partner's rights, as defined below, for the  
10 remainder of the bid. When a driver takes partner's rights in this case it will be considered a permanent  
11 schedule change, thus allowing them to make other schedule changes as desired. The employee who is  
12 promoted to fill the vacancy will be assigned the bid that remains.  
13

14 Partner's Rights: Partners are drivers who operate the same run. If a partner is going to be scheduled off  
15 (vacation, PTO, floating holiday, sick leave, etc.) and it is known by 10:00 a.m. of the previous day (10:00  
16 a.m. Friday for Saturday, Sunday, and Monday) the daily partner has first choice to the work schedule of the  
17 open run, however, weekly partner's rights take precedence over daily partner's rights. When two or more  
18 people work a run, the most senior partner shall have the first choice to the open work. The partner  
19 requesting daily partner's rights must already be scheduled to work that day.  
20

### 21 **32.5 Right to Assign Unbid Runs**

22  
23 The Employer reserves the right to assign all runs not bid to available drivers.  
24  
25

## 26 ARTICLE 33 27 STAND-BY DRIVERS 28

### 29 **33.1 Duties**

- 30  
31 A. Stand-by drivers will operate regularly established runs on days when regular drivers are off duty and all  
32 assignments other than regular runs.  
33  
34 B. As part of their regular duties, a stand-by driver may be required to start and move buses and to perform pre-  
35 trip inspections while waiting for other drivers to report.  
36

### 37 **33.2 Hours and Days of Work**

- 38  
39 A. All stand-by drivers must be available for work six (6) days each week until they accumulate their weekly  
40 maximum, except as provided for in Articles 33.4-C and 33.4-D. Stand-by drivers will not be scheduled more  
41 than fourteen (14) hours on any given day and will have a minimum of 7.5 hours off between the end of an  
42 evening shift and the start of a morning shift. Stand-bys may, however, choose to waive this provision by  
43 signing the overtime board and entering the code "E" for available all day Monday-Friday and code "C" for  
44 available all day on Saturday. Any hours worked by waiving the fourteen (14) hour provision will not count  
45 toward the employee's weekly maximum.  
46  
47 B. All Stand-by bids shall have a weekly guarantee as set out in Article 33.5.  
48  
49 C. Effect of Absences on Hours of Work.  
50  
51 1. If a stand-by misses out or is otherwise unavailable for work due to reasons other than disciplinary  
52 suspension, illness, or injury, the stand-by will lose their guarantee for that week, will have the hours they  
53 were scheduled to work that shift deducted from their weekly maximum, and will receive pay only for  
54 actual hours worked that week.

- 1 2. If a stand-by is unavailable for work due to a disciplinary suspension, the stand-by will lose their  
 2 guarantee for that week, will have eight (8) hours for each day of suspension deducted from their weekly  
 3 maximum, and will receive pay only for actual hours worked that week.  
 4  
 5 D. If a stand-by is "late" for a work assignment the stand-by will have whatever hours are docked subtracted from  
 6 their weekly guarantee and maximum weekly hours but will not lose their guarantee for the week.  
 7  
 8 E. Hours spent in training by stand-by drivers that do not overlap the shift that they normally would have been  
 9 assigned for that day will not count toward either their weekly guarantee or their maximum weekly hours.  
 10

11 **33.3 Availability**

- 12  
 13 A. Stand-by drivers must be available at their primary phone during the AM availability period. At times other  
 14 than the AM availability period, the employer will call the stand-bys primary phone number once and then  
 15 will call their cell phone. Stand-bys have up to 20 minutes to call Valley Transit after being called on their  
 16 cell phone or be subject to Article 13 Lates and Miss-outs.  
 17  
 18 B. During all other regular hours of operation, a stand-by driver is required to report for duty if they are personally  
 19 notified to do so or they will be considered a miss-out.  
 20

21 **33.4 Order of Assignment**

22  
 23 The highest stand-by driver, as determined by bid position, will be first out each week. If this driver gets five (5) hours  
 24 or more of work on Monday, but no other stand-by driver does, the next highest driver will be first out on Tuesday, and  
 25 so on. (First out does not refer to chronological order, but rather to the maximum number of work hours available that  
 26 day.)  
 27

- 28 A. A shift is a piece of work whose length is determined each bid on the bid sheet. Drivers working two or more  
 29 full shifts will be paid for each shift per the bid. Order of bid position will be full-time stand-bys then part-time  
 30 stand-bys.  
 31  
 32 B. Each Thursday when boards are made for Friday, the employee responsible for scheduling will review the  
 33 status of all stand-bys and determine which, if any, stand-bys have not reached their minimum guarantee.  
 34 The normal rotation of stand-bys will be suspended at that point and those drivers who have not reached their  
 35 guarantee will be first out on Friday and Saturday, if necessary, in order by bid position. The normal rotation  
 36 will resume once all stand-bys have been scheduled to meet their guarantee.  
 37  
 38 C. When a stand-by has, less than two (2) hours remaining to reach their maximum, they will be considered  
 39 finished for the week.  
 40  
 41 D. Any stand-by will work the number of hours necessary to bring themselves to their maximum hours. If a  
 42 stand-by is "late" for a work assignment it will not affect their order of rotation for any other assignment that  
 43 might become available.  
 44

45 **33.5 Miscellaneous Stand-by Provisions**

	<b>Full-Time Stand-bys</b>
<b>Weekly maximum hours</b>	Greater than 32 less than or equal to 40
<b>Weekly guaranteed hours</b>	32
<b>Hours of Work</b>	5:25 a.m. – 10:55 p.m. Monday through Saturday
<b>Day Off</b>	None
<b>Effect of Sick Absence on Hours of Work</b>	A full-time stand-by who is unavailable for work due to illness or injury, may use PTO or sick leave per the agreement PTO and Sick leave hours used will count

	toward their guarantee and maximum hours for the week. If PTO or sick leave hours are not used, their 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.
<b>Time off for Medical Appointments</b>	<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"> <li>1. Turn in "request for Scheduled Time Off" with an explanation as soon as possible after the appointment is made.</li> <li>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) hours unless coming off or going onto another run.</li> <li>3. Any available 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 sick leave available, they can substitute available vacation or holiday pay.</li> <li>4. If a stand-by driver would have been scheduled to work during the time requested for medical leave, their guarantee will be reduced by the same number of hours.</li> <li>5. Drivers returning to work from approved medical leave are subject to Article 13 of the labor agreement.</li> <li>6. Time off for medical appointments under this policy will be considered a "non-chargeable" absence.</li> </ol> <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>
<b>Effect of daily vacation or personal holiday on Hours of Work</b>	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.
<b>Legal Holidays</b>	<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>
<b>Availability</b>	<p>Full-time stand-by drivers must be available during the following availability periods:</p> <p>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</p>

1  
2  
3  
4  
5  
6  
7

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.

- 1 B. Part-time drivers will be allowed to voluntarily sign for additional hours and will be given available hours  
2 based on seniority.
- 3
- 4 C. Part-time drivers will not be inversed outside of the hours/days of their availability.
- 5
- 6 D. Part-time drivers will be paid for actual hours worked and shall be eligible for overtime as outlined in Article  
7 16.5 A. No guarantee of hours will be provided to part-time drivers.
- 8
- 9 E. Part-time drivers will be paid in accordance with Exhibit A.

10  
11 ARTICLE 34  
12 DISTRIBUTION OF OVERTIME

13  
14 **34.1 Seniority**

15  
16 Except as modified elsewhere in this Agreement, work outside the regular hours of work shall be offered to the senior  
17 available employees in that classification of the unit.

18  
19 **34.2 Order of Distribution**

20  
21 The order of the distribution of such work shall be determined as follows.

22  
23 A. Voluntary Distribution.

- 24
- 25 1. Overtime will be handled on a voluntary basis whenever possible however, the provisions of this article  
26 shall not apply to pieces of work of less than one (1) hour in duration.
- 27 2. The Employer will provide the opportunity to volunteer for overtime work by posting overtime availability  
28 sheets. It is the responsibility of each driver to notify the Employer of the driver's availability by signing  
29 the overtime availability sheet no later than 10:00 a.m. the day before such work becomes available.  
30 (10:00 a.m. Friday for Monday work.) In the following circumstances, a driver will also be allowed to  
31 telephone the Office (832-5555) to have their name added or deleted from the overtime availability sheet.
  - 32 a. If the driver is not scheduled to work that day.
  - 33 b. If an on-duty A.M. driver is not scheduled or is unable to return to the garage by the 10:00 a.m.  
34 signing deadline.
- 35 3. All extra work not covered by stand-by drivers will be assigned on the basis of seniority to those who have  
36 signed for work that day, provided that the driver must be available for at least two (2) hours or the  
37 duration of the work, if less than two (2) hours. Drivers will be assigned a shift and pieces of shifts which  
38 result in the most available hours going to the most senior driver. Drivers will not be assigned more than  
39 one full shift until all available drivers have been assigned a shift. Coverage and trippers are considered  
40 pieces of work, not shifts for this purpose. Drivers working two or more full shifts will be paid for each shift  
41 per the bid.
- 42 4. Any driver who signs the availability sheet and is assigned extra work or overtime at the time the daily  
43 boards are completed will be obligated to work that run or be subject to the miss-out provisions. If a  
44 driver is called about overtime work after the daily boards are completed they will have the option of  
45 accepting or declining the offered work.

46  
47 B. Involuntary Distribution.

