

VALLEY TRANSIT

2018 Tentative Agreements

April 9, 2018

1. **Article 1. Term of Agreement:** 3 years 2018-2020

2. **Article 4.2 Union Business: Delete C.-** A Steward shall be permitted to attend hearings or meetings involving other City of Appleton units represented by the Union provided that such attendance shall be at no cost to the City and that the Steward gives at least forty-eight (48) hours notice to his supervisor, and further provided that such attendance does not impair the operating efficiency of the respective employee's Division.

3. **Article 6.5 Job Posting H: Delete-** The Employer agrees to post notices of job vacancies in other City bargaining units represented by the Union on departmental bulletin boards. Such postings shall be informational only and the Employer shall not be required to give preference to present employees in filling such vacancies.

4. **Article 6.8 Recall Procedure:** Delete—Employees on layoff shall have the further right to apply for any vacancy which may occur in any other Teamster represented bargaining unit. Such applicants shall be subject to the same hiring criteria as applies to any other applicant. If a laid off employee is found to possess qualifications at least equal to those of the best qualified acceptable applicant who is not employed by the employer, such employee shall be given preference based on length of service with the Employer. The determination of relative qualifications shall not be subject to the grievance procedure.

5. **10.2 Discipline B. 1.**

1. Concentration equal to or above ~~.04~~ the State Legal Limit (as set forth in Wis. Stats 340.01 (46m) (a)) of alcohol in 210 liters of breath-discharge.

2. Concentration equal to or above ~~.04~~ grams but less than the State Legal Limit (as set forth in Wis. Stats. 340.01 (46m) (a)) of alcohol in 210 liters of breath—~~one week suspension without pay.~~

C. In addition to the above, any employee who has a breath alcohol concentration of less than ~~the State Legal Limit (as set for in Wis.Stats. 340.01 (46m) (a))~~ **.04** in 210 liters of breath shall be required, as a condition of continued employment, to submit to an assessment under the Employee Assistance Program and to comply fully with any recommendations made under that program.

F. Add: The parties agree that the results of an Evidential Breathalyzer Machine administered by an Occupational Health Provider shall be presumed accurate, cannot be challenged and are not subject to the grievance procedure.

6. **Article 14.2 Reimbursement of Telephone Calls:** Delete—All toll calls made by drivers to the offices of Valley Transit concerning emergency situations shall be reimbursed on a bi-weekly basis.

7. **Article 17.2 A. Temporary Full-time Employees** Typo change accorded to ~~afforded to~~

8. **Article 18.1 Legal Holidays:**

	2018	2019	2020
New Year's Day	January 1	January 1	January 1
Memorial Day	May 28	May 27	May 25
Independence Day	July 4	July 4	July 4
Labor Day	September 3	September 2	September 7
Thanksgiving	November 22	November 28	November 26
Christmas Day	December 25	December 25	December 25

9. **Article 19.3 C. 2. Drivers- Vacation Bidding-Days** All requests must be submitted by **10:00 a.m.** ~~12:00 noon~~ on the designated day. Change throughout the contract.

10. **Article 19.4 A.** Attached Memorandum of Understanding

11. **Article 20. Sick Leave/New Article Paid Time Off (PTO)**

Effective 1/1/2019

9 sick days

Sick leave will accrue at 6 hours per month

Employees keep existing accumulated bank of sick leave.

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

Paid Time Off: (PTO) Full-time Employees shall receive three (3) PTO days January 1 of each year to be used as paid time off. For newly hired employees, PTO days shall be pro-rated based on the month hired. Any PTO days not used as of December 31st will be paid out on the second paycheck in January at their prior year's rate. 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)

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

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 physician certified disability.

For Mechanics and Communication Technicians, PTO days shall be charged in a minimum of two hour increments and for Driver a full shift pursuant to Article 35.3 Paid Leave.

12. **Article 20.3 Ineligible Uses:** Sick leave may not be used for absences resulting from injuries received while employed for money by another employer. **This provision shall not apply to Family Medical Leave Act (FMLA) qualifying absences.**

13. **Article 20.5 A. 1.** First **two (2)** ~~four (4)~~ occurrences in **6 months** ~~a calendar year~~ – no waiting period.

14. **Article 23. Military Leave:** Last word of paragraph should be pay not leave.

15. **Article 32.5 Full-time and Part-time Stand-by**

Full-time Stand-by

Weekly maximum hours: Greater than ~~38~~ 32 less than or equal to 40.

Hours of Work: ~~5:00~~ **5:25** a.m. ~~11:00~~ **10:55** p.m. Monday through Saturday.

Time Off Medical Appts: 2. Time off will be allowed between the hours of ~~9:00~~ **8:55** a.m. and ~~2:00~~ **1:55** p.m.

Availability: ~~4:30~~ **5:00** a.m. to 7:30 a.m. and 12:30 p.m. to 3:30 p.m. Monday through Friday and ~~6:30~~ **7:00** a.m. to 9:30 a.m. and 12:30 p.m. to 3:30 p.m. on Saturday.

Part-time Stand-by

Weekly maximum hours Greater than ~~28~~ **25** less than 30.

Hours of Work: The A shift will be 5 a.m. – ~~7:00~~ **6:55** p.m. Monday through Friday and all day Saturday. The B shift will be ~~9:00~~ **8:55** a.m. – ~~11:00~~ **10:55** p.m. Monday through Friday and all day Saturday.

Effect of daily leave on Hours of Work: Part-time stand-by drivers on daily vacation will be charged based on the number of hours they would have been scheduled. ~~They may choose five (5) hours of vacation pay, but the difference between the hours they would have been scheduled and the five (5) hours vacation, will be deducted from their guarantee.~~

Availability: A Shift ~~4:30~~ **5:00** a.m. to 7:30 a.m. Monday through Friday and ~~6:30~~ **7:00** a.m. to 9:30 a.m. and 12:30 p.m. to 3:30 p.m. B shift 12:30 p.m. to 3:30 p.m. Monday through Friday and ~~6:30~~ **7:00** a.m. to 9:30 a.m. and 12:30 p.m. to 3:30 p.m. on Saturday.

16. **Legal Holiday Memorandum of Understanding-Delete**

17. **Sick Leave Bank-** Delete: Carol Hartlaub, Michael Guyette, Gerald Fischer and Jeff Pellegrini

18. **Part Time MOU** Add: Part-time Drivers will be inversed before Full-time Drivers when possible within their identified availability, within other contract requirements (ie; 2 hr. minimum) and within any external provisions.(ie; SS, WRS etc.)

19. **Schedule Agreement** Add 4. And re-number: An operator who is scheduled off on vacation, holiday, or any other pre-known absence cannot be a party to a daily or weekly schedule change. Continue as side letter with an expiration date of December 30, 2020.

20. Add to 2018 contract-The General Manager, with approval of the HR Director will have the ability to hire new employees at any step of the pay scale as deemed appropriate to recognize the experience level of the applicant.

21. Bus Driver Salary schedule condensed to: Training Rate-80%, 2080 hours-85%, 4160 hours-90%, 6240 hours-95%, 8320 hours-100% or 7280 – 100% based on attached MOU.

22. Wages:

2018: 1/1-1.5% and 7/1-1%

2019: 1/1-1% and 7/1-1%

2020: 1/1-1% and 7/1-1%

23. Notification that if the Recorded Line referenced in the contract changes, the City shall notify the Union.