- 48
- 49 1. Overtime may be assigned by the Employer on an inverse seniority basis.
- 50 2. Drivers who do not sign the availability sheet will, however, be assigned extra work or overtime only when  
51 the list of available drivers becomes exhausted. In that event, extra work will be assigned first to anyone  
52 who missed-out that day and then to the least senior driver who is not already scheduled to work.
- 53
- 54

1 C. Eligibility for Overtime Work.  
2

- 3 1. A driver who has bid a full week of vacation, PTO or floating holiday hours is ineligible for overtime work  
4 for that entire calendar week.  
5 2. A driver who is on vacation, PTO or floating holiday for an entire day's work shift(s) is ineligible for any  
6 overtime work during the calendar day(s) they are off.  
7 3. A driver who is on vacation, PTO or floating holiday for a shift of a multi-shift day is ineligible to work  
8 overtime during that shift. (NOTE: Drivers should indicate on the "Request for Time Off" form whether  
9 they are requesting off for the entire day or a single shift. If specific shifts are not indicated, it will be  
10 assumed the individual wants the entire day off. Drivers on all day vacation, PTO or floating holiday are  
11 ineligible for overtime and inversel. Drivers on vacation, PTO or floating holiday for a single shift of a  
12 multiple shift day are eligible for overtime and can be inversed outside of their vacation period.)  
13

14 **34.3 Errors in Distribution**  
15

16 Management will take all reasonable steps to insure that overtime is distributed properly. The Employer, however,  
17 assumes no financial liability for errors in overtime assignments which result from employee instigated schedule  
18 changes after the final bid is posted.  
19

20 ARTICLE 35  
21 DISPATCHING PROCEDURES  
22

23 **35.1 Filling of Daily Vacancies**  
24

25 A. Daily vacancies will be assigned in the following order provided the driver is available for at least two (2)  
26 hours or the duration of the work.  
27

- 28 1. Stand-by Drivers by rotation.  
29 2. Overtime by seniority.  
30 3. Volunteers by seniority.  
31 4. Miss-outs by inverse seniority.  
32 5. Inverse seniority.  
33 a. First with drivers that are working that day.  
34 b. If none, then with any driver on a scheduled day off.  
35

36 Drivers who sign or volunteer for extra work on a scheduled day off shall be considered on a  
37 scheduled day off outside the hours they signed to work.  
38

39 Stand-by drivers shall be considered to be on a scheduled day off when their hours are  
40 completed for the week. A stand-by driver who is scheduled to work on a day in which they reach  
41 their maximum hours shall not be considered to be on a scheduled day off that day.  
42

- 43 c. Drivers who are on paid leave will not be subject to being inversed.  
44

44 **35.2 Overtime Restrictions**  
45

46 A. The following restrictions shall apply to the filling of all overtime work regardless of the status of the driver  
47 involved (i.e. stand-by, overtime, volunteer, miss-out or inverse seniority). For the purpose of this procedure,  
48 the term "most senior available driver" is defined to mean that driver who would be first out at that particular  
49 time according to the above described order of assignment.  
50

- 51 1. If the overtime available connects directly to (in front of or behind) a shift or other piece of work and does  
52 not result in a fragment of work less than two (2) hours in length, the overtime will be filled as stated  
above.

- 1 2. If the overtime available connects directly to (in front of or behind) a shift or other piece of work and if  
2 given to the most senior available driver would result in a fragment of work less than two (2) hours in  
3 length, the overtime will be filled as follows.  
4 a. The overtime will be given to most senior available driver and the fragmented balance left (if it  
5 connects directly to a shift or other piece of work) will be filled by the next most senior available  
6 driver.  
7 b. If a fragment of work left does not connect directly to a shift or other piece of work, the overtime  
8 available will be given to the next most senior available driver.  
9 3. If the overtime work available has a report time before the most senior driver (in the order stated above) is  
10 available, then the next most senior available driver will fill the run until the more senior driver is available,  
11 but for not less than one and one-half (1 1/2) hours driving time unless coming off a run.  
12 4. Except for overtime assignments, which overlap the regular work schedule, a driver will not normally be  
13 pulled involuntarily from their bid run to replace another driver. The switching of driver assignments for  
14 overtime purposes may not, however, violate any provisions of Article 34 regarding the order of  
15 distribution of overtime.  
16

17 ARTICLE 36  
18 REPORTING FOR WORK  
19

20 **36.1 Driver Responsibilities**  
21

- 22 A. It is understood that personal affairs and obligations will be conducted during non-working hours.  
23  
24 B. If a driver is sick or otherwise unable to come to work, they must call in at least sixty (60) minutes prior to the  
25 scheduled start of the shift or be subject to the "late" policy defined in Article 13.  
26  
27 C. Drivers being called in will be given a report time. Drivers must report by the report time given or they will be  
28 subject to the late/miss-out policy. Drivers not able to report with sixty (60) minutes or less notice will not be  
29 subject to a late/miss-out.  
30  
31 D. Drivers shall not be considered to be "punched in" unless they are in proper uniform.  
32  
33 E. Drivers must report for work at the garage. An exception to this rule will be made any time there is a break of  
34 one (1) hour or less actual driving time between reliefs, in which case the driver is not required to report to the  
35 garage for the break. Other exceptions will be allowed only in unusual circumstances with the approval of the  
36 Employer.  
37

38 **36.2 Transportation**  
39

- 40 A. The Employer will provide transportation between the garage and the Appleton downtown area for those  
41 drivers who are relieving or being relieved downtown, including those who are a party to a schedule change.  
42 This will be accomplished either through the use of a bus, at no charge to the employee, or by other means.  
43 If drivers are required to use the bus for transportation, the Employer will provide transportation to and from  
44 an appropriate bus stop near the garage.  
45  
46 B. The procedure to be utilized in reporting for and being relieved from out of town relief points shall be  
47 determined by the Employer, in advance, for the entire bid period. This procedure could include providing  
48 transportation, drivers voluntarily utilizing their own vehicles, or advancing the report time by fifteen (15)  
49 minutes to enable the relieving employees to ride the bus. Whatever procedure is established shall be on a  
50 non-precedential basis.  
51

52 **36.3 Paid Leave**  
53

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

- 1  
2 1. Unused odd balances of vacation, PTO and/or floating holiday hours totaling twenty-four (24) hours or  
3 less that remain at the end of a calendar year;  
4 2. An illness or emergency that occurs during a driver's shift.  
5

6 ARTICLE 37  
7 PREMIUM PAY  
8

- 9 A. Employees will be paid for all extensions of their regular schedule due to breakdowns, storms, or other  
10 circumstances beyond their control (excluding workers compensation).  
11  
12 B. Drivers shall receive an additional one-half (1/2) hours pay for being scheduled to drive twelve (12) or more  
13 hours without any intervening time. Employee initiated schedule changes and/or drivers working two or more  
14 shifts are exempt from this provision, however, driver's working two or more shifts will be paid for each shift  
15 per the bid.  
16  
17 C. Employees will be paid for making out accident reports, provided that such pay shall be limited to not more  
18 than one-half (1/2) hour after the employee has finished their job assignments for the day.  
19

20 ARTICLE 38  
21 UNIFORMS  
22

- 23 A. The Employer shall provide the initial uniform and replace non-serviceable uniform items for all drivers based  
24 on "D" below. The cost of maintenance of the uniform shall be borne by the employee. The Employer  
25 reserves the right to set standards for and regulate items of uniform clothing to include but not to be limited to:  
26 color; style; fabric; material; brand; and specifications. The Employer further reserves the right to determine  
27 the serviceability of any uniform item.  
28  
29 B. Drivers shall wear full uniform, as defined by the Employer, at all times when on duty.  
30  
31 C. Uniforms may be worn only during the course of work and for travel directly to and from the place of  
32 employment.  
33  
34 D. The uniforms for drivers which are referred to in "A." above consist of the following allocation:  
35

36 Full-time and Stand-by:

- 37  
38 1 jacket  
39 4 pants  
40 10 shirts (any style combination)  
41 2 fleece  
42 1 pr. shoes Black, leather, from an approved vendor (maximum \$55)  
43

44 Part-time:

- 45  
46 1 jacket  
47 3 pants  
48 5 shirts (any style combination)  
49 2 fleece  
50 1 pair of shoes Black, leather, from an approved vendor (maximum \$55)  
51  
52  
53

ARTICLE 39  
CONDITION OF EQUIPMENT

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11

- A. The Employer shall not require employees to take out on the street any vehicle that is not in safe operating condition. The final authority on whether a vehicle is safe to operate shall rest with the Transit Maintenance Supervisor or with a senior mechanic on duty if no other supervisors are on duty.
- B. Any mechanical problem on a bus, known to the driver, must be reported immediately if a safety hazard is involved. Otherwise, all problems should be reported in writing at the end of the driver's shift in accordance with established procedures.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53

**PART D**  
**SPECIAL PROVISIONS –**  
**MAINTENANCE and OFFICE EMPLOYEES**

ARTICLE 40  
WORK SCHEDULES

**40.1 Establishment of Work Schedules**

The Employer shall have the right to establish the schedules and to determine the classifications required to work each schedule.

**40.2 Breaks**

- A. All maintenance and office clerical employees working eight (8) hours or more in a day shall receive two (2) fifteen (15) minute paid breaks during the day. Such employees who work less than eight (8) hours per day shall receive one (1) fifteen (15) minute paid break.
- B. The work schedules will be set to provide lunch breaks for those employees who request them. The lunch breaks will be a minimum of thirty (30) minutes or a maximum of sixty (60) minutes to be taken as scheduled by management.

**40.3 Shift Adjustments**

Requests for shift adjustments must be submitted in writing with at least twenty-four (24) hours advance notification unless this requirement is specifically waived by the Employer. Such adjustments may include changes in the starting and ending time or the scheduled lunch break for a shift. The Employer reserves the right to approve or deny all requested shift adjustments.

**40.4 Work at Home**

If employees are permitted to perform work at home, actual hours worked shall be treated the same as if the work was performed at the City facility, but no call time or shift differential will apply. No such work shall be performed without specific approval, in advance, by the Employer. The Employer reserves the right to inspect home work sites by appointment for safety purposes and to establish reasonable methods of monitoring actual hours worked.

ARTICLE 41  
SHIFT BIDDING PROCEDURES

**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 or no 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

- C. Communication Technicians will select a shift by seniority.

1 **41.2 Order of Bidding/Time Limits**

2  
3 Maintenance Employees

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

8  
9 For the purpose of defining within twenty-four (24) hours, bidding may be done Monday through Friday from  
10 5:00 AM to 11:00 PM. If the previous employee bids on Friday, the next bidder will have until the same time  
11 on Monday to complete his bid.

- 12  
13 B. The placement on the bid list of employees who return from a medical leave in the middle of a bid period and  
14 the determination of whether there will be a resulting rebid will be decided on a case-by-case basis.

15  
16 **41.3 Method of Bidding**

17  
18 Maintenance Employees

- 19 A. Bids will be accepted by telephone from employees provided the call is made on the recorded line (832-  
20 5555).

- 21  
22 B. Employees must leave with their supervisor or the office and the Union Steward, a list of first, second, and  
23 third choice bids before going on scheduled leave.

24  
25 **41.4 Rebidding**

26  
27 Maintenance Employees

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

- 31  
32 1. Rebidding begins with the next employee in the same job classification following the vacancy.  
33 2. Rebidding choices are the following.  
34 a. The same work shift the employee previously bid.  
35 b. The open work shift created by the vacancy.  
36 c. Any other unbid work shift.

- 37  
38 B. If a regular vacancy occurs forty-five (45) days or less before the effective date of the next bid, and there is  
39 sufficient time available to justify doing so, employees will be asked in seniority order, from the vacancy down,  
40 if they wish to take the open bid or stay where they are. The employee who is promoted to fill the regular  
41 vacancy will be assigned to the bid that remains. This procedure will be handled administratively, in lieu of  
42 formal rebidding. If this process is not followed because of the circumstances of a particular case, the  
43 employee who is promoted shall be assigned to the open bid which was created by the regular vacancy.

44  
45 Communication Technicians

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

48  
49 **41.5 Right to Assign Unbid Work Shifts**

50  
51 The Employer reserves the right to assign all work shifts not bid to available employees.

ARTICLE 42  
DISTRIBUTION OF OVERTIME

**42.1 Seniority**

- A. Except as modified elsewhere in this Agreement, work outside the regular hours of work shall be offered to the senior available employees in that classification of the unit.
- B. The Employer reserves the right to determine the level of classification necessary to perform the available overtime work. For overtime classification purposes, the Maintenance Division will be divided into two groups: 1) all levels of mechanic classifications; and 2) utility, service and all other classifications. Overtime will be distributed by seniority within each group or will be assigned by inverse seniority within each group. If there are no employees within a group who are eligible to work overtime, it will then be offered to the other group provided they meet the minimum qualifications necessary to perform the work.

**42.2 Order of Distribution**

The order of the distribution of such work shall be determined as follows.

- A. Voluntary Distribution.
  - 1. Overtime will be handled on a voluntary basis whenever possible.
  - 2. The Employer will provide the opportunity to volunteer for overtime work by posting overtime availability sheets. Separate sheets will be provided for specific overtime that is known in advance and for unanticipated overtime. It is the responsibility of each employee to notify their supervisor of their availability for either type of overtime work by signing the appropriate sheet no later than 10:00 a.m. the day before such work becomes available (10:00 a.m. Friday for Monday work).
  - 3. All extra work will be assigned on the basis of seniority to those who have signed for work that day provided, however, that the employee must be available for at least two (2) hours or the duration of the work, if less than two (2) hours. Employees will be assigned a shift which results in the most available hours going to the most senior employee. Employees will not be assigned more than one (1) full shift until all available employees have been assigned a shift.
  - 4. Any employee who signs the availability sheet and is assigned extra work or overtime at the time the following day's work assignments are completed will be obligated to work that shift. If an employee is called about overtime work after the work assignments are completed they will have the option of accepting or declining the offered work.
- B. Involuntary Distribution.
  - 1. Overtime may be assigned by the Employer on an inverse seniority basis.
  - 2. Part-time office and maintenance employees may be inverted.
  - 3. Employees who do not sign the availability sheet will, however, be assigned extra work or overtime only when the list of available employees becomes exhausted. In that event, extra work will be assigned to the least senior full-time or part-time employee who is not already scheduled to work.
- C. Splitting of Overtime.
  - 1. Single overtime shifts may also be split in the following situations.
    - a. The most senior people who have signed the overtime availability sheet agree to split the time and the hourly split will not invoke any minimum pay provisions.
    - b. If no agreement on splitting can be reached the most senior person shall have the choice of taking all or none of the available overtime.

- 1 c. If, as a result of not being able to reach agreement on splitting the overtime, and the most senior  
2 person waives the overtime, the overtime will be passed to the next senior person(s) who have  
3 signed the availability sheet.
- 4 2. The privilege of splitting overtime shall not supersede the Employer's right to determine the level of  
5 classification necessary to perform the available overtime work.

6  
7 **D. Eligibility for Overtime Work.**

- 8  
9 1. A maintenance or office employee who has bid a full week of vacation, PTO or floating holiday hours is  
10 ineligible for overtime work for that entire calendar week.
- 11 2. A maintenance or office employee who is on vacation, PTO or floating holiday for an entire day's work  
12 shift(s) is ineligible for any overtime work during the calendar day(s) they are off.
- 13 3. A maintenance or office employee who is on vacation, PTO or floating holiday for part of a shift is  
14 ineligible for any work during the time they are on vacation or holiday.

- 15  
16 **E.** If an employee is excluded from bidding a particular shift in the shop or office based on their classification  
17 qualifications, they will also be excluded from working overtime on that shift.

18  
19 **42.3 Duration of Overtime Work**

20  
21 If the overtime work is the result of an emergency call-in, the employee will work only as long as necessary to handle  
22 the emergency unless directed otherwise by the Employer.

23  
24 **42.4 Errors in Distribution**

25  
26 Management will take all reasonable steps to insure that overtime is distributed properly. The Employer, however,  
27 assumes no financial liability for errors in overtime assignments which result from employee instigated schedule  
28 changes after the final bid is posted.

29  
30 **ARTICLE 43**  
31 **REPORTING FOR WORK**  
32

33 **43.1 Maintenance and Office Employee Responsibilities**

- 34  
35 **A.** It is understood that personal affairs and obligations will be conducted during non-working hours. Employees  
36 may, with permission from their supervisor, use personal equipment for transit related purposes.
- 37  
38 **B.** If the maintenance and/or office employee responsible for opening the facility or reporting first for work is sick  
39 or otherwise unable to report to work, they must call their supervisor or designee at least sixty (60) minutes  
40 prior to the scheduled start of their shift. All other maintenance or office employees should use the recorded  
41 line to report off work and call at least sixty (60) minutes prior to the scheduled start of their shift.

42  
43 **43.2 Paid Leave**

44  
45 Paid leave may be taken on the basis of either a full or partial shift off. Except in the case of an illness or injury that  
46 occurs during an employee's shift, the Employer reserves the right to approve or deny all requests for a partial shift  
47 off.

48  
49 **43.3 Late Reports**

50  
51 All employees covered under this bargaining agreement shall be subject to Article 13-Lates and Miss-outs.  
52  
53  
54

ARTICLE 44  
UNIFORMS

- 1  
2  
3  
4 A. Coveralls or other appropriate clothing will be furnished for maintenance employees.  
5  
6 B. Shop clothing may be worn only during the course of work and for travel directly to and from the place of  
7 employment.  
8  
9 C. The Employer shall, at its sole discretion, provide uniforms to the office and maintenance employees. The  
10 decision to provide uniforms to such employees and the number of items to be provided are solely at the  
11 discretion of the Employer. The current uniform allocations for these other employee groups include the  
12 following:

13  
14 **Communication Technicians**

14 **Maintenance Employees**

15  
16 1 fleece

15  
16 1 winter jacket

17  
18 1 polo shirt

17  
18 coveralls/work pants and shirts

19  
20 Office personnel are not required to wear their uniforms to work on a daily basis. They may wear any  
21 appropriate office attire. They may, however, be required to wear their uniform when representing Valley  
22 Transit in public or official business or when requested to do so by management.  
23

24  
25 ARTICLE 45  
26 MECHANIC PROVISIONS

27 **45.1 Mechanic Classifications**

28  
29 The Employer may hire at the Mechanic or Master Mechanic classification based on qualifications and needs of the  
30 department.  
31

32 **45.2 ASE Testing**

33  
34 The Employer will pay the testing fee for any approved ASE testing or re-testing. The employees shall take the ASE  
35 tests on their own time and at their own expense.  
36

37 **45.3 Lead Mechanic**

38  
39 The Lead Mechanic pay will be \$1.00/hour more than the Master Mechanic rate (based on qualifications of the Lead  
40 Mechanic)  
41  
42

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of  
2 \_\_\_\_\_,2018.  
3  
4  
5  
6

7 **CITY OF APPLETON:**

**TEAMSTERS LOCAL UNION NO. 662**

8  
9  
10  
11 \_\_\_\_\_  
12 Jacob A. Woodford  
13 Mayor

\_\_\_\_\_

Beth Kirchman  
Business Representative

14  
15  
16 *Attest:*

17  
18  
19 \_\_\_\_\_  
20 Kami Lynch  
21 City Clerk

22  
23  
24 *Provision has been made to pay any*  
25 *liability which may accrue under*  
26 *this Agreement:*

27  
28  
29 \_\_\_\_\_  
30 Anthony Saucerman  
31 Director of Finance

32  
33  
34 *Approved as to form:*

35  
36  
37 \_\_\_\_\_  
38 Christopher R. Behrens  
39 City Attorney

40  
41  
42 \_\_\_\_\_  
43 Sandra Matz  
44 Director of Human Resources

**EXHIBIT A  
VALLEY TRANSIT SALARY SCHEDULE**

	1/1/2021 Rate	4/1/2021 Rate	10/1/2021 Rate	1/1/2022 Rate	1/1/2023 Rate
<b>BUS DRIVER</b>	0.00%	1.00%	1.00%	2.00%	2.00%
Training Rate 80%	\$19.98	\$20.18	\$20.38	\$20.79	\$21.21
2080 Hours 85%	\$21.22	\$21.43	\$21.64	\$22.07	\$22.51
4160 Hours 90%	\$22.47	\$22.69	\$22.92	\$23.38	\$23.85
6240 Hours 95%	\$23.72	\$23.96	\$24.20	\$24.68	\$25.17
7280 Hours 100% *	\$24.97	\$25.22	\$25.47	\$25.98	\$26.50
<b>STANDBY DRIVER/OFFICE CLK</b>					
Base Wage	\$19.49	\$19.68	\$19.88	\$20.28	\$20.69
Wage After 12 Months	\$20.17	\$20.37	\$20.57	\$20.98	\$21.40
Wage After 24 Months	\$20.47	\$20.67	\$20.88	\$21.30	\$21.73
Wage After 36 Months	\$21.44	\$21.65	\$21.87	\$22.31	\$22.76
Wage After 48 Months	\$22.42	\$22.64	\$22.87	\$23.33	\$23.80
Wage After 60 Months	\$23.39	\$23.62	\$23.86	\$24.34	\$24.83
Wage After 72 Months	\$24.35	\$24.59	\$24.84	\$25.34	\$25.85
<b>COMMUNICATION TECHNICIAN</b>					
Base Wage	\$18.65	\$18.84	\$19.03	\$19.41	\$19.80
Wage After 12 Months	\$19.17	\$19.36	\$19.55	\$19.94	\$20.34
Wage After 24 Months	\$19.68	\$19.88	\$20.08	\$20.48	\$20.89
Wage After 36 Months	\$20.19	\$20.39	\$20.59	\$21.00	\$21.42
Wage After 48 Months	\$20.71	\$20.92	\$21.13	\$21.55	\$21.98
Wage After 60 Months	\$21.22	\$21.43	\$21.64	\$22.07	\$22.51
Wage After 72 Months	\$21.75	\$21.97	\$22.19	\$22.63	\$23.08
<b>UTILITY WORKER - PT</b>					
Base Wage	\$17.95	\$18.13	\$18.31	\$18.68	\$19.05
Wage After 12 Months	\$18.47	\$18.65	\$18.84	\$19.22	\$19.60
Wage After 24 Months	\$18.67	\$18.86	\$19.05	\$19.43	\$19.82
Wage After 36 Months	\$19.40	\$19.59	\$19.79	\$20.19	\$20.59
Wage After 48 Months	\$20.12	\$20.32	\$20.52	\$20.93	\$21.35
Wage After 60 Months	\$20.84	\$21.05	\$21.26	\$21.69	\$22.12
Wage After 72 Months	\$21.57	\$21.79	\$22.01	\$22.45	\$22.90
<b>MECHANIC</b>					
Start 75% of Base Wage	\$18.88	\$19.07	\$19.26	\$19.65	\$20.04
80% Base Wage After 6 Mo	\$20.13	\$20.33	\$20.53	\$20.94	\$21.36
85% Base Wage After 12 Mo	\$21.38	\$21.59	\$21.81	\$22.25	\$22.70
90% Base Wage After 18 Mo	\$22.63	\$22.86	\$23.09	\$23.55	\$24.02
	\$23.89	\$24.13	\$24.37	\$24.86	\$25.36
100% Base Wage After 30 Mo	\$25.14	\$25.39	\$25.64	\$26.15	\$26.67
<b>1/1/2021: \$.10 added to base wage (for ASE certification recognition)</b>					
<b>MASTER MECHANIC</b>					
Start	\$28.00	\$28.00	\$28.00	\$28.56	\$29.13
Mid (achieved 4 Transit ASE Certifications)	\$29.00	\$29.00	\$29.00	\$29.58	\$30.17
Full (achieved all required Transit ASE Certifications)	\$30.00	\$30.00	\$30.00	\$30.60	\$31.21
<b>1/1/2021: Mechanic II's for implementation will be placed at start rate; Master Mechanics are not eligible for 4/1/2021 and 10/1/2021 across the board adjustments.</b>					
<b>CLEANING PERSON</b>					
Base Wage	\$19.72	\$19.92	\$20.12	\$20.52	\$20.93
<b>Note: Lump sum payment will be made (\$.25/hour for all hours worked in 2020) in recognition of the extraordinary conditions of the pandemic for all Drivers, Communication Technicians, and Utility Workers on the payroll that includes 12/31/2020.</b>					

**EXHIBIT B**  
**LETTER OF UNDERSTANDING**  
**SICK LEAVE BANK**

This Letter of Understanding outlines an agreement reached between the City of Appleton and the Teamster Local #662 Valley Transit during negotiations for a 2017 Collective Bargaining Agreement. The Letter of Understanding applies to the elimination of the second sick leave bank. The following employees shall be grandfathered with the total amount of hours in their second sick leave bank as of March 11, 2011:

Randy Stammer

Employees will have access to use the second sick leave bank while employed with the City and such leave is not eligible for any type of payout upon leaving the City.

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

**EXHIBIT C  
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 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

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

**EXHIBIT D  
LETTER OF UNDERSTANDING  
LEAD DRIVER PROGRAM**

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 Collective Bargaining Agreement. The Letter of Understanding applies to the creation of a Lead Driver Program.

Lead Driver Pay

Lead Driver pay will be \$1.00/hour more than the Bus Driver rate including longevity if applicable (based on length of service and qualifications of the Lead Driver)

Qualifications

Qualifications for Lead Driver 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 Letter of Understanding will expire on December 31, 2023

For the City of Appleton	Date	For the Union	Date



## LEGAL SERVICES DIVISION

### Office of the City Attorney

100 North Appleton Street

Appleton, WI 54911

Phone: 920/832-6423

Fax: 920/832-5962

**To:** Alderperson Hartzheim, Chair  
Members of the Human Resources/Information Technology Committee

**From:** Zak Buruin, Assistant City Attorney

**Date:** October 18, 2023

**Re:** Alderperson Salary Adjustments  
Our File No. A19-0536

---

Alderperson salaries are reviewed annually. Historically this item is placed on the agenda as an action item every Fall to give Council the ability to review and adjust the Alderperson salary for a future Council. On November 16, 2022, the Common Council voted to maintain the \$6,750 annual salary of all Alderpersons, effective April 2024.

Wisconsin Statutes § 62.09(6)(am)2 prohibits changing Alderperson salaries after the “earliest time for filing nomination papers for the office” and no changes can be made in the compensation during “the term of office for which the deadline applies.”

Therefore, Council has the following options available depending on whether it wants different salaries for half of the Council, or one across-the-board adjustment for a future Council:

1) *For staggered salaries:* Council may establish alderpersons’ salaries for terms starting in April 2024 (Districts 2, 4, 6, 8, 10, 12, and 14) prior to December 1, 2023, and subsequently establish salaries for Alderpersons for terms starting in April 2025 (Districts 1, 3, 5, 7, 9, 11, 13, and 15) prior to December 1, 2024: or,

2) *For a single adjustment:* establish the salary for all alderpersons seated on the Council in April 2025 prior to December 1, 2023.

If you have any questions or concerns, please do not hesitate to get in touch.

2023 Alderpersons

Municipality	Population # of Council/Board	Salary	Benefits	Expense Account
Appleton	74,370	\$6,750	Parking pass	None
EauClaire	70,587	\$3000; President = \$3600	\$10/mo cell phone allow, \$88.43 auto allow	None
Green Bay	107,015	\$10,287	Health, Dental, Deferred Comp	None
Kenosha	99,877	\$6,000	None	\$50 per diem per 1/2 day; \$100 per diem per 6 hour day; \$50 per
La Crosse	51,834	\$8,400.00	WRS, ICI, Section 125	Yes
Manitowoc	34,547	\$5,400.00	None	None
Neenah	26,137	\$5,280	None	None
Menasha	17,856	President \$5490; others \$5190	Workers compensation	Registration and Lodging for continued education/conferences/seminars
Oshkosh	66,607	\$5,000.06		None
Sheboygan	48,329	\$6,084	None	None
Wausau	39,994	\$5,354.96	None	None
West Bend	32,000	\$4,236.00	None	\$30/month
De Pere	25,525	\$7,639.00	EAP	None
Fond du Lac	44,678	President - \$6,000; others \$5,000	None	None
City of Fitchburg	31,000	President \$5,500; others \$5,000	None	None

## ELECTED ALDERPERSON SALARIES

Council Date	Election Year	Salary	Benefits	Notes
11-07-2001	2002	No increase		
11-07-2001	2003	\$5636 – 3%		
10-16-2002	2004	No increase		
10-16-2002	2005	No increase		
12-03-2003	2006	No increase		
10-19-2005	2007	No increase		
11-01-2006	2008	No increase		
01-21-2008	2009	\$5805 – 3%		
07-02-2009	2010	No increase		
07-02-2009	2011	No increase		
10-20-2010	2012	No increase		
01-04-2012	2013	No increase		
03-20-2013	2014	No increase		
11-20-2013	2015	No increase	5.12% increase with parking pass	Added Parking passes \$297 annual (\$33@9months) effective with the April, 2015 election
9-17-2014	2016	\$5921 – 2%	6.89% increase with parking pass	Parking Pass \$408 annual (\$33@6 months & \$35@6 months)
11-09-2015	2017	\$5980 – 1%	1.1% increase with parking pass	Parking Pass \$420 annual
10/19/2016	2018	\$6129.50 – 2.5%	plus parking pass	
10/18/2017	2019	No increase		
11/7/2018	2020	No increase		
10/16/2019	2021	1.5% increase \$6221.44	Plus parking pass	HR Committee & Council meeting 11/6/19
n/a	2022			HR did not get on committee agenda timely. Currently no 2022 rate change approved.
9/15/2021	2023	Increase to \$6750	Plus parking pass	HR committee approved 9/8/21
11/16/2022	2024	No increase		HR committee special session 11/16/2022

**CITY OF APPLETON 2024 BUDGET**

**INFORMATION TECHNOLOGY**

**Information Technology Director: Corey J. Popp**

**Deputy Director of Information Technology: Jennifer M. Thompson**

# CITY OF APPLETON 2024 BUDGET INFORMATION TECHNOLOGY

## MISSION STATEMENT

The Information Technology Department serves to provide all City departments with reliable, timely and accurate computer applications, as well as planning and implementation of technology related hardware and services that are both cost-effective and responsive to departmental needs.

## DISCUSSION OF SIGNIFICANT 2023 EVENTS

The Information Technology staff continued to support the City's departments, staff, and citizens' increasing dependence on reliable IT services through a focus on shoring up staff, processes, and network security. Some examples of accomplishments in 2023 are:

### Strategy

- Promoted a PC/LAN Specialist to the IT Deputy Director.
- Promoted a Help Desk Analyst to a PC/LAN Specialist.
- Hired a Help Desk Analyst.
- Hired an ERP Systems Specialist.

### Design

- Began design and implementation of the ERP Utility Billing system with the Finance department.
- Ran a proof-of-concept project to potentially upgrade the City's fiber-optic 'traffic network' with wireless cellular routers.
- Chose a supplier for the City's new website, to be implemented Q4 2023 through 2024.

### Transition

- Went live on the new ERP Property Tax module.
- Went live on ERP SaaS.
- Consolidated the City's Endpoint Detection and Response (EDR) software with its managed firewall service, thereby establishing an outsourced 24/7, full-service Security Operations Center (SOC) for the City.
- Implemented new wireless technology in the Appleton Police Department's squad cars to increase the reliability and performance of their onboard traffic, criminal, and computer-aided-dispatch software.
- Worked closely with GIS to replace Appleton.org's "My Neighborhood" with the latest GIS-based Property Search software.
- Implemented Change Management guidelines to help minimize system outages and ensure the availability of IT Services when needed.

### Operations

- Outsourced major network and data-center remediation projects.
- Outsourced managed network services.
- Significantly increased the efficiency of IT Operations by installing a heads-up display in the IT department, showing the real-time status of the City's data-center and network assets throughout the City.
- Received a "solid A to A-minus" on a third-party network penetration test. *\*Note that penetration tests are not actually graded in this way, and this was the vendor's casual response when asked to translate the test's results into an analogical letter grade.*

### Continual Service Improvement

- The IT Department closed 44 projects between January 1, 2023 and June 15, 2023, many of which included new or migrated SaaS solutions for the Appleton Police Department, City Clerk, Department of Public Works, Facilities, and Finance.
- 4,774 help desk tickets were created from January 1 to June 15, an increase of over 1,765 (58%) tickets from 2022.
- 4,697 help desk tickets were solved in the same timeframe, an increase of over 1,755 (59%) tickets from 2022.
- The significant increase in opened tickets does not reflect an increase in incidents or problems, but more likely the increased adoption and use of the help desk ticketing system by City staff.

# CITY OF APPLETON 2024 BUDGET INFORMATION TECHNOLOGY

## MAJOR 2024 OBJECTIVES

### Strategy

- Continue to develop the direction and strategy for IT Services by way of communication with the Mayor, IT/HR Committee, and Common Council.
- Continue to fine tune IT governance by implementing additional Information Technology Infrastructure Library (ITIL) processes as needed.

### Design

- Convert asset management and work orders from the iSeries mainframe to the new ERP system.
- Expand citizen engagement and self-service using the City's new website.
- Begin the implementation of a new cloud-based Public Safety Camera Program.
- IT is considering the implementation of SaaS telephone service currently not included in this 2024 budget. This cost would be potentially offset by reduced costs in IT's Consulting and Software Support budgets, traditional telephone service costs across all departments, and the elimination of an upcoming telephone CIP. A pilot of the technology will be conducted by the IT department in 2023 Q4. If it is successful, the project could be brought forward to the Common Council in 2024 for consideration of implementation and financing.

### Transition

- Continue to minimize system outages by ensuring smooth transitions between retiring and new IT Services.
- Continue to seek opportunities to convert in-house applications to SaaS, managed services, or cloud hosting.

### Operations

- Continue to ensure that IT services are delivered effectively and efficiently by fulfilling user requests, resolving service failures, fixing problems, and carrying out routine operational tasks.

### Continual Service Improvement

- Define additional methods of Service Measurement and Reporting.

## DEPARTMENT BUDGET SUMMARY

Programs		Actual		Budget			%
Unit	Title	2021	2022	Adopted 2023	Amended 2023	2024	Change *
<b>Program Revenues</b>		\$ -	\$ -	\$ -	\$ -	\$ -	N/A
<b>Program Expenses</b>							
13010	Administration	131,158	216,142	370,452	370,452	344,092	-7.12%
13020	Development	278,001	501,049	560,845	560,845	720,369	28.44%
13030	Network	1,717,720	1,381,886	1,758,843	2,262,843	1,602,319	-8.90%
<b>TOTAL</b>		\$ 2,126,879	\$ 2,099,077	\$ 2,690,140	\$ 3,194,140	\$ 2,666,780	-0.87%
<b>Expenses Comprised Of:</b>							
Personnel		969,008	945,529	1,097,125	1,097,125	1,036,197	-5.55%
Training & Travel		21,648	19,175	32,596	32,596	32,596	0.00%
Supplies & Materials		133,810	59,624	139,250	229,250	139,250	0.00%
Purchased Services		1,002,413	1,074,749	1,421,169	1,835,169	1,458,737	2.64%
<b>Full Time Equivalent Staff:</b>							
Personnel allocated to programs		10.00	10.00	10.00	10.00	10.00	

\* % change from prior year adopted budget  
Technology Services.xls

**CITY OF APPLETON 2024 BUDGET  
INFORMATION TECHNOLOGY**

**Administration**

**Business Unit 13010**

**PROGRAM MISSION**

To ensure that staff within the Information Technology Department can perform their duties in an effective manner while working in a pleasing and comfortable atmosphere. We will provide necessary tools, equipment, training and support to promote a healthy work environment that encourages customer support and personal development.

**PROGRAM NARRATIVE**

**Link to City Goals:**

Implements Key Strategies # 1: "Responsibly deliver excellent services", # 2: "Encourage active community participation and involvement", # 3: "Recognize and grow everyone's talents", # 4: "Continuously assess trends affecting the community and proactively respond", # 6: "Create opportunities and learn from successes and failures" and # 7: "Communicate our success through stories and testimonials".

**Objectives:**

Provide training resources to maintain, enhance and develop skills for efficient job performance and personal development of staff.

Provide workspace, parking, and supplies to create a comfortable working environment that meets safety and environmental needs.

**Major changes in Revenue, Expenditures, or Programs:**

No major changes.

**CITY OF APPLETON 2024 BUDGET  
INFORMATION TECHNOLOGY**

**Administration**

**Business Unit 13010**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
Expenses					
610100 Regular Salaries	\$ 72,965	\$ 145,474	\$ 253,282	\$ 253,282	\$ 243,024
615000 Fringes	17,064	39,650	77,324	77,324	60,222
620100 Training/Conferences	16,248	10,380	28,000	28,000	28,000
620200 Mileage Reimbursement	1,620	756	720	720	720
620600 Parking Permits	3,780	3,780	3,876	3,876	3,876
630100 Office Supplies	707	50	1,000	1,000	2,000
630300 Memberships & Licenses	50	239	50	50	50
630500 Awards & Recognition	-	45	200	200	200
632001 City Copy Charges	1,516	1,410	1,500	1,500	1,500
632700 Miscellaneous Equipment	2,170	-	1,000	1,000	1,000
641300 Utilities	2,996	2,441	3,500	3,500	3,500
659900 Other Contracts/Obligation	12,042	11,917	-	-	-
Total Expense	<u>\$ 131,158</u>	<u>\$ 216,142</u>	<u>\$ 370,452</u>	<u>\$ 370,452</u>	<u>\$ 344,092</u>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

Training/Conferences

Conferences	\$ 7,000
Administrative training	7,000
Development training	7,000
Operations training	7,000
	<u>\$ 28,000</u>

**CITY OF APPLETON 2024 BUDGET  
INFORMATION TECHNOLOGY**

**Development**

**Business Unit 13020**

**PROGRAM MISSION**

To ensure that all ERP users can collect, process and manage needed information and communicate more effectively, we will assist with the analysis, development, testing and implementation of new and upgraded automated systems, as well as maintain the availability and reliability of the ERP and related systems.

**PROGRAM NARRATIVE**

**Link to City Goals:**

Implements Key Strategies # 1: "Responsibly deliver excellent services", # 2: "Encourage active community participation and involvement", # 4: "Continuously assess trends affecting the community and proactively respond", and # 6: "Create opportunities and learn from successes and failures".

**Objectives:**

Implement Enterprise Asset Management on the Enterprise Resource Planning (ERP) system.

Expand citizen engagement and self-service using the City's new website.

Continue support of the legacy iSeries platform, while preparing to sunset it in 2025.

**Major changes in Revenue, Expenditures, or Programs:**

The increase in Software Support website development and licensing reflects the estimated increase in website costs on a new platform.

The introduction of Software Support Enterprise CMS (Metafile) reflects a budget transfer from Operations (13030) to Development (13020).

**CITY OF APPLETON 2024 BUDGET  
INFORMATION TECHNOLOGY**

**Development**

**Business Unit 13020**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
Expenses					
610100 Regular Salaries	\$ 180,431	\$ 185,687	\$ 173,304	\$ 173,304	\$ 261,031
610400 Call Time Wages	779	2,379	2,043	2,043	2,604
610800 Part-Time Wages	20,956	34,526	-	-	-
615000 Fringes	64,464	74,698	60,523	60,523	99,759
632700 Miscellaneous Equipment	-	1,623	-	-	-
640400 Consulting Services	-	15,675	12,000	12,000	12,000
641800 Equip. Repairs & Maint.	6,810	13,023	7,000	7,000	7,000
642400 Software Support	4,561	173,438	305,975	305,975	337,975
Total Expense	<u>\$ 278,001</u>	<u>\$ 501,049</u>	<u>\$ 560,845</u>	<u>\$ 560,845</u>	<u>\$ 720,369</u>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

Software Support

Tyler ERP SaaS	\$ 262,775
Website development and licensing	31,000
Enterprise CMS (Metafile)	25,000
Internet domain registrations/SSL certs	2,000
EliteForms	2,000
HelpSystems	8,000
Prodata DBU Maint	500
Cobol	500
Website accessibility software	4,000
Apex Dev software	2,200
	<u>\$ 337,975</u>

**CITY OF APPLETON 2024 BUDGET  
INFORMATION TECHNOLOGY**

**Operations**

**Business Unit 13030**

**PROGRAM MISSION**

To ensure that users of City network data and communication systems can continue to perform automated functions in an effective manner, we will maintain the availability and reliability of such systems and correct any operational problems, as well as provide appropriate upgrades and development of new systems as needed.

**PROGRAM NARRATIVE**

**Link to City Goals:**

Implements Key Strategies # 1: "Responsibly deliver excellent services", # 2: "Encourage active community participation and involvement", # 4: "Continuously assess trends affecting the community and proactively respond", and # 6: "Create opportunities and learn from successes and failures".

**Objectives:**

Begin the implementation of a new cloud-based Public Safety Camera Program.

Reduce dependency on the City Hall data center and IT staff by seeking opportunities to convert in-house hosted IT services to SaaS (Software-as-a-Service).

**Major changes in Revenue, Expenditures, or Programs:**

The IT Department will see significant price increases in its Microsoft O365 and Barracuda Email Protection software costs, but the department was able to offset those increases with savings in Managed Service and Antivirus subscription costs.

IT is budgeting for a roughly-estimated initial implementation of a cloud-based Public Safety Camera Program.

Other departments are seeing 4-digit year-over-year increases in Software Support costs, with the larger numbers being attributed to inflation and pricing adjustments, and the smaller numbers related to moving from on-premise servers to SaaS.

**CITY OF APPLETON 2024 BUDGET  
INFORMATION TECHNOLOGY**

**Operations**

**Business Unit 13030**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
Expenses					
610100 Regular Salaries	\$ 444,527	\$ 349,199	\$ 378,691	\$ 378,691	\$ 278,006
610400 Call Time Wages	4,544	2,946	3,777	3,777	2,773
610500 Overtime Wages	4,177	1,092	1,931	1,931	1,788
615000 Fringes	159,100	109,878	146,250	146,250	86,990
620100 Training/Conferences	-	4,259	-	-	-
630100 Office Supplies	8,692	9,382	9,500	9,500	8,500
632700 Miscellaneous Equipment	120,674	46,875	126,000	216,000	126,000
640400 Consulting Services	52,211	81,095	35,000	449,000	33,700
641307 Telephone	2,288	2,907	1,750	1,750	1,750
641800 Equipment Repairs & Maint.	31,560	24,423	114,300	114,300	84,300
641900 Communication Eq. Repairs	13,503	25,954	42,000	42,000	46,800
642400 Software Support	757,506	617,871	730,394	730,394	767,112
642600 Network Security Support	118,938	106,005	169,250	169,250	164,600
Total Expense	<u>\$ 1,717,720</u>	<u>\$ 1,381,886</u>	<u>\$ 1,758,843</u>	<u>\$ 2,262,843</u>	<u>\$ 1,602,319</u>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

Miscellaneous Equipment

Upgrade PCs and laptops	\$ 83,000
Upgrade MDCs	30,000
Misc. network hardware	13,000
	<u>\$ 126,000</u>

Software Support

Microsoft agreement	\$ 170,000
Outagamie County (Spillman)	70,000
ArcGIS ESRI	62,500
Mitel VoIP support	44,000
Microsoft Azure Cloud	36,000
Presidio	35,000
NEOGOV	31,000
Autodesk (DLT/US)	28,000
ImageTrend Elite	23,000
Patriot Properties	22,000
Velocity	22,000
Public Safety Cameras SaaS	20,000
TargetSolutions LMS & Sched	20,000
Adobe Creative Suite	19,000
ArchiveSocial	15,000
Celebrite forensics software	14,000
Facilicard/Identocard	13,294
Debtbook	13,000
Cycom CityLaw SaaS	11,400
Vision Internet	10,000
VMWare	10,000
Vermont RecTrac SaaS	7,000
Fuelmaster SaaS (FMLive)	6,500
PipeTech SaaS	5,000
OnceHub SaaS	5,000
Miscellaneous increases	5,000
Desigo HVAC software	4,000
ID networks (PD)	4,300
PDQ/Dell Inventory software	4,300
Modeco Timescape	4,000
Remote Participation (Zoom)	4,000
Granicus govAccess	3,400
Farozone diagram software	2,600
GlobalTraffic Opticom	2,200
CradlePoint (AFD)	2,200
Porter Lee Beast evidence	2,200
Apex Sketching (Assessors)	2,200
Carahsoft OpenRoads	2,000
Inframanage	2,000
Mitchell (Shopkey)	1,800
Win-Wam (Health W&M)	1,800
Helpdesk	1,700
Forensic software (PD)	1,600
Novatime (Transit)	1,300
ID Wholesaler Cloudbadging	1,258
K-9 Unit SaaS	560
	<u>\$ 767,112</u>

Consulting

Network consulting	\$ 17,000
Telephone system consulting	16,700
	<u>\$ 33,700</u>

Equip. Repairs & Maint.

Wireless licensing	\$ 26,000
Core switch support	13,300
Network managed services	45,000
	<u>\$ 84,300</u>

Communication Equip. Repair

Pro-rata share of fiber network costs	\$ 30,000
WiscNet Internet Service	12,000
Spectrum Internet	4,800
	<u>\$ 46,800</u>

Network Security Support

Endpoint EDR (Cortex XDR)	\$ 15,000
Phishing Security SaaS (KnowBe4)	10,000
Security Operations Center (Nexum)	36,600
Spam/Phishing filtering (Barracuda)	60,000
Mobile VPN (NetMotion)	28,000
Network penetration testing	15,000
	<u>\$ 164,600</u>

**CITY OF APPLETON 2024 BUDGET  
INFORMATION TECHNOLOGY**

	2021 <u>ACTUAL</u>	2022 <u>ACTUAL</u>	2023 <u>YTD ACTUAL</u>	2023 <u>ORIG BUD</u>	2023 <u>REVISED BUD</u>	2024 <u>BUDGET</u>
Salaries						
610100 Regular Salaries	602,603	581,039	210,096	805,277	805,277	782,061
610400 Call Time Wages	5,323	5,325	1,337	5,820	5,820	5,377
610500 Overtime Wages	4,177	1,092	210	1,931	1,931	1,788
610800 Part-Time Wages	20,956	34,526	12,254	-	-	-
611400 Sick Pay	-	17,633	-	-	-	-
611500 Vacation Pay	95,323	81,688	23,471	-	-	-
615000 Fringes	<u>240,626</u>	<u>224,226</u>	<u>71,897</u>	<u>284,097</u>	<u>284,097</u>	<u>246,971</u>
TOTAL PERSONNEL	969,008	945,529	319,265	1,097,125	1,097,125	1,036,197
Training~Travel						
620100 Training/Conferences	16,248	14,639	4,234	28,000	28,000	28,000
620200 Mileage Reimbursement	1,620	756	-	720	720	720
620600 Parking Permits	<u>3,780</u>	<u>3,780</u>	<u>3,920</u>	<u>3,876</u>	<u>3,876</u>	<u>3,876</u>
TOTAL TRAINING / TRAVEL	21,648	19,175	8,154	32,596	32,596	32,596
Supplies						
630100 Office Supplies	9,400	9,432	2,992	10,500	10,500	10,500
630300 Memberships & Licenses	50	239	-	50	50	50
630500 Awards & Recognition	-	45	103	200	200	200
632001 City Copy Charges	1,516	1,410	316	1,500	1,500	1,500
632700 Miscellaneous Equipment	<u>122,844</u>	<u>48,498</u>	<u>30,273</u>	<u>127,000</u>	<u>217,000</u>	<u>127,000</u>
TOTAL SUPPLIES	133,810	59,624	33,684	139,250	229,250	139,250
Purchased Services						
640400 Consulting Services	52,211	96,770	35,736	47,000	461,000	45,700
641307 Telephone	3,317	3,909	1,112	1,750	1,750	1,750
641308 Cellular Phones	882	1,439	125	3,500	3,500	3,500
641309 Cable Services	1,084	-	-	-	-	-
641800 Equipment Repairs & Maint.	38,370	37,446	2,319	121,300	121,300	91,300
641900 Communication Eq. Repairs	13,503	25,954	780	42,000	42,000	46,800
642400 Software Support	762,066	791,309	324,124	1,036,369	1,036,369	1,105,087
642600 Network Security Support	118,938	106,005	34,101	169,250	169,250	164,600
659900 Other Contracts/Obligation	<u>12,042</u>	<u>11,917</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL PURCHASED SVCS	<u>1,002,413</u>	<u>1,074,749</u>	<u>398,297</u>	<u>1,421,169</u>	<u>1,835,169</u>	<u>1,458,737</u>
TOTAL EXPENSE	<u>2,126,879</u>	<u>2,099,077</u>	<u>759,400</u>	<u>2,690,140</u>	<u>3,194,140</u>	<u>2,666,780</u>



**CITY OF APPLETON 2024 BUDGET  
CAPITAL PROJECTS FUNDS**

**Information Technology**

**Business Unit 4220**

**PROGRAM MISSION**

This program accounts for funding sources and expenditures for various data processing, communications, and technology related needs.

**PROGRAM NARRATIVE**

**Link to Strategy:**

Implements Key Strategy # 1: "Responsibly deliver excellent services".

**Objectives:**

Further descriptions of projects to be funded from this fund can be found in the Capital Projects section of the budget, as follows:

<u>Project</u>	<u>Amount</u>	<u>Page</u>
Information Technology - ERP	\$ 65,000	Projects, pg. 654
Information Technology - Fuelmaster Upgrade	35,000	Projects, pg. 655
Library - Self-check machines & RFID Pads	50,000	Projects, pg. 659
	<u>\$ 150,000</u>	

**Major changes in Revenue, Expenditures, or Programs:**

No major changes.

**DEPARTMENT BUDGET SUMMARY**

Programs		Actual		Budget			% Change *
Unit	Title	2021	2022	Adopted 2023	Amended 2023	2024	
<b>Program Revenues</b>		\$ (2,965)	\$ 110,770	\$ 250,000	\$ 250,000	\$ 150,000	-40.00%
<b>Program Expenses</b>		\$ 120,863	\$ 488,835	\$ 250,000	\$ 442,270	\$ 150,000	-40.00%
<b>Expenses Comprised Of:</b>							
	Personnel	-	-	-	-	-	N/A
	Purchased Services	-	-	-	-	-	N/A
	Capital Expenditures	120,863	488,835	250,000	442,270	150,000	-40.00%
	Transfers Out	-	-	-	-	-	N/A

**CITY OF APPLETON 2024 BUDGET  
CAPITAL PROJECTS FUNDS**

**Information Technology**

**Business Unit 4220**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
<b>Revenues</b>					
471000 Interest on Investments	\$ (2,965)	\$ (9,230)	\$ -	\$ -	\$ -
591000 Proceeds of Long-term Debt	-	120,000	250,000	250,000	150,000
592100 Transfer In - General Fund	65,000	550,000	-	-	-
<b>Total Revenue</b>	<b>\$ 62,035</b>	<b>\$ 660,770</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>	<b>\$ 150,000</b>
<b>Expenses</b>					
680401 Machinery & Equipment	\$ 88,363	\$ 179,419	\$ 250,000	\$ 276,160	\$ 150,000
681500 Software Acquisition	32,500	309,416	-	166,110	-
<b>Total Expense</b>	<b>\$ 120,863</b>	<b>\$ 488,835</b>	<b>\$ 250,000</b>	<b>\$ 442,270</b>	<b>\$ 150,000</b>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

Software Acquisition

ERP System	\$ 65,000
Fuelmaster upgrade	35,000
Self-check machines and RFID pads	50,000
<b>Total</b>	<b>\$ 150,000</b>

**CITY OF APPLETON 2024 BUDGET  
INFORMATION TECHNOLOGY**

**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE (DEFICIT)**

<b>Revenues</b>	2021 Actual	2022 Actual	2023 Budget	2023 Projected	2024 Budget
Interest Income (Loss)	\$ (2,965)	\$ (9,230)	\$ -	\$ -	\$ -
Other	-	-	-	-	-
Total Revenues	<u>(2,965)</u>	<u>(9,230)</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Expenses</b>					
Program Costs	120,863	488,835	250,000	831,911	150,000
Total Expenses	<u>120,863</u>	<u>488,835</u>	<u>250,000</u>	<u>831,911</u>	<u>150,000</u>
Revenues over (under) Expenses	(123,828)	(498,065)	(250,000)	(831,911)	(150,000)
<b>Other Financing Sources (Uses)</b>					
Proceeds of G.O. Debt	-	120,000	250,000	250,000	150,000
Operating Transfers In	65,000	550,000	-	-	-
Operating Transfers Out	-	-	-	-	-
Total Other Financing Sources (Uses)	<u>65,000</u>	<u>670,000</u>	<u>250,000</u>	<u>250,000</u>	<u>150,000</u>
Net Change in Equity	(58,828)	171,935	-	(581,911)	-
Fund Balance - Beginning	<u>468,815</u>	<u>409,987</u>	<u>581,922</u>	<u>581,922</u>	<u>11</u>
Fund Balance - Ending	<u>\$ 409,987</u>	<u>\$ 581,922</u>	<u>\$ 581,922</u>	<u>\$ 11</u>	<u>\$ 11</u>

**CITY OF APPLETON 2024 BUDGET**

**HUMAN RESOURCES**

**Human Resources Director: Jay M. Ratchman**

**Deputy Director of Human Resources: Kim M. Kamp**

# CITY OF APPLETON 2024 BUDGET HUMAN RESOURCES

## MISSION STATEMENT

The Human Resource Department will attract, develop, and retain a high-performing, diverse workforce and foster an environment where employees can use their talents to thrive.

## DISCUSSION OF SIGNIFICANT 2023 EVENTS

The Human Resources staff continued to support and provide service to City departments, staff, and the public through innovative programs and enhancements. Some examples of accomplishments in 2023 are:

### General Administration:

- Completed a compensation equity audit using guidance from the Equal Employment Opportunity Commission (EEOC), which was the final step in implementing our new compensation plan and documenting the plan as fair and equitable.
- Continued to train/develop staff members within HR, with specific focus on Tyler Munis and Neogov technologies.
- Continued working with the Financial Wellness Team, focusing on communication and the implementation of a fund geared toward retirees to generate retirement income.
- Continued relationships with UMR and CVS/Caremark, allowing us to continue to obtain significant rebates as part of this cooperative.
- Continued health services at the employee Connecting Care Clinic (CCC) and renewal of our commitment with the AASD. Currently working on an option to relocate the clinic. The new location will offer additional space, easier patient access, and significant cost savings.
- Continued transition into Tyler Munis for HR and Payroll systems. Created an internal HR/Payroll team to allow for better communication and discussion of processes with new staff members in these critical roles.
- Updated a variety of HR and safety policies.
- Continued work by the HealthSmart Team including sponsoring wellness programs and fitness tracking challenges through myInertia. On-site biometric health screenings will take place in fall 2023.
- Provided monthly updates to online dashboards to measure key metrics related to HR.
- Completed a HIPAA audit with the use of an external compliance tool.
- Began conducting new employee surveys to gain feedback on our onboarding and new employee experience.
- Started 457 deferred compensation plan review and compliance with Secure Act 2.0.

### Employee and Labor Relations:

- Started labor contract negotiations with the Police and Valley Transit unions.
- Assisted with general leaves of absence, FMLA leaves of absence, worker's compensation, wage compression issues, internal compensation equity issues, career development, and a variety of employment related matters.
- Managed the unemployment compensation program (monitoring claims, responding to the State of Wisconsin, and contesting claims when appropriate).
- Updated City of Appleton EEOC and Affirmative Action plan documents.
- Participated in the Valley Transit tri-annual audit.

### Talent Acquisition and Retention:

- Completed recruitment processes for internal promotions, lateral transfers, and recruitment from the outside.
- Coordinated and assisted the Police and Fire Commissions with the selection of police officers, firefighters, and other promotional processes.
- Completed hiring process for the Community and Economic Development Director position.
- Continued efforts to increase our reach through social media, direct recruitment, and branding of recruitment materials.
- Conducted interviews in-person, virtually (Microsoft Teams and Zoom), and via the phone to accommodate candidate needs.
- Worked with the Parks, Recreation, and Facilities Management Department to increase efficiencies for seasonal recruitment.
- On-going maintenance of Human Resources and DEI dashboards to display diversity, equity, and inclusion data for existing employees and recruitment processes.

### Talent Management and Development:

- Coordinated required new-hire paperwork and training for seasonal staff via onboarding portal.
- Provided required training virtually for general employees and supervisors.
- Facilitated initial new employee online orientation training through the onboarding tool.
- Conducted bimonthly new supervisor orientation training and new employee orientations.
- Provided recognition for administrative professionals during Administrative Professionals' Week.
- Implemented recognition for multiple departments, including DPW, Valley Transit, Finance and Mayor's Office.
- Implemented new City Celebrations Recognition program for employees with milestone anniversaries (10, 20, and 30 years).
- Administered the THRIVE Leadership Academy for current and upcoming City leaders.
- Facilitated EQi assessments and individual/team development.
- Facilitated EQi360 and Hogan assessments with the City leadership team members.
- Provided Dealing with Difficult Customers De-escalation training for all employees.

# CITY OF APPLETON 2024 BUDGET

## HUMAN RESOURCES

### MAJOR 2024 OBJECTIVES

To provide departmental support meeting the City's organizational needs in the areas of:

Human Resources Compliance and Administration:

- Ongoing monthly review of the medical and dental plans against trend and compliance changes.
- Quarterly strategic planning with insurance brokers on health, dental, and other benefit plans to review and, when appropriate, implement cost containment strategies.
- Evaluate and administer the annual personal health risk assessments and other health and wellness driven benefits for all employees, spouses, and retirees.
- Administer various wellness programs to educate employees and promote health and wellness.
- Ongoing review and maintenance of non-represented employee compensation system to ensure that it remains fair, equitable, and legally compliant.
- Promote the Connecting Care Clinic and services including promotion of a new location.
- Promote programs to increase employee financial wellness and retirement readiness.
- Continue review of 457 deferred compensation plan and compliance with Secure Act 2.0.
- Finalize negotiation and implementation of the Police and Valley Transit contracts.
- Provide assistance on labor contract interpretations and handle grievances.
- Monitor unemployment reports and work with Attorney's Office on unique claims.

Talent Acquisition and Retention:

- Fill vacant employee positions throughout the year.
- Continue to use a variety of means to interview candidates (e.g. in-person, virtual, and phone).
- Continue to evaluate the use of testing and employment related assessments to best meet the organization's needs.
- Review background procedures and evaluate alternatives.
- Increase social media impact and continue to market HR on the appropriate social media platforms.
- Monitor and explore ways to improve our diversity outreach.
- Share and highlight DEI statistics with internal and external audiences.
- Continue work on branding.

Talent Management and Development:

- Continue to implement Citywide talent management strategy, including updates and implementation of Citywide and department workforce analyses, succession plans, individual development plans and Citywide leadership development programs.
- Continue to create and facilitate required general employee and supervisory training sessions.
- Continue development and implementation of e-learning programs.
- Conduct new employee orientation sessions.
- Facilitate new supervisor orientation sessions.
- Conduct seasonal employee training programs and online learning.
- Coordinate team and individual development opportunities for City employees.
- Manage and expand use of online onboarding and offboarding systems.
- Coordinate and facilitate organizational culture initiatives.
- Expand use of EQi, Hogan, and other leadership development tools.
- Research the development of a new aspiring leaders program to help prepare employees to move into supervisory roles.
- Continue to implement and manage online onboarding, performance evaluation, and learning management system.

### DEPARTMENT BUDGET SUMMARY

Programs		Actual		Budget			%
Unit	Title	2021	2022	Adopted 2023	Amended 2023	2024	Change *
<b>Program Revenues</b>		\$ 106	\$ -	\$ -	\$ -	\$ -	N/A
<b>Program Expenses</b>							
14010	HR Compliance	349,127	404,386	410,913	410,913	416,431	1.34%
14020	Talent Acquisition	149,269	225,254	180,388	180,388	201,339	11.61%
14040	Talent Management	178,312	195,658	181,823	181,823	194,080	6.74%
<b>TOTAL</b>		<b>\$ 676,708</b>	<b>\$ 825,298</b>	<b>\$ 773,124</b>	<b>\$ 773,124</b>	<b>\$ 811,850</b>	<b>5.01%</b>
<b>Expenses Comprised Of:</b>							
Personnel		589,760	671,054	667,855	667,855	697,905	4.50%
Training & Travel		17,126	23,521	25,990	25,990	26,350	1.39%
Supplies & Materials		7,708	10,895	15,779	15,779	15,781	0.01%
Purchased Services		62,114	119,828	63,500	63,500	71,814	13.09%
<b>Full Time Equivalent Staff:</b>							
Personnel allocated to programs		6.15	6.15	6.15	6.15	6.15	

\* % change from prior year adopted budget  
Human Resources.xls

# CITY OF APPLETON 2024 BUDGET

## HUMAN RESOURCES

Human Resources Compliance and Administration

Business Unit 14010

### PROGRAM MISSION

For the benefit of managers and employees, so that the City may attract and retain talented and dedicated staff who will be fairly and equitably compensated and supervised, we will develop and administer policies and procedures, maintain compensation schedules reflective of the market, conduct labor contract negotiations, resolve grievances, and assist with employee-related issues.

### PROGRAM NARRATIVE

#### Link to City Goals:

Implements Key Strategies #1: "Responsibly deliver excellent services", #3: "Recognize and grow everyone's talents", and #5: "Promote an environment that is respectful and inclusive."

#### Objectives:

- Develop, implement, maintain and distribute policies and procedures applicable to City employees
- Review policies and procedures
- Serve as a resource for other agencies seeking employment and statistical data
- Administer various policies and programs to comply with state and federal legislation
- Administer employer fringe benefit programs and voluntary fringe benefit programs
- Ensure fringe benefit programs are administered in accordance with State and federal laws
- Counsel employees on benefit related matters
- Conduct organizational benefit reviews
- Coordinate and administer the employee compensation and classification system, including use of the Baker Tilly Safe System, for ongoing evaluations
- Administer the performance and goal evaluation system
- Educate employees on health insurance costs and issues
- Maintain employment records
- Negotiate labor union contracts, address employee issues, and handle grievances as they occur
- Investigate complaints and follow through to resolution
- Provide intervention and conflict resolution services
- Assist and advise employees on employment related issues
- Provide contract interpretation and training
- Coordinate and participate in grievance and interest arbitrations

#### Major Changes in Revenue, Expenditures or Programs:

Consulting services increased due to 457 deferred compensation plan review and compliance with Secure Act 2.0. Also, Training/Conferences budget moved out of Administration and into Talent Management and Development.

# CITY OF APPLETON 2024 BUDGET

## HUMAN RESOURCES

**Human Resources Compliance and Administration**

**Business Unit 14010**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
<b>Revenues</b>					
480100 General Charges for Service	\$ 106	\$ -	\$ -	\$ -	\$ -
<b>Total Revenue</b>	<b>\$ 106</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expenses</b>					
610100 Regular Salaries	\$ 252,282	\$ 291,557	\$ 298,957	\$ 298,957	\$ 293,578
610500 Overtime Wages	599	2,479	-	-	-
615000 Fringes	83,243	99,758	98,131	98,131	106,064
620100 Training/Conferences	76	1,028	110	110	-
620200 Mileage Reimbursement	9	81	-	-	72
620600 Parking Permits	2,152	2,511	2,880	2,880	2,880
630100 Office Supplies	819	1,399	1,000	1,000	1,000
630300 Memberships & Licenses	420	-	420	420	420
630500 Awards & Recognition	496	-	92	92	92
630700 Food & Provisions	361	123	123	123	125
631500 Books & Library Materials	92	-	-	-	-
632001 City Copy Charges	2,130	2,630	3,000	3,000	3,000
632002 Outside Printing	506	200	400	400	400
632700 Miscellaneous Equipment	21	841	200	200	200
640400 Consulting Services	5,391	1,174	5,000	5,000	8,000
641307 Telephone	468	481	500	500	500
659900 Other Contracts/Obligation	62	124	100	100	100
<b>Total Expense</b>	<b>\$ 349,127</b>	<b>\$ 404,386</b>	<b>\$ 410,913</b>	<b>\$ 410,913</b>	<b>\$ 416,431</b>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

None

# CITY OF APPLETON 2024 BUDGET

## HUMAN RESOURCES

Talent Acquisition and Retention

Business Unit 14020

### PROGRAM MISSION

For the benefit of the program managers, so that the City will have a qualified, diverse staff, we will research, recruit and recommend appropriate candidates.

### PROGRAM NARRATIVE

#### Link to City Goals:

Implements Key Strategies #1: "Responsibly deliver excellent services", #3: "Recognize and grow everyone's talents", and #5: "Promote an environment that is respectful and inclusive."

#### Objectives:

- Review and make recommendations on the filling of vacancies, reorganizations and other staffing changes
- Review and update job descriptions and post or advertise vacant positions
- Receive and screen applications
- Administer selection process including: corresponding with applicants; maintaining recruitment data; testing; interviewing; performing background and reference checks; coordinating travel arrangements; medical, psychological, and physical agility testing; and documenting employment offers
- Maintain statistical data on applicant files
- Process all recruitment for seasonal employees
- Outline and document all hiring processes and continue to explore online job posting opportunities
- Evaluate the use of testing and employment related assessments and background procedures
- Use Neogov system for all volunteer processes to streamline and ensure all background checks are completed
- Build qualified applicant pools that are representative of the community
- Continually evaluate creative methods to attract quality talent
- Work through branding of recruitment materials

#### Major Changes in Revenue, Expenditures or Programs:

No major changes.

**CITY OF APPLETON 2024 BUDGET  
HUMAN RESOURCES**

**Talent Acquisition and Retention**

**Business Unit 14020**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
Expenses					
610100 Regular Salaries	\$ 77,038	\$ 103,915	\$ 107,364	\$ 107,364	\$ 111,584
610500 Overtime Wages	22	-	-	-	-
615000 Fringes	31,392	42,646	36,119	36,119	52,464
620100 Training/Conferences	74	39	-	-	-
620200 Mileage Reimbursement	6	134	-	-	72
620500 Employee Recruitment	13,621	10,210	14,000	14,000	14,000
630300 Memberships & Licenses	230	319	205	205	205
630700 Food & Provisions	947	835	500	500	500
640400 Consulting Services	18,764	60,963	22,000	22,000	22,314
641200 Advertising	7,003	6,016	-	-	-
641307 Telephone	172	177	200	200	200
Total Expense	<u>\$ 149,269</u>	<u>\$ 225,254</u>	<u>\$ 180,388</u>	<u>\$ 180,388</u>	<u>\$ 201,339</u>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

Consulting Services

Pre-employment Physical Testing	\$ 10,764
Pre-employment Psychological Testing	8,800
Personnel Evaluation, Inc.	2,750
	<u>\$ 22,314</u>

# CITY OF APPLETON 2024 BUDGET

## HUMAN RESOURCES

**Talent Management and Development**

**Business Unit 14040**

### PROGRAM MISSION

For the benefit of City staff and the community, we will provide training to meet strategic goals and educational opportunities for staff to enhance employees' skills, to fulfill legally mandated training requirements, and to increase employee engagement and development.

### PROGRAM NARRATIVE

#### Link to City Goals:

Implements Key Strategies #1: "Responsibly deliver excellent services", #3: "Recognize and grow everyone's talents", #5: "Promote an environment that is respectful and inclusive", and #6: "Create opportunities and learn from successes and failures".

#### Objectives:

- Coordinate and conduct annual required general employee training classes for all employees
- Coordinate and facilitate supervisory training
- Maintain Citywide training and tracking database
- Create and manage e-learning courses
- Facilitate staff and team development sessions
- Deliver organizational development training
- Conduct bimonthly new employee orientation programs
- Conduct bimonthly new supervisor orientation training
- Coordinate and conduct seasonal training through our online onboarding tool
- Facilitate Citywide talent management strategy, including workforce analysis and succession plans
- Coordinate and facilitate leadership programs, including individual development plans and mentoring program
- Continue to implement and manage online Neogov performance evaluation system
- Continue to expand use of online onboarding and offboarding systems
- Coordinate and facilitate organizational culture discussions and action plans
- Manage and expand use of leadership development tools (i.e. EQi, Hogan)
- Coordinate and implement 360 assessment tool for the leadership team members
- Offer new THRIVE 2.0 classes for continued leadership development
- Research and implement development programs for mid-level managers
- Administer the City Celebrations Recognition program and the annual employee picnic.

#### Major Changes in Revenue, Expenditures or Programs:

Training/Conferences increased budget is a result of moving funds from Administration budget to Talent Management and Development.

**CITY OF APPLETON 2024 BUDGET**

**HUMAN RESOURCES**

**Talent Management and Development**

**Business Unit 14040**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
Expenses					
610100 Regular Salaries	\$ 108,416	\$ 96,547	\$ 96,858	\$ 96,858	\$ 98,285
610500 Overtime Wages	196	-	-	-	-
615000 Fringes	36,567	34,152	30,426	30,426	35,930
620100 Training/Conferences	1,149	9,293	9,000	9,000	9,110
620200 Mileage Reimbursement	45	225	-	-	216
630300 Memberships & Licenses	-	-	289	289	289
630700 Food & Provisions	1,686	4,548	9,550	9,550	9,550
640400 Consulting Services	30,253	49,797	35,000	35,000	40,000
659900 Other Contracts/Obligation	-	1,096	700	700	700
Total Expense	<u>\$ 178,312</u>	<u>\$ 195,658</u>	<u>\$ 181,823</u>	<u>\$ 181,823</u>	<u>\$ 194,080</u>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

Consulting Services

General Employee Training/Development	\$ 6,500
Organizational Development	10,000
Supervisor/Leadership Development	22,000
Administrative Professionals Event	1,500
	<u>\$ 40,000</u>

**CITY OF APPLETON 2024 BUDGET  
HUMAN RESOURCES**

	2021 ACTUAL	2022 ACTUAL	2023 YTD ACTUAL	2023 ORIG BUD	2023 REVISED BUD	2024 BUDGET
Charges for Services						
480100 General Charges for Service	106	-	-	-	-	-
TOTAL PROGRAM REVENUES	106	-	-	-	-	-
Salaries						
610100 Regular Salaries	437,739	492,019	156,363	503,179	503,179	503,447
610500 Overtime Wages	818	2,479	2,073	-	-	-
615000 Fringes	151,203	176,556	60,360	164,676	164,676	194,458
TOTAL PERSONNEL	589,760	671,054	218,796	667,855	667,855	697,905
Training~Travel						
620100 Training/Conferences	1,299	10,360	4,128	9,110	9,110	9,110
620200 Mileage Reimbursement	54	440	120	-	-	360
620500 Employee Recruitment	13,621	10,210	2,259	14,000	14,000	14,000
620600 Parking Permits	2,152	2,511	2,880	2,880	2,880	2,880
TOTAL TRAINING / TRAVEL	17,126	23,521	9,387	25,990	25,990	26,350
Supplies						
630100 Office Supplies	819	1,399	298	1,000	1,000	1,000
630300 Memberships & Licenses	650	319	721	914	914	914
630500 Awards & Recognition	496	-	-	92	92	92
630700 Food & Provisions	2,994	5,506	833	10,173	10,173	10,175
631500 Books & Library Materials	92	-	-	-	-	-
632001 City Copy Charges	2,130	2,630	670	3,000	3,000	3,000
632002 Outside Printing	506	200	-	400	400	400
632700 Miscellaneous Equipment	21	841	225	200	200	200
TOTAL SUPPLIES	7,708	10,895	2,747	15,779	15,779	15,781
Purchased Services						
640400 Consulting Services	54,408	111,934	25,345	62,000	62,000	70,314
641200 Advertising	7,003	6,016	-	-	-	-
641307 Telephone	641	658	158	700	700	700
659900 Other Contracts/Obligation	62	1,220	700	800	800	800
TOTAL PURCHASED SVCS	62,114	119,828	26,203	63,500	63,500	71,814
TOTAL EXPENSE	676,708	825,298	257,133	773,124	773,124	811,850



**CITY OF  
APPLETON**

**HUMAN RESOURCES DEPARTMENT**

100 N. Appleton Street  
Appleton, WI 54911  
Phone: (920) 832-6458  
Fax: (920) 832-5845

---

To: Human Resources/Information Technology Committee, and Appleton Common Council

From: Human Resources Director Jay Ratchman

Date: October 19, 2023

Re: Clarification on City of Appleton Mayor Compensation for new term starting April 2024

On October 18, 2023, the Appleton Common Council approved the salary for the Mayor term 2024-2028.

As a point of clarification, under Wisconsin Statute **62.09(5)** terms; substitutes.

(a) The regular term of office of mayor and alderperson shall commence on the 3rd Tuesday of April in the year of their election.

The new Mayor term will begin on April 16, 2024. Raises during the term will take effect on the anniversary date of April 16<sup>th</sup> in each subsequent year.

If you have any questions, please let me know.

Sincerely,

Jay Ratchman  
Human Resources Director

## Recruitment Status Report

Updates thru 10/19/2023

HR Generalist	Position	Dept.	Date of Vacancy	Open Date	# of Openings	Status
<b>Jessie</b>	Operator II - Stormwater	DPW	11/01/23	10/18/23	1	Internal application deadline: 10/29/23.
	Engineering Technician	DPW	07/14/23	08/23/23	1	Reviewing applications.
	Civil Engineer	DPW	09/25/23	09/22/23	1	Application deadline: 10/29/23.
	Bus Driver	VT	Multiple	N/A	7	Application deadline: 11/19/23.
	Bus Driver - Part-Time	VT	N/A	N/A	N/A	Application deadline: 11/19/23.
	Utility Worker - Part-Time	VT	09/30/21	10/05/21	N/A	Application deadline: 11/19/23. Job offer accepted, 10/16/23.
	Utility Worker	VT	New Position	08/01/23	1	Application deadline: 11/19/23.
	Maintenance Specialist - Millwright	Utilities	10/02/23	08/31/23	1	Offer extended to top candidate.
	Police Officer	Police	N/A	N/A	1+Elig.	Application deadline: 10/22/23. 2 Job offers accepted, start date: 11/06/23. Conditional offer extended to 1 candidate. PFC interviews: 10/23/23.
Community Service Officer	Police	Multiple	05/18/23	Multiple	Conditional offer extended to 1 candidate.	
Communication Specialist - .5 FTE	Police	09/30/23	10/09/23	1	Application deadline: 10/29/23.	
Executive Assistant to the Police Chief	Police	01/03/24	10/06/23	1	Application deadline: 10/22/23.	
Firefighter	Fire	Multiple	09/15/23	2	Chief interviews: 11/08/23.	
Library Page Clerk - Regular Part-Time	Library	10/03/24	N/A	1	Job offer accepted, start date 10/16/23.	
Administrative Support Specialist - Clerk's Office	Legal & Admin	10/02/23	09/27/23	1	Panel interviews: 10/25/23.	

**Total Positions Open: 22**

**Total Eligibility Lists: 1**

### Positions on Hold

HR Generalist	Position	Dept.	Date of Vacancy	# of Openings	Status
<b>Allison</b>	Library Clerk - Regular Part-Time	Library	07/01/22	1	Internal transfer. Position on hold.
	Library Assistant - Materials Mgmt (Catalog)	Library	New Position	1	Position on hold.
	Librarian - Adult Services & Engagement	Library	08/29/23	1	Position on hold.
<b>Jessie</b>	Transit Maintenance Operations Supervisor	VT	03/25/23	1	Determining next steps.
	HVAC Technician	PRFM	11/25/20	1	Position on hold.

**Total Positions On Hold: 5**